# BROWN UNIVERSITY PROFESSIONAL SERVICES AGREEMENT

**DIVISION OF BIOLOGY AND MEDICINE**

**RELEASE TIME**

**STANDARD FORM**

THIS PROFESSIONAL SERVICES AGREEMENT (including all exhibits hereto, the “**Agreement**”), is effective as of ***Click to enter a date.*** (the “**Effective Date**”) and is between Brown University, a Rhode Island a non-profit institution of higher education established by charter under the laws of the State of Rhode Island located in Providence, Rhode Island on behalf of its Division of Biology and Medicine’s Department of ***Click here to enter Department name*** (“**Department**”) (collectively, “**Brown**”) and ***Click here to enter legal name of entity***, ***Choose an item*** ***Click here to enter State***with an address of ***Click here to*** enter Entity’s ***address*** (hereinafter referred to as “**Contractor**”). Brown and Contractor may be referenced collectively in this Agreement as the “**Parties**” or each individually as a “**Party**”.

WITNESSETH

WHEREAS, the Parties to the Agreement intend to outline the terms and conditions relating to the provision of certain professional services (the “**Services**”), as set forth in **Exhibit A** to this Agreement (“**Exhibit A**”), by an Employee of Contractor to Brown; and

WHEREAS, Brown does hereby retain and engage Contractor to provide and Contractor agrees to provide the services of the employee identified on **Exhibit A** (the “**Employee**”), and Brown agrees to accept the Employee to provide such Services based on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in exchange of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Engagement; Scope of Services.** Contractor shall provide, and Brown hereby accepts, the Services pursuant to the terms and conditions set forth in this Agreement. Employee providing services under the terms of this Agreement shall at all times remain the employee of Contractor and Brown’s right to provide work direction is limited to the services described in **Exhibit A**. Contractor and Department shall mutually agree on a replacement in the event that the Employee is (i) unable to commence performance of the Services due to illness or other personal reasons or (ii) is unable to complete performance for any reason including, without limitation, if the Department determines in good faith that the Employee is not satisfactorily performing the Services required hereunder; provided that in the event that the Parties cannot agree on a replacement, Brown shall have the right to deem this Agreement null and void in the case of (i) herein or terminate this Agreement in the case of (ii) herein upon ten (10) business days’ notice.
2. **Term; Termination.**
	1. The term of this Agreement ("**Term**") shall commence on the Effective Date and shall continue until the earlier to occur of the following: (i) ***Click to enter contract expiration date***; (ii) full and complete delivery of the Services to the satisfaction of Brown; (iii) termination pursuant to the terms of any section of this Agreement (including, this section); (iv) termination by Brown without cause, upon thirty (30) days' written notice to Contractor; (v) termination by Brown pursuant to a material breach by Contractor, which breach has not been cured to Brown’s satisfaction within thirty (30) days subsequent to written notice of such breach from Brown; or (vi) termination by mutual agreement of the Parties.
	2. Upon any termination of this Agreement, Contractor shall cease its performance related to the Services and shall deliver to Brown all of Brown's proprietary information (including, Confidential Information) (as defined herein), or Work Product (as defined herein) used or generated under this Agreement, and such Services in progress or completed Services as Brown may request. Any cancellation or termination by Brown whether for default or otherwise, shall be without prejudice to any claims or damages or other rights of Brown against Contractor. To the extent any Fees or reimbursable expenses have been prepaid by Brown, Contractor shall refund to Brown a prorated portion of such Fees or reimbursable expenses within thirty (30) days of termination. To the extent any Fees have been accrued but unpaid by Brown, Brown shall pay Contractor such Fees within forty-five (45) days of termination.
