Standard Personal Services Contract

Northern Michigan University

Marquette, MI 49855

Northern Michigan University (“University”) enters into this Contract with        (“Contractor”) for the conduct of certain services, upon the following terms and conditions:

1. Statement of Work. Contractor shall use its best efforts to conduct the work indicated on Attachment A and shall (i) perform such work in the highest professional manner, (ii) devote such time and business efforts as are necessary to perform such work on a timely basis, and (iii) perform such work in full compliance with any applicable federal, state or local law, regulation or ordinance. All expenses Contractor may incur in connection with this Contract shall be borne entirely by Contractor, and shall not be the responsibility of University.
2. Term of Contract. The term of this Contract shall extend from        to        , unless extended by mutual written contract or terminated in accordance with the terms of this Contract.
3. Estimated Cost. The estimated cost for total service under this Contract is $      . Attachment B lists the fees and estimated expenses and how the estimated cost was computed. The total aggregate payment under this Contract to Contractor shall not exceed such estimated cost without University’s written approval.
4. Submission of Invoices. University will pay Contractor not more often than weekly within a reasonable time after submission of written invoices in a form and with such supporting documents acceptable to University. Invoices are to be submitted to the University contact person (Section VI). Itemized expenses not supported by original receipts will be included as reportable income to Contractor for tax purposes.
5. Reports. Contractor shall furnish reports of its findings and progress made during the term of this Contract at such times and in such form as University may reasonably require.
6. Contact Person. In matters related to this Contract the contact person for Contractor is       and for the University is       .
7. General Provisions.
   1. This Contract is for services and is not for employment, and Contractor is an independent contractor of University and not an employee of University. Contactor shall have no authority to bind or obligate University or power to execute any contract, agreement or other document on behalf of University.
   2. The product to be produced under this Contract, if any, is and shall remain the sole property of University unless otherwise provided for in this Contract.
   3. Contractor agrees to comply with all pertinent Federal and State regulations and legislation involving civil rights and equal opportunity statutes.
   4. If this Contract is sponsored by a grant or contract University has received, then the provisions of that grant or contract are incorporated herein by reference and are made a part of this Contract.
   5. Contractor warrants all services provided hereunder to be provided consistent with the highest professional standards and using best efforts and all skill, knowledge and experience of Contractor.
8. Indemnification. Contractor shall defend, indemnify and hold harmless University and its trustees, officers, employees, and agents from any claims, damages or expenses, including attorneys’ fees, arising or alleged to arise in whole or in part from: (i) damage or injury caused by or resulting from any action or inaction of Contractor, its employees or agents, or sustained in connection with the performance of this Contract by Contractor, its employees or agents; or (ii) any breach by Contractor of this Contract.
9. Insurance. Contractor agrees to procure and maintain at Contractor’s expense during the term of this Contract the following insurance coverage with University included as an additional insured:
10. General Liability Insurance including Personal Injury Protection with limits of liability not less than $1,000,000 per occurrence, $1,000,000 per annual aggregate.
11. Professional Liability Insurance (errors and omissions) with limits of liability not less than $1,000,000 per occurrence, $1,000,000 per annual aggregate.
12. Worker’s Compensation Insurance sufficient to cover any liability for bodily injury, sickness or disease of Contractor or any of its employees, including any liabilities which may arise by virtue of statute or law now in force or hereafter enacted.

Certificates evidencing such insurance shall be provided to University prior to commencement of any work under this Contract.

1. Invention Rights. Contractor shall promptly inform University of all inventions, discoveries, concepts, ideas and copyrightable material (collectively, “Developments”) that Contractor conceives, completes or reduces to practice (whether alone or jointly with others) during the term of this Contract and that relate to the work performed under this Contract. Contractor agrees to assign, and does hereby assign, to University, Contractor’s entire right, title and interest in all Developments, trademarks, copyrights and mask work rights in Developments, and all patent applications filed and patents granted on any Developments, including those in foreign countries, which Contractor conceives, completes or reduces to practice (whether alone or with others) during the term of this Contract or within one year thereafter. During the term of this Contract and thereafter, Contractor shall execute any documents requested by University relating to Developments.
2. Confidential Information. Contractor may have access to University’s confidential information (“Confidential Information”). Contractor, on behalf of itself, its directors, managers, officers, employees, affiliates and agents (“Affiliates”), shall treat and maintain with strict confidence the confidentiality of Confidential Information and utilize Confidential Information solely to perform Contractor’s obligations hereunder. Contractor shall only disclose Confidential Information to those Affiliates that need to know the information to perform Contractor’s obligations under this Contract, and not to any third parties. This restriction shall continue indefinitely. This Section shall survive the expiration or termination of this Contract. University is subject to the Freedom of Information Act, and consequently Contractor should have no expectation that any of Contractor’s written communications will be kept confidential.
3. Termination. This Contract shall terminate upon the first to occur of (i) the full performance of the duties stated in Attachment A and Section V, or (ii) the ending date stated in Section II. University may terminate this Contract immediately by written notice to Contractor upon the breach of this Contract by Contractor. Further, University may terminate this Contract upon thirty (30) days’ written notice to Contractor. Immediately upon expiration or termination for whatever reason, Contractor shall deliver to University all documents, computer records and property in Contractor’s possession, or later coming into Contractor’s possession, pertaining to the business of University, including Confidential Information.
4. Miscellaneous. This Contract contains the entire understanding between the parties with respect to the matters described herein and is a complete and exclusive statement as to the terms thereof and supersedes all previous agreements. This Contract may not be altered or modified except by a writing signed by both parties. This Contract may not be assigned without the prior written consent of University. This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Michigan, without regard to conflicts of laws principles of any jurisdiction. This Contract may be executed in counterparts which shall be deemed to be part of one original, and facsimile signatures shall be equivalent to original signatures.

The parties have made this Contract effective as of       .

Northern Michigan University Contractor

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security or Federal ID Number