**Services Agreement**

**by and between**

**Emory University by and on behalf of its**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**and**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Services Agreement (the "Agreement") is entered into by and between Emory University by and on behalf of its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Georgia Nonprofit Corporation, (“Emory”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a [type of entity] (“\_\_\_\_\_\_\_\_\_\_\_\_") on this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016 (the Effective Date”).

**Whereas**, Emory desires to contract with \_\_\_\_\_\_\_\_\_\_\_\_ for the performance of the Services specified herein, and \_\_\_\_\_\_\_\_\_\_\_\_ is able to and agrees to provide such Services in accordance with the terms and conditions set forth below.

**NOW THEREFORE**, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES, INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

**Article 1**

**Services**

Subject to the terms and conditions herein, Emory hereby engages \_\_\_\_\_\_\_\_\_ to provide the services described in Attachment A (the “Services”).

**Article 2**

**Term**

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect through the performance of the Services and payment as set forth herein.

 Notwithstanding the foregoing, neither party shall be in violation of this Agreement, and neither party shall be liable to the other for damages in the event either is prevented from performing any of the obligations hereunder for a reason beyond its reasonable control, including without limitation, natural disaster, epidemic, act of God, declared war, strike, governmental restrictions and controls or production or maintenance delays.

**Article 3**

**Compensation & Expenses**

As payment for the Services requested by Emory hereunder, Emory shall pay \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ U.S. Dollars (US $\_\_\_\_\_\_\_\_\_\_\_) (the “Fee”). Payment of the Fee shall be made by \_\_\_\_\_\_\_\_\_\_\_\_\_ [method of payment] and [date]. The Fee covers expenses incurred during the provision of the Services such as faculty time, research costs, data collection/travel costs and other program-specific costs.

**Article 4**

**Status of the Parties, Insurance & Indemnification**

**4.01 Independent Contractor Status.** The parties acknowledge that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall perform the Services hereunder as an independent contractor. The manner and method of performing the Services shall be under \_\_\_\_\_\_\_\_\_\_\_\_\_ sole control and exclusive discretion. Except as expressly agreed in this Agreement, nothing herein will be deemed to create any other relationship between the parties including, without limitation, a partnership relation, an agency relation, an employer/employee relation, a joint venture or other form of joint enterprise between the parties.

**4.02 Insurance and Indemnification**.

1. Both parties shall maintain at their own expense sufficient insurance to cover liability under the Agreement.
2. Each party shall fully indemnify, defend and hold harmless the other party and its affiliated entities and each of its respective trustees, directors, officers, students, employees, agents, and successors and assigns against any and all claims, demands, actions, suits, damages (including special and consequential damages), liabilities, losses, settlements, judgments, fine, charge, lien, costs and expenses (including but not limited to reasonable attorney’s fees and related costs of defense) (collectively, “Claim”), whether or not involving a third party claim, which arise out of or relate to: (i) the indemnifying party's breach of any representation or warranty contained in this Agreement; (ii) any breach or violation of any covenant or other obligation or duty of the indemnifying party under this Agreement or under applicable law; and (iii) the negligent acts or omissions of the indemnifying party or the indemnifying party’s subcontractors or agents, if applicable, in the course of activities carried out in connection with this Agreement. This subsection and all indemnification obligations shall survive termination or expiration of the Agreement.