	3. In addition to other termination rights set forth in this Agreement, if Contractor (a) fails to deliver the Services as specified in this Agreement or fails to make progress so as to endanger performance of the Services; (b) fails to perform any other provision of this Agreement; (c) becomes financially unstable, insolvent, makes an assignment in favor of creditors, or enters bankruptcy or dissolution procedures; or (d) is purchased by another company (regardless of the form of such transaction), then in each case Brown may terminate the whole or any part of this Agreement immediately without any liability.
3. **Payment.**
	1. Compensation. In consideration for providing the Services (including, any Work Product and deliverables relating thereto) as set forth herein, Brown shall pay to Contractor the fees, inclusive of any expenses agreed upon by the Parties, set forth in **Exhibit A** (the "**Fees**"). Unless otherwise agreed to by the Parties in writing, Contractor shall submit to Brown, in accordance with this Section 3.1 and as otherwise provided on **Exhibit A**, a statement or invoice, in reasonable detail, of the Services delivered during the statement or invoice period. Such statement or invoice shall be submitted in accordance with Section 3.2 below, or as otherwise directed by Brown. Within forty-five (45) days after receipt of such statement or invoice, Brown shall pay to Contractor the Fees for the Services reflected thereon, subject to the terms and conditions set forth herein. Brown shall have no obligation to make any payment or reimbursement for any expenses or fees incurred in connection with the provision of the Services pursuant to this Agreement unless such reimbursement is agreed to by Brown in writing and the terms and conditions related to such reimbursement are set forth in **Exhibit A**. Additionally, Brown shall have the right to withhold any amount set forth in an invoice that Brown reasonably disputes in good faith until Brown’s satisfactory resolution of such dispute. Upon Brown’s satisfactory resolution of such dispute, Brown shall pay any amounts owed within forty-five (45) days from the date of resolution. Unless otherwise agreed to by the Parties in writing, the Parties hereby agree that all payments by Brown under this Agreement shall be paid directly to Contractor.
	2. Invoices. All invoices for Fees must be sent to the Department at the address specified in **Exhibit A.**
	3. Taxes. Brown is exempt from federal taxes and from Rhode Island State Sales and Use Tax. Unless otherwise agreed by Brown, the Fees for any Services under this Agreement shall not include any state or local sales, use or other taxes. Upon request, Brown shall provide Contractor with a copy of its tax exemption certificate.
	4. Price Warranty. Contractor warrants that the price(s) for the Services are no less favorable than those extended to any other customer (whether government or commercial) for the same or similar Services or services in similar quantities.
4. **Contractor’s Obligations.**
	1. Key Personnel. Contractor shall not substitute key personnel assigned to the performance of this Agreement (“**Key Personnel**”) as set forth on **Exhibit A** without the prior written approval of Brown.
	2. Care of Property. Contractor shall be responsible for the proper custody and care of any property furnished by Brown to Contractor for use in providing the Services (“**Brown Property**”), and Contractor shall return Brown Property at the end of the Term. Contractor shall reimburse Brown for any loss or damage to Brown Property.
	3. Subcontracting, Assignment, and Transfer Prohibited. Contractor shall not subcontract, assign, or transfer any interest in this Agreement without the prior written approval of Brown. In the event of such approval by Brown, (i) any such subcontractor shall be bound by Section 9 below, (ii) Contractor shall not be relieved of any responsibilities or obligations under this Agreement that are performed by any subcontractor; (iii) Contractor shall remain Brown's sole point of contact and sole contracting party; and (iv) the subcontractor shall be subject to the same provisions of this Agreement as Contractor (as applicable).
	4. Best Efforts. Contractor shall perform its obligations hereunder through qualified personnel, in a timely manner, on a good and reasonable best efforts basis, and shall meet all specifications of Brown as determined in Brown’s sole and exclusive discretion.
	5. Compliance with Law.
		1. Contractor agrees to comply with (i) all international, federal, state, and local laws and the rules and regulations promulgated thereunder, applicable to this Agreement or to Contractor's provision of the Services to Brown hereunder and (ii) Brown's applicable policies and procedures.
		2. Contractor shall be responsible for obtaining all licenses and permits required for the Services.
		3. If the Services are for electronic or information technology, Contractor shall design and/or provide the Services in compliance with the ADA to ensure that end users with disability-related impairments have an equal opportunity to the use the Services in a manner consistent with the W3C Web Content Accessibility Guidelines. Upon request by Brown, Contractor shall provide to Brown a current completed Voluntary Product Accessibility Template ("**VPAT**") to demonstrate compliance with the WCAG 2.0 level AA ("**WCAG**") standards. If the Services do not comply with the WCAG standards, Brown reserves the right to terminate this Agreement (effective upon notice to Contractor) and seek redress for any harm incurred, including, but not limited to, adapting or modifying the Services in a manner that is consistent with federal and state accessibility laws. In the event Contractor provides the Services not in compliance with WCAG, notwithstanding any provision set forth herein to the contrary, Contractor hereby grants (and shall cause any subcontractor or holder of any intellectual property right in the non-compliant Services to grant) Brown an irrevocable royalty-free license (and right) to adapt, modify, decompile, and take such other reasonable action necessary to cause such non-compliant Services to become compliant with WCAG and/or the ADA (as applicable).
		4. Contractor shall comply with Brown’s Corporation Statement on Nondiscrimination and not discriminate against qualified individuals based on their race, color, religion, age, national or ethnic origin, disability, status as a veteran, sexual orientation, gender identity, gender expression, or sex (except where sex is a bona fide occupational qualification). Brown’s Corporation Statement on Nondiscrimination is posted online at www.brown.edu.
	6. Materials and Services of Contractor. None of the materials to be provided or Services to be rendered hereunder by Contractor shall infringe in any way upon the proprietary rights of others including, without limitation, confidential relationships, patents, trade secrets, copyright rights, intellectual property rights, or any other proprietary rights. Except as otherwise expressly agreed in writing by the Parties, all equipment, materials and supplies used in the performance of the Services shall be furnished by Contractor.
	7. Contract Time; Time is of the Essence. Contractor shall perform the Services in accordance with the work schedule set forth in **Exhibit A** (the “**Work Schedule**”). If a Work Schedule is not specified by the Parties, Contractor shall perform as if time is of the essence.
	8. Use of Name. Brown University retains the right, at its sole discretion, to review and approve any and all informational, promotional, or advertising materials that use the name, trademarks, service marks, logos, and/or representative image(s) of the University, or that describe University projects and/or define a relationship with the University; therefore, Contractor agrees to present such materials to the University prior to their distribution or publication, in accordance with the "Brown Name Use Policy” (posted online at www.brown.edu).
5. **Representations and Warranties.** Contractor represents and warrants that, as of the Effective Date and during the Term, it has and will continue to have the experience, capability, and resources to efficiently and expeditiously provide the Services in a professional and workmanlike manner. Contractor represents and warrants to Brown that it shall, at all times, devote the necessary personnel and resources to provide the Services.
6. **Indemnification.** Contractor shall be liable for its own acts and for the acts of the Employee in the performance of the Employee’s duties and obligations as an employee of the Contractor, and Contractor shall indemnify, defend, protect, and hold harmless Brown, including its Corporation, trustees, officers, employees, representatives and agents (each a “**Brown Indemnitee**”, and collectively, the “**Brown Indemnitees**”) from and against any and all claims, losses, liabilities, damages, lawsuits, actions, proceedings, arbitrations, taxes, penalties, or interest, associated auditing and legal expenses, and other costs sustained, incurred, or required to be paid by any of the Brown Indemnitee(s) (including reasonable attorneys’ fees and costs of suit) (“**Brown Indemnified Claims**”) arising out of or by reason of any act or omission of the Contractor, its officers, agents, the Employee (except to the extent the Employee is performing the Services in accordance with the terms of this Agreement), and other employees.

