

Standard Agreement Between Owner and Contractor

THIS AGREEMENT is made **this** _____ day of _____ (mo), _____ (year), by **EASTERN MICHIGAN UNIVERSITY**, and _____ (“Contractor”)

I. Recitals:

1. _____ (**Dept**) operates within the institution of higher education known as Eastern Michigan University in Ypsilanti, Michigan.
2. Contractor is a _____ (**Type of Business**), that provides

services in the areas of:

_____.
3. Eastern Michigan University has determined that it would be in its interest to secure the services of an Independent Contractor designated as “Contractor” in this agreement.
4. Contractor desires to provide services to Eastern Michigan University

II. Agreement:

1. **Appointment and Acceptance.** Eastern Michigan University hereby retains Contractor to render services to the University. Contractor hereby agrees to accept such designation and to provide the services required under this Agreement, subject to availability of work. Substitution of personnel shall not be made without thirty (30) days prior written notice to Eastern Michigan University. In the event the substitute is unacceptable to the University, the University shall be deemed to have cause to terminate this Agreement pursuant to Paragraph 10.
2. **Services Provided.** The personnel provided by Contractor, shall perform the services set forth in **Schedule A - Statement of Work** subject to the availability of work, which is attached to and made part of this Agreement.
3. **Fees and Other Expenses.** University shall pay Contractor for work satisfactorily completed hereunder in accordance with the fee schedule set forth in **Schedule A -Statement of Work**, which are attached to and made part of this agreement. The fees and other costs stated herein include all applicable taxes and will not be changed hereafter as a result of Contractor’s failure to include any applicable tax, or any change in Contractor’s tax liabilities. Contractor will be responsible for any taxes applicable to this payment, and hereby agrees to hold harmless and indemnify the University from any such taxes, which may be directly assessed against Contractor.
4. **Billing Procedures.** **Eastern Michigan University** will pay fees to Contractor for services performed as stipulated under the fee schedule set forth in **Schedule A – Statement of Work**. All invoices for payment shall refer to the assigned Eastern Michigan University **purchase order number**.

5. **Conflict of Interest.** Contractor affirms that to the best of its knowledge, there exists no actual or potential conflict between the business or financial interest of Contractor, its employees and their families and Contractor's services under this Agreement, and in the event of change in either such interests or services under this Agreement, Contractor shall promptly inform the University regarding possible conflict of interest which may arise as a result of such change.
6. **Services to Others.** This Agreement shall not preclude Contractor from contracting to provide consulting services to other individuals, organizations or corporations, provided that such contracts will not interfere with Contractor's performance of services under this Agreement.
7. **Independent Contractor.** In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is nor has been the agent, employee or servant of the other, and each is responsible only for its own conduct. The relationship of the Consultant to EMU is and shall continue to be that of an independent contractor, and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, arising out of or related to an employer/employee relationship, shall arise, or accrue to either party or either party's agent, subcontractor or employee, as a result of this Contract or its performance. No relationship, other than that of independent contractor, shall be implied between the parties or between either party and the other party's agent, employee, or subcontractor, and the Consultant hereby agrees to hold EMU harmless for any such claims by it or its associates, and any cost or expense related thereto.

Please initial that these terms of this clause have been met: _____

8. **Indemnification.** Contractor shall indemnify, defend and hold harmless the University, its agents, officers and employees from and against any and all claims, actions, causes of action, demands, liabilities, losses, damages, costs and expenses, including but not limited to attorneys' fees and interest, which any of them at any time sustain or incur by reason of any act or omission to act of Contractor, its agents, officers or employees, or otherwise arising out of or in connection with Contractor's performance under this Agreement.

University shall indemnify, defend and hold harmless the Contractor, its agents, officers and employees from and against any and all claims, actions, causes of action, demands, liabilities, losses, damages, costs and expenses, including but not limited to attorneys' fees and interest, which any of them at any time sustain or incur by reason of any act or omission to act of University, its agents, officers or employees, or otherwise arising out of or in connection with University's performance under this Agreement.

9. **Patents and Copyrights**

- (a) In the event any invention or discovery is made by Consultant in connection with the Contract, Consultant agrees to assign all rights, title and interest in said invention or discovery to EMU, and Consultant shall furnish EMU with complete information with respect thereto and EMU shall have the sole power to determine whether and where a patent application shall be filed and the disposition of title and all rights under any application or patent that may result. Consultant will, at EMU's expense, execute all documents and do all things necessary or proper with respect to such patent applications.
- (b) Whenever any copyright is secured in connection with the publication of the results of research financed by the Contract, title and all rights to such copyright will vest in EMU and Consultant agrees to assign to EMU all right, title and interests in any copyrightable materials developed pursuant to this Contract.
- (c) If this Contract is funded under a Government Prime Contract or Grant which provides a different disposition for Items A and B above, the government contract or grant will govern.

