**NORTHEASTERN UNIVERSITY SERVICE PROVIDER AGREEMENT**

This Service Provider Agreement (this “**Agreement**”) is made and entered as of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between Northeastern University, a Massachusetts nonprofit educational corporation having an address at 360 Huntington Avenue, Boston, MA 02115 (“**Northeastern**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Service Provider**”). In consideration of the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Provision of Services.** During the term of this Agreement, Service Provider shall perform the Services described in one or more Statements of Work executed pursuant to this Agreement (each, a “**SOW**”), using the form attached as Exhibit A. The term “**Services**” means all work performed by and/or at the direction of Service Provider for Northeastern in accordance with this Agreement and described in a duly executed SOW. In providing the Services, Service Provider and its agents, employees, contractors and subcontractors shall comply with all applicable Northeastern policies and all reasonable procedures prescribed by Northeastern for coordination of the Services with the functions, activities and operations of Northeastern and shall perform the Services in a timely, professional manner. If applicable, Service Provider shall promptly remove and dispose of all debris and rubbish caused by or resulting from the Services, and upon completion of the Services shall remove all of its temporary structures and surplus materials.

2. **Compensation.** (a) As compensationfor satisfactory performance of the Services provided pursuant to this Agreement, Northeastern shall pay Service Provider the amount(s) set forth in the applicable SOW. Within forty-five (45) days after receipt of invoice, Northeastern shall pay to Service Provider the undisputed fees for the Services reflected thereon subject to the terms and conditions of this Agreement. Northeastern shall have no obligation to make any payment or reimbursement for any expenses or fees incurred in connection with the performance of Services pursuant to this Agreement except as provided in the applicable SOW.

(b) Service Provider shall not charge taxes to Northeastern. Northeastern is a non-profit organization with tax-exempt status under Internal Revenue Code 501(c)(3) (EIN 04-1679980).

3. **Marketing and Trademarks.** Northeastern shall have 100% control over all publicity, advertising and promotion of any engagements/events or other activities contemplated by this Agreement. Except as expressly authorized in the applicable SOW, Service Provider shall not cause or allow the name, logos, trademarks or other marks of Northeastern to be used in any advertising, promotional literature or other publications of Service Provider or otherwise without the prior written consent of Northeastern in each case.

4. **Relationship of the Parties.** The status of Service Provider shall be that of an independent contractor and nothing in this Agreement is intended, or shall be understood or construed, to create any relationship between the parties in the nature of joint venture, employment, agency or partnership. Neither party shall have any power or authority to act on behalf of the other party or in its name or to bind the other party, either directly or indirectly, in any manner, nor shall either party make any representation otherwise to any person.

5. **Indemnification.** Service Provider shall defend, indemnify and hold harmless Northeastern and its trustees, directors, officers, employees, students and agents (each, an “**Indemnified Party**”) from and against any and all claims, demands, suits, settlements, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees) (each, a “**Claim**”) paid or incurred by, or asserted against any of the Indemnified Parties and arising out of or in connection with (i) the breach of this Agreement by the Service Provider, or (ii) the negligence or willful misconduct of the Service Provider or any of its officers, directors, trustees, employees, contractors, representatives and/or agents, except to the extent such Claim arises from the negligence of any Indemnified Party.

6. **Compliance with Law.** Service Provider shall comply, and shall require that its contractors and subcontractors comply, with all municipal, state, federal and other laws and regulations applicable to Service Provider’s performance of this Agreement.