Brown shall be liable for its own acts and for the acts of the Employee in the performance of the Services identified in Section 1 of **Exhibit A** under the direction of Brown, and Brown shall indemnify, defend, protect, and hold harmless Contractor, including its trustees, directors, officers, employees, representatives and agents (each a “**Contractor Indemnitee**”, and collectively, the “**Contractor Indemnitees**”) from and against any and all claims, losses, liabilities, damages, lawsuits, actions, proceedings, arbitrations, taxes, penalties, or interest, associated auditing and legal expenses, and other costs incurred by Contractor Indemnitee(s) (including reasonable attorneys’ fees and costs of suit) (“**Contractor Indemnified Claims**”) arising out of or by reason of any act or omission of Brown, the Employee (directly related to the performance by Employee of the Services provided to Brown), its officers, agents, and employees.

1. **Insurance.**
	1. During the Term of this Agreement, Contractor, at its sole cost and expense, shall purchase and maintain the following insurance:
2. General liability insurance with combined single limits coverage for bodily injury and property damage of not less than One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate;
3. Worker’s compensation insurance, where required by law; and
4. Professional liability insurance, including errors and omissions, affording protection of not less than One Million Dollars ($1,000,000) per incident and One Million Dollars ($1,000,000) in the aggregate.
	1. All insurance required in section 7.1 shall be issued in the name of Contractor. Contractor shall provide a certificate of insurance to Brown prior to the commencement of this Agreement, and, if work is on-going, upon renewal of the policy. The Contractor shall send certificates of insurance to Brown by email at certificatesofinsurance@brown.edu.
	2. All insurance policies required to be purchased under this Agreement, including in **Exhibit A**, shall be issued by insurance companies authorized to do business in Rhode Island, or through a program of self-insurance.

1. **Confidentiality.**
	1. Contractor acknowledges that in connection with this Agreement and the Services provided by Contractor under this Agreement, Brown may provide, and Contractor may acquire and make use of, certain Confidential Information (as defined hereafter) of Brown relating to the provision of the Services.
	2. "**Confidential Information**" shall mean all information provided by Brown or any directors, officers, employees, representatives, or agents thereof, to Contractor or its directors, officers, employees, affiliates, representatives or agents, whether provided orally or in writing (including electronic format), by electronic or any other means. Confidential Information includes, without limitation, Work Product (as defined herein), Educational Records (as defined by the Family Educational Rights and Privacy Act of 1974), personally identifiable information ("**PII**") (as defined by the Brown University Human Research Protection Program policies), Customer Data (as defined under the Gramm-Leach-Bliley Act), and non-public information regarding Brown's financials, investments, intellectual property, trade secrets, products, courses, courseware, features, trustees, officers, faculty, employees, customers, alumni, donors, students, applicants, clients, contractors, agents, systems, marketing plans, promotions, business practices and other information shared by third parties with Brown or its trustees, officers, faculty, employees, students, customers, clients, or agents in confidence.
	3. Excluding Educational Records, PII, and Customer Data, the obligations with respect to Confidential Information shall not apply to Confidential Information that: (i) Contractor already knows at the time it is disclosed as shown by Contractor's written records; (ii) is publicly known without breach of this Agreement; (iii) Contractor received from a third party authorized to disclose it without restriction; (iv) Contractor, its agents, or subcontractors developed independently without the use of the Confidential Information, or (v) based on advice of legal counsel, Contractor is required by law, regulation, or valid court or governmental agency order to disclose; provided, however, that Contractor first notifies Brown of its intent to make such a disclosure, so that Brown may seek a protective order.
	4. Except as otherwise required by applicable law, during the Term and for a period of five (5) years thereafter, Contractor shall not use such Confidential Information except in connection with the performance of its obligations related to delivery of the Services under this Agreement, or divulge the Confidential Information to any third party, unless Brown consents in writing to such use or divulgence or such disclosure is required by law (pursuant to Section 9.3(v) hereof). In the event Contractor receives a request or demand from a third party for the disclosure of Confidential Information, Contractor shall promptly (within two (2) business days after receipt of such request or demand) provide written notice to Brown of such request or demand, including a copy of any written document of such request or demand.
	5. Contractor agrees to protect and safeguard from and against unauthorized access, use, or disclosure of the Confidential Information of Brown in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).
	6. Upon expiration or termination of this Agreement, Contractor shall neither take nor retain, without prior written consent from Brown, any Confidential Information or copies thereof in any form or medium of any kind. Upon the expiration or termination of this Agreement or otherwise upon the request of Brown, all Confidential Information received by Contractor shall be promptly returned to Brown or, upon request of Brown, destroyed with such destruction confirmed in a form reasonably satisfactory to Brown by Contractor. Without limiting other possible remedies for the breach of these covenants relating to Confidential Information, the Parties agree that injunctive or other equitable relief shall be available to enforce any and all of these covenants, such relief to be without the necessity of posting a bond, cash or otherwise.
	7. Contractor acknowledges and agrees that it is responsible for the security of all Brown's Cardholder Data (as defined in the Brown University “Accepting and Handling Payment Cards to Conduct University Business” policy) in its possession. Contractor represents and warrants that for the life of the Agreement and/or while Contractor has involvement with Brown University's Cardholder Data, the software and services used for processing transactions shall be compliant with current standards established by the Payment Card Industry Security Standards Council (https://www.pcisecuritystandards.org/). Contractor shall, upon written request, furnish proof of compliance in the form of an Attestation of Compliance (“**AOC**”) with the Payment Card Industry Data Security Standard (“**PCI DSS**”) within ten (10) business days of the request. Contractor agrees that the University may terminate this Agreement immediately, without penalty, upon notice to the Contractor in the event Contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any Cardholder Data.
2. **Intellectual Property.**
	1. Except as otherwise set forth in this section, all items created or developed in, or resulting from, the course of performance of the Services by Contractor of its various obligations under this Agreement, including, without limitation, all (i) plans; (ii) materials; (iii) reports and results; (iv) documents; (v) graphic elements, aesthetic qualities, “look and feel” of any deliverable and all other unique, novel and/or customized parts and aspects of any and all deliverables not generally used or applied to similar products; (vi) computer software, in source code, object code and/or script form, and all related user, programmer and technical documentation, as well as all modifications, and enhancements of any of the foregoing; (vii) text, photos, recordings or other materials of any kind or nature; and (viii) all elements of the deliverables created or developed by or on behalf of Contractor (collectively, the “**Work Product**”) have been or shall have been specially ordered or commissioned by Brown and, accordingly, each is and shall be a “work made for hire” (as that term is defined in the United States Copyright Act of 1976) for Brown, effective as of the moment each such item is fixed in a tangible medium, whether such item is complete. Brown shall be the sole author of such Work Product and the sole owner of all rights therein. Without limiting the foregoing, Brown shall have the irrevocable, worldwide right to use and exploit the Services and Work Product in any manner and to authorize third parties to exercise any of its rights. Contractor shall not use, duplicate or disclose such Work Product for any purpose, other than the performance of the Service required hereunder, without the prior written consent of Brown.
	2. Contractor hereby transfers and assigns to Brown all of its right, title, and interest in the Work Product, including, without limitation, all patents, trade secrets, copyrights, and other propriety rights of Contractor contained therein. Notwithstanding any other provision of applicable law that may cause rights to such Work Product to vest initially in Contractor, all right, title, and interest, including, without limitation, all copyrights in and to any and all copyrightable Services, resulting from or developed in connection with any Services shall be, or shall become owned by Brown and the same are hereby transferred in their entirety to Brown. Contractor shall have no right, title, or interest in any Work Product and shall not use, license, or otherwise transfer or distribute any such Work Product without the prior written consent of Brown. Upon expiration or termination of this Agreement, Contractor shall not take or retain, without prior written consent of Brown, any Work Product or copies thereof in any form or medium of any kind.
	3. Contractor shall (i) execute any and all such documents as Brown may reasonably request from time to time to vest in Brown all of the rights granted or transferred by Contractor under this Agreement and (ii) take all reasonable steps to have each of those persons who has or shall have participated in the development of the Work Product for, or on behalf of, Contractor execute any and all such documents required by Brown for such purposes. Furthermore, Contractor shall assist and cooperate with Brown and its representatives in any controversy or legal proceedings relating to such Work Product.
	4. Contractor shall not acquire any rights of any kind whatsoever including, but not limited to, publication rights, patent, copyright, trademark, or service mark rights, ownership rights, or promotional rights with respect to any inventions, discoveries, technology, or scientific or medical findings, whether patentable or non-patentable, in the Work Product and/or resulting from the Services provided by Contractor. Contractor shall promptly disclose only to Brown or its designee any invention, discovery, technology, or scientific or medical findings, whether patentable or non-patentable, in the Work Product and/or resulting from the Services provided by Contractor.
	5. Notwithstanding the foregoing, the term "Work Product" shall not include any verifiably pre-existing materials, information or products of Contractor including, but not limited to, software, schematics, prototypes, artwork, literature, signage, photography, videography, documentation, displays, and exhibits (collectively, “**Contractor Materials**”). Contractor Materials shall be owned by and shall remain the sole and exclusive property of Contractor (or Contractor’s suppliers, as applicable) at all times. Contractor has the power to and hereby grants to Brown a non-revocable, non-transferable, fully-paid up license without conflict with rights of any third party to use such Contractor Materials in connection with the Work Product and transactions contemplated by this Agreement and for no other purpose whatsoever. The Parties acknowledge that the Fees set forth in this Agreement have been priced accordingly.
	6. The terms of this section shall not apply to any product that has been created by a third party, provided that Contractor shall not include any such third party product in the Services or any Work Product unless Contractor has obtained Brown’s written consent to such inclusion on terms and conditions (including, licenses from the third party) approved by Brown.
3. **Notice.** All notices, requests, and consents required to be made or given hereunder shall be given in writing, registered mail (return receipt requested), addressed as set forth on **Exhibit A**.
4. **Independent Contractor.** Contractor shall be considered to be an independent contractor. Any agreement formed shall not be construed to form any relationship of agency, master-servant, employer/employee, partnership, joint venture, or association Contractor shall be wholly responsible for the Services to be provided and for the supervision of its employees (if applicable) in connection with its provision of the Services. Contractor's employees are not agents or employees of Brown for any purpose. Contractor shall be solely responsible and liable for all salary, workers compensation payments/benefits, income tax withholding, unemployment insurance, Federal Insurance Contributions Act (“**FICA**”), and all other aspects of employment of its employees.
5. **Force Majeure.** In the event that the performance of the obligations under this Agreement is prevented or delayed by reason of Force Majeure, the parties are released from their obligations and neither party shall be responsible for any damages or costs sustained and have no further recourse against the other party.  Force Majeure shall mean fire, earthquake, hurricane, tornado, flood, tsunami, or other natural disasters or acts of God, infectious diseases, epidemics, pandemics, endemics, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause beyond the control of either party.
6. **Conflict in Terms.** If a conflict exists between the terms of this Agreement and any exhibit, attachment, or appendix, the terms of this Agreement shall govern except as otherwise noted on an exhibit, attachment or appendix signed by both parties.
7. **Governing Law.** The Parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Rhode Island and the Parties consent to the jurisdiction and venue of the state and federal courts of Rhode Island.
8. **No Waiver.** The failure of Brown to insist in any instance upon the strict performance of any provision of the Agreement, or to exercise any right or privilege granted to Brown under the Agreement, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
9. **Severability.** If any provision of this Agreement shall be declared void, illegal, or unenforceable, the remaining provisions of this Agreement shall be valid and enforceable to the extent permitted by applicable law.
10. **No Unauthorized Contracts.** Contractor shall not enter into contracts on behalf of Brown without the prior written consent of Brown.
11. **Headings.** The use of headings, captions, and numbers in this Agreement are solely for convenience of identifying and indexing various provisions and shall in no event be considered otherwise in construing or interpreting any provision.
12. **Counterparts.** This Agreement may be executed in any number of counterparts, including facsimile, PDF, and other electronic copies, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.
13. **Amendment.** This Agreement may not be amended or modified except by an instrument in writing signed by each of the Parties hereto.
14. **Entire Agreement.** This Agreement, and any exhibits attached hereto and incorporated herein, constitute the entire agreement between the Parties. Any conflicting or additional terms/conditions shall have no force or effect.

IN WITNESS WHEREOF, Brown and Contractor, through their duly authorized representatives, have hereunto executed this agreement in duplicate as provided below.

|  |  |
| --- | --- |
| **BROWN UNIVERSITY** | ***Click here to enter Entity name*** |
|  |  |
| By (signature):  | By (signature):  |
| Printed Name: ***Enter signatory’s name*** | Printed Name: ***Enter signatory’s name*** |
| Title: ***Click here to enter signatory’s title*** | Title: ***Click here to enter signatory’s title*** |
| Date: ***Click here to enter date*** | Date: ***Click here to enter date*** |

|  |
| --- |
| **BROWN UNIVERSITY** **(Approval for contracts over $500,000)** |
|  |
| By (signature) |
| Printed Name: ***Enter signatory’s name*** |
| Title: ***Click here to enter signatory’s title*** |
| Date: ***Click or tap here to enter date*** |

**EXHIBIT A**

**To**

**RELEASE TIME PROFESSIONAL SERVICES AGREEMENT**

**DIVISION OF BIOLOGY AND MEDICINE**

**(*Click here to enter department name***

**Brown University and *Click here to enter legal name of entity***

Click to enter contract Effective Date

**Description of Services**

1. **Services:** Contractor shall provide the following Services (including, required deliverables (if any)) to Brown in accordance with the terms and conditions of the Agreement:

Employee: ***Click here to enter employee name whose services are being retained***

***Click here to enter the Services to be provided***

Contractor’s individual(s) designated as Key Personnel for the purposes of this Agreement is/are:

***Click here to enter name of Key Personnel. If none, insert N/A***

Contact Person within the Department for the purpose of the Agreement is: ***Click here to enter department contact name***

2. **Fees:** Subject to the terms and conditions of the Agreement, in consideration of the performance of the terms of this Agreement, Brown shall pay Contractor, and Contractor shall accept from Brown, in full payment for Contractor’s services hereunder, a total sum not to exceed ***Click here to enter dollar amount*** for services and expenses. Said amount shall be paid from the Department’s Account (account # ***Click here to enter account #***). Payment shall be made as follows:

***Click here to enter payment terms.***

Final payment is contingent upon all Services having been performed to the Department's satisfaction.

Contractor shall submit to Brown a statement or invoice, in reasonable detail, of the Services delivered during the statement or invoice period Click here to enter when and how invoices are to be submitted to the following address:

***BioMed Finance, Box G-K4***

Attn: ***Insert Contact Name Here***

Providence, RI 02912

Contractor agrees that the above amount is sufficient compensation to cover the costs of all of Contractor's expenses and fees relative to the performance of the services to be rendered hereunder. In the event that Contractor incurs expenses which exceed the total compensation as stated herein, Brown, at its option and at its sole discretion, may reimburse Contractor for any or all of said expenses, in whole or in part, upon submission of invoices for the same by Contractor.

3**. Additional Insurance:** Choose an item.

Click here if automobile insurance is required Also click here if automobile insurance is required; if not, insert N/A

Click here if Cyber Liability/Network & Information Liability is required

Click here if Additional Insurance is being provided

Insert Intentionally Deleted if no additional insurance is applicable

4. **Work Schedule**: The performance of the Services shall be completed in accordance with the following work schedule (the “Work Schedule”):

Click or tap here to enter work schedule; enter N/A if there is no work schedule

Due to the nature of the services provided, Brown may determine the hours of work that Employee will devote to the Services herein described, provided, however, that such hours of work do not exceed [PERCENT] ([NUMBER]%) percent of Employee’s full-time employment. Such duties shall be rendered at such place/s as the Department shall in good faith require.

5. **Special Conditions**:

***Click here to enter any special conditions. If none, insert N/A***

6. **Notices:** All notices, requests, and consents required to be made or given hereunder shall be addressed as follows:

If to Brown: If to Contractor:

|  |  |
| --- | --- |
| **Brown University** | ***Click here to enter Entity name*** |
| Attn: ***Click here to enter name*** | Attn: ***Click here to enter name*** |
| Title: ***Click here to enter contact’s title*** | Title: ***Click here to enter contact’s title*** |
| Department: ***Click here to enter department name*** | Address: ***Click here to enter contact’s mailing address*** |
| Address: ***Click here to enter contact’s mailing address*** | Email: ***Click here to enter contact’s email address*** |
| Email: ***Click here to enter contact’s email address*** | Phone: ***Click here to enter contact’s telephone number*** |
| Phone: ***Click here to enter contact’s telephone number*** |  |

Copies of legal notices to:

Brown University

Office of the General Counsel Box 1913

Providence, RI 02912