10. **Technical Information Records and Reports** All notes, design, memoranda, reports, computer programs (and supporting data which may be on cards, tapes, discs and the like), and other technical data, if any, furnished or developed by Consultant pursuant to the provisions of this Contract, shall be and become the property of EMU. All such notes, design, etc. shall be delivered to EMU upon demand, for use for any purpose without the necessity of compensating the Consultant or any other person(s) for the use thereof.
11. **Confidential Information** The consultant shall not publish or otherwise disclose, except to EMU and except matter of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by any particular person or establishment can be identified, except with the consent of such person or establishment.
12. **Acknowledgement of Sponsorship.** Consultant agrees that in any publication, acknowledgment shall be made of sponsorship by EMU by use of the following footnote: "This work was performed under the sponsorship of THE BOARD OF REGENTS OF EASTERN MICHIGAN UNIVERSITY." If the publication is copyrighted, the statement, "Preproduction of the article, with customary credit to the source, is permitted," shall be added. Except in an acknowledgment of sponsorship of this research, use the name of EMU in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information regarding this Contract or data developed hereunder, may not be made except upon written approval from EMU. Additionally, EMU reserves the right to completely restrict the use of its name in a publication.
13. **Examination of Records.** EMU, and if this Contract is funded under a government contract or grant which so provides, the Sponsor or the Comptroller General of the United States, shall have access to and the right to examine any directly pertinent books, documents, papers and records of a Consultant and of EMU involving transactions related to this Contract. Such records shall be retained for three (3) years after expiration of this Contract. The right of access to records granted by this provision shall extend beyond the expiration of this Contract.
14. **Term.** This Agreement shall become effective on _____ (date) and shall thereafter remain in full force and effect unless the Agreement is earlier terminated in a manner provided below.
15. **Termination.** Any other provision to the contrary notwithstanding, this Agreement may be terminated as follows:
 - (a) Either party may terminate this Agreement without cause and without further liability of either party, upon ninety (90) days prior written notice to the other party.
 - (b) Either party may terminate this Agreement for cause upon ten (10) days' prior written notice to the other party. For cause is defined as any material breach of the provisions of this Agreement.
16. **No Third-Party Rights.** This Agreement is entered into solely for the benefit of Eastern Michigan University and Contractor. There is no intention, express or implied, to create any rights or interests for any other person or entity.
17. **Amendments and Waivers.** No change or modification of any part of this Agreement, including any change or modification to this paragraph, shall be valid unless it is in writing and signed by both University and Contractor. No waiver of any provision of the Agreement shall be valid unless it is in writing and signed by the party making the waiver.

18. **Agreement Not Assignable.** This Agreement shall not be assigned or assignable, nor shall it be delegated by either party without the prior express written consent of the other party.
19. **Governing Law.** This Agreement is a Michigan contract and shall be governed by the laws of the State of Michigan.
20. **Severability.** The invalidity or unenforceability of any particular provision of the Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
21. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements either oral or in writing between the parties with respect to this subject matter. Furthermore, all policy statements, manuals or documents issued by University shall be interpreted in a manner consistent with the terms of this Agreement or, if such statements, manuals, or documents are inconsistent with this Agreement, the terms of this Agreement shall control.
22. **Non-discrimination Statement.** Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, sexual orientation, gender identity or expression, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant may be regarded as a material breach of the contract.
23. **Notices.** Any written notice given under this Agreement by either party shall be directed to the addressee at the address of such addressee as hereinafter set forth, unless prior written notice of change of address has been furnished, in which case the changed address shall be used.

To University:

Purchasing Department
 Eastern Michigan University
 Pierce Hall 204
 Ypsilanti, MI 48197
 ATTN: Purchasing Director
 Ph: (734) 487-1200

To Contractor:

_____ (Company Name)
 _____ (Contractor Rep / Title)
 _____ (Address)
 _____ (City, State / ZIP)
 Ph: (____) _____ - _____

IN WITNESS WHEREOF, the parties have executed this Agreement.

EASTERN MICHIGAN UNIVERSITY

Signature: _____

Date: _____

Print Name: _____

Title: _____

CONTRACTOR

Signature: _____

Date: _____

Print Name: _____

Title: _____