**Article 5**

**Confidentiality and Research Rights**

**5.02 Confidential and Proprietary Information.** \_\_\_\_\_ covenants that, during the term of this Agreement and for a period of five (5) years following termination of this Agreement, regardless of whether termination was with or without cause, \_\_\_\_\_\_\_\_ agrees that it will not divulge any “Confidential and Proprietary Business Information” (as defined below) of Emory to any person, facility or other party except in the proper course of \_\_\_\_\_’s prescribed duties set forth herein. The term “Confidential and Proprietary Business Information” shall mean information which is designated by Emory as confidential, communicated by Emory under circumstances suggesting confidentiality, or is known by \_\_\_\_\_\_\_\_\_\_\_\_\_ to be considered by Emory as confidential. Confidential and Proprietary Business Information includes but is not limited to: (i) financial information of Emory, (ii) information relating to Emory’s methods of doing business, price structures, systems of operation, know-how, design, forms or any other confidential information, (iii) computer software programs developed by or on behalf of Emory specifically for its use in its business, (iv) any of the terms or provisions of this Agreement, and (v) all other plans, processes, mechanisms, compounds or compilations of information known only to Emory and those of its employees or contractors in whom the confidential business information must be confided in order for its intended use.

**5.03 Rights to Research and Data**. Emory shall have legal title to any research, statistical and other data and documentation created by \_\_\_\_\_\_\_\_\_\_\_ for Emory as a result of performing the Services under this Agreement. Additionally, it is the expressed intention of the parties that any original works of authorship that result from \_\_\_\_\_\_\_\_\_\_’s provision of the Services hereunder shall be commissioned works made for hire as defined in l7 U.S.C. Section l0l. To the extent that the nature of the work or works created under this Agreement may not be designated as works made for hire, \_\_\_\_\_\_\_\_\_\_ hereby assigns to Emory all right, title, and interest, including copyright, in and to any works created pursuant to this Agreement. \_\_\_\_\_\_\_\_\_\_\_ agrees that any patents and inventions developed pursuant to \_\_\_\_\_\_\_\_\_\_\_\_’s operations hereunder shall be the property of Emory. \_\_\_\_\_\_\_\_\_\_\_ agrees to the assignment to Emory of any patent rights, rights to inventions, and rights to statistical, research or other data developed directly or indirectly in connection with \_\_\_\_\_\_\_\_\_\_’s operations under this Agreement, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ also agrees to have all of \_\_\_\_\_\_\_\_\_\_\_\_’s personnel to agree in writing to this Section 6.03.

**5.04** **Survival.** Notwithstanding anything to the contrary in this Agreement, this Article 5 shall survive any termination of this Agreement.

**Article 6**

**Miscellaneous**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The Agreement is the sole agreement between the parties concerning the subject matter hereof and shall not be altered or amended except in writing duly executed by all parties. Should any part or provision of the Agreement, for any reason, be declared invalid or illegal, such invalidity or illegality shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if the Agreement had been executed with the invalid or illegal portions thereof eliminated.

**To the extent applicable, the parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** In addition, the parties agree that, in fulfilling their respective obligations and duties under this Agreement, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status.

The parties represent, warrant, and agree that they have not, and will not, take any action related to or arising out of this MOU, which action in any way violates, or aids or abets any violation of, the United Kingdom Bribery Act, the United States Foreign Corrupt Practices Act, or the anti-corruption laws of any country. Specifically, and not in limitation of the foregoing, the parties represent, warrant, and agree that they have not, and will not, in connection with this Agreement, request or make any offer, payment, gift, promise of payment or gift, or any authorization of an offer, payment or giving of money or anything of value to any government official, political party or official thereof, or to any candidate for political office, or to any other person while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any government official, political party or official thereof, or candidate for political office, for the purpose of influencing any act or decision of such entity or person or inducing such entity or person to do or omit to do any act in order to obtain or retain business or otherwise secure any improper advantage.

The Agreement, and any claim, action, suit, proceeding or dispute arising out of or in connection with the Agreement, shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Georgia, without regard to the conflicts of laws provision thereof.  Any action or proceeding brought by either party to enforce its rights under the Agreement shall be brought exclusively in any state or superior court of competent jurisdiction located in the County of Fulton, State of Georgia, USA or in federal court in the Northern District of Georgia.

*[The Remainder of This Page is Intentionally Left Blank.]*

IN WITNESS WHEREOF, the undersigned hereby execute this Services Agreement as of the date first written above.

 **Emory University by and on behalf of its**

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

 [Name] [Name]

 [Title] [Title]

ATTACHMENT A