7. **Confidential Information, Privacy and Security.** All non-public information provided by or on behalf of Northeastern to Service Provider is considered confidential information (“**Confidential Information**”) of Northeastern. Service Provider shall not disclose, access or use, or permit others to disclose, access or use, Confidential Information of Northeastern except as expressly provided in this Agreement. Service Provider shall use reasonable and appropriate physical, technical and administrative measures to safeguard Confidential Information against any misuse or accidental or unlawful destruction, loss, alteration, or unauthorized use, disclosure or access. If and only to the extent that Service Provider receives or is provided access to information that can identify a unique individual, directly or indirectly, when providing the Services, Service Provider shall adhere to the requirements set forth in the applicable Northeastern Data Processing Addendum located at [https://generalcounsel.northeastern.edu/contracts-transactions/data-processing-addendum/](https://generalcounsel.northeastern.edu/contracts-transactions/data-processing-addendum/that) that is in effect on the date of this Agreement.

8. **Term.** The term of this Agreement shall begin as of the date hereof and, if not terminated earlier as provided in this Agreement, shall terminate on the later of the second anniversary hereof or when there are no active SOWs in effect hereunder.

9. **Termination for** **Breach.** Either party may terminate this Agreement immediately if the other party fails to perform any term or condition under this Agreement and such failure continues for five (5) days after the non-breaching party provides written notice thereof. Northeastern shall have no liability to Service Provider beyond payment pursuant to this Agreement for the Services rendered to and accepted by Northeastern prior to the date of such termination. If this Agreement or any SOW is terminated due to Service Provider’s uncured failure to perform any term or condition under this Agreement, Service Provider shall provide a prompt refund of any prepaid amounts hereunder to the extent attributable to Services that would have been performed after the date of such termination.

10. **Force Majeure.** Notwithstanding any provision of this Agreement to the contrary, neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, lightning, explosion, war, acts of terrorism, epidemic, pandemic, travel restrictions, public health recommendations, government requirements, acts of god, acts or failure to act by any governmental authority, or any other occurrence beyond such party’s reasonable control. The affected party shall provide prompt notice to the other party of such force majeure event. If the force majeure event prevents timely provision of the Services, the parties may agree to reschedule the Services to a mutually agreeable date. If the parties are not able to determine a mutually agreeable date, either party may terminate this Agreement without penalty, and any prepaid amounts for Services not delivered or performed will be promptly refunded (less any out-of-pocket costs reasonably incurred by Service Provider in furtherance of the Services to be provided under the applicable SOW).

11. **Governing Law.** The validity, construction, interpretation and all other matters relating to this Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles. In the event of any dispute hereunder or any action or proceeding to enforce any term of this Agreement, the parties shall submit to the exclusive venue of any state or federal court located in Suffolk County, Massachusetts.

12. **Responsibilities of Service Provider.** Except as otherwise expressly agreed in writing by the parties, all equipment, supplies and personnel used to provide the Services shall be furnished by Service Provider. Service Provider shall: (a) be solely responsible for payment to its employees, contractors and subcontractors in connection with the Services provided pursuant to this Agreement, and (b) as between Northeastern and Service Provider, be solely responsible for the acts and omissions of its employees, contractors and subcontractors in connection with this Agreement.

13. **Alcohol and Drug Use on Campus.** Neither Service Provider nor its employees shall use or be under the influence of alcohol or drugs at any time while on the Northeastern campus or while providing the Services.

14. **Insurance.** During the term of this Agreement and the provision of the Services hereunder, Service Provider shall, at its own expense, maintain a commercial general liability policy of insurance insuring against any and all claims for bodily injury, including without limitation death and property damage resulting from any act or omission of Service Provider, its employees, contractors, subcontractors, agents or representatives. Such policy must have limits of not less than $2,000,000.00 per occurrence and not less than $4,000,000.00 in the aggregate. Service Provider shall provide a certificate of insurance to Northeastern in a form reasonably acceptable to Northeastern which names Northeastern as a certificate holder and an additional insured prior to commencing the Services.

15. **Service of Alcohol.** If alcohol is being served as part of the Services, Service Provider assumes all responsibility for complying with and enforcing state and local laws relating to the sale of alcohol. Service Provider will be responsible for checking attendees for legal drinking age and any collection of money from the bar. Further, Service Provider agrees to maintain adequate liquor liability insurance and will defend, indemnify and hold harmless Northeastern, its trustees, employees, students and agents from and against any and all liability, cost or expense (including reasonable attorneys’ fees) in any way related to Service Provider’s provision of alcohol in violation of the terms hereof or applicable law.

16. **Entire Agreement; Assignment.** This Agreement contains the entire agreement between the parties and may not be modified except by written agreement of the parties. This Agreement supersedes all prior communications, understandings and agreements, whether oral or written, between Northeastern and Service Provider with respect to the subject matter hereof. All exhibits, addenda, attachments and riders to this Agreement are attached hereto and made a part hereof by this reference. In the event of any conflict or inconsistency between the terms hereof and any such exhibit, addenda, attachment or rider, the terms hereof shall govern and control. Service Provider may not assign or otherwise transfer any rights or obligations of Service Provider to any person or entity without the prior written consent of Northeastern.

17. **Survival; Severability.** The provisions set forth in paragraphs 4 (Relationship of the Parties), 5 (Indemnification), 7 (Confidential Information), 11 (Governing Law), 12 (Responsibilities of Service Provider), 15 (Service of Alcohol), 16 (Entire Agreement; Assignment), 17 (Survival; Severability), and 18 (Liability) shall survive any cancellation or termination of this Agreement. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, then such provision shall be deemed stricken and the remainder of this Agreement shall remain at all times in full force and effect and such invalid or unenforceable provision shall, to the extent legally permitted, be replaced by the valid and enforceable provision that comes closest to the parties’ intent underlying the invalid or unenforceable provision.

18. **Liability.** Notwithstanding any provision in this Agreement, in no event shall the aggregate liability of Northeastern to Service Provider (including its employees, agents, representatives, directors and officers) for all Claims relating to this Agreement exceed the amount paid or payable by Northeastern to Service Provider under this Agreement. Northeastern shall have no liability to Service Provider or its employees, agents, representatives, directors and officers for any lost revenue, consequential, indirect, special, punitive or other similar damages, however caused and whether Northeastern has been advised of the possibility of such damages.

19. **Warranties.** Each party warrants that it possesses the legal authority to enter this Agreement and that it has taken all actions required by its procedures, bylaws or other applicable law to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a party hereby represents and warrants that he or she has the authority to execute and deliver this Agreement on behalf of the party for whom he or she signs.

[*Signature page immediately follows*]

**IN WITNESS WHEREOF**, the parties hereto have caused this Service Provider Agreement to be executed by their respective duly authorized representatives as of the date first written above.

**NORTHEASTERN UNIVERSITY:** **SERVICE PROVIDER:**

By: By:

Name: Name:

Title: Title:

**EXHIBIT A to SERVICE PROVIDER AGREEMENT**

**Form of Statement of Work**

This Statement of Work No. \_\_\_\_\_\_\_\_ (“**SOW**”), dated \_\_\_\_\_\_\_\_\_\_\_\_\_, is hereby made a part of the Service Provider Agreement by and between Northeastern University (“**Northeastern**”) and (“**Service Provider**”) dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Agreement**”). Unless otherwise stated below, this SOW supersedes and terminates any and all prior SOWs between Service Provider and Northeastern for the same Services described below. All capitalized terms used and not defined in this SOW shall have the meaning ascribed to them in the Agreement.

The parties hereby agree that Service Provider shall provide to Northeastern, in accordance with the terms and conditions of the Agreement and this SOW, the following:

**Name/Location of Engagement:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date(s) of Services:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Description of Services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Required Deliverables, if Any: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Payment for Services: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name and Contact Information of Primary Contact at Service Provider:**

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

[*signature page immediately follows*]

**IN WITNESS WHEREOF**, the parties hereto have caused this Statement of Work to be executed by their respective duly authorized representatives as of the date first written above.

**NORTHEASTERN UNIVERSITY** **SERVICE PROVIDER:**

By: By:

Name: Name:

Title: Title: