



Outside Services Agreement

Institution/Organization:**Name:** The Concord Consortium, Inc. