**General Services Agreement**

(**For use when the total cost of service does not exceed $3,000)**

 This General Services Agreement (the "Agreement") is made and entered into this DAY day of MONTH, 2022, (the “Effective Date”) by and between Brown University, ("Brown"), on behalf of its NAME OF DEPARTMENT, and NAME OF CONTRACTOR, a contractor providing the Service (“Contractor”) located at PAYMENT ADDRESS with payments addressed to ADDRESS FOR INVOICE PAYMENTS. Any other applicable terms & conditions not at variance with those below may be attached as an addendum and must be signed by both the Contractor and the Authorized Officer of Brown.

PART I. DEPARTMENTAL CERTIFICATION – The Department certifies that in the case of a self-employed Contractor, the Department has completed and attached the following file:

[Employee vs. Independent Provider Checklist](https://www.brown.edu/about/administration/purchasing/sites/brown.edu.about.administration.purchasing/files/uploads/EE%20vs%20IC%20Checklist%2012.13.21%20Fillable_0.pdf)
*Ctrl+click to open link*

PART II. TERMS AND CONDITIONS

**1. Contractor Responsibilities; Fees**. Contractor will perform the Services, as follows:

Describe the nature of service or scope of duties to be performed and how services will be provided

to the reasonable satisfaction of Brown. Assuming such satisfactory performance, Brown shall pay Contractor, as follows:

Fee for Services: $      per LUMP SUM, DAY, HOUR, etc.

Other expenses (hotel, travel, meals, etc.)

TOTAL fee for services and expenses (not to exceed without written amendment

within 15 days of the termination date herein stated or as otherwise specified in an amendment to this Agreement signed by the parties.

**2. Term.** The term of this Agreement shall be from the date of this Agreement, DATE OF AGREEMENT until completion of the Services and payment therefor by Brown, TERMINATION DATE (the “termination date”).

**3. Ownership of Work Product.** Contractor hereby sells, assigns, grants and transfers to Brown all right, title and interest in any reports, documents, performances or other materials authored or created by Contractor for Brown pursuant to this Agreement, including without limitation all copyrights, renewals and extensions thereof.

**4. Relationship of Brown and Contractor; Tax Withholding.** Brown and Contractor are independent entities. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. Contractor shall in no way become an employee of Brown pursuant to this Agreement. Neither party shall have the authority to nor shall either party attempt to create or assume any obligation by or on behalf of the other party. Brown shall not withhold any state or federal taxes or assessment from the payment due to Contractor. However, based on the services provided under this Agreement, an IRS Form 1099 shall be issued in Contractor’s name for total payments made, including expenses. This clause does not apply to nonresident aliens who, depending on tax treaties between their country and the United States, may be subject to taxation.

**5. Contractor Certifications.** Contractor shall observe and abide by all applicable laws and regulations, including, but not limited to, those of Brown relative to conduct on its premises. Contractor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**6.Use of Brown Data; Assurances of Confidentiality and Safeguarding** Except as specifically authorized in writing by Brown, information and other data developed or acquired by or furnished to Contractor in the performance of this Agreement shall be used only in connection with services provided to Brown and shall be the exclusive property of Brown. : In accordance with the Gramm-Leach-Bliley Act and the Family Education Rights and Privacy Act, Contractor assures that it is capable of maintaining appropriate safeguards for non-public personal financial information, student education records, and other protected information ("Brown Confidential Information (BCI)") to which Contractor may be provided access to. Information shall be held in the strictest confidence and may only be used/accessed for the purposes set out in the agreement. Contractor will protect BCI in accordance with generally accepted commercial standards and no less rigorously than it protects its own confidential information. Contractor shall not release BCI obtained/accessed to any other party unless authorized in writing by the appropriate data owner at Brown. Contractor laptops and/or PDAs used to transmit or store BCI (with written permission) must be patched and protected with up-to-date anti-virus and anti-spyware software. Remote access to BCI must be protected with a Brown-approved encryption mechanism (e.g. VPN, SSH). Upon termination of this Agreement, Contractor shall return to Brown all BCI in its possession and Contractor shall not maintain any originals or copies of BCI, in any format or on any media. Any breach by Contractor of these obligations shall be cause for immediate termination of this Agreement. Contractor shall immediately notify Brown of any breach of its obligations of confidentiality. Contractor agrees that any breach of its obligations of confidentiality will cause immediate and irreparable injury and that Brown shall be entitled to obtain injunctive relief in addition to any other remedies available at law.

**7. Notice of Delay**. Contractor shall notify Brown promptly of any expected delay in performance of services. However, Contractor shall not be liable for delays in performance beyond its reasonable control.

**8. Termination**. Either Brown or Contractor may terminate performance under this Agreement at any time by notifying the other party in writing at least (10) days in advance of the effective date of the termination specified in such notice.

**9. Approval of Contractual Changes.** Brown may, at any time and through a written amendment to this Agreement signed by a duly authorized officer, make changes within the scope of work or period of performance of this Agreement. Changes in the terms of payment shall be negotiated as appropriate. No additional payment for extras shall be made unless performed pursuant to a written amendment.

**10. Indemnification**. Contractor agrees to indemnify and hold harmless Brown from any claim, damage, liability, injury, expense or loss arising out of Contractor’s performance under this Agreement which is not directly caused by the gross negligence of Brown, its employees or agents.

**11. Complete Agreement; Governing Law; Assignment**. This Agreement constitutes the complete understanding of the parties and supersedes any other agreements and shall be governed by the laws of the State of Rhode Island. This Agreement shall not be assigned by Contractor.

Signed: Signed: AUTHORIZED SIGNATURE BROWN UNIVERSITY CONTRACTOR

Title: TITLE Title: TITLE

Date: DATE Date: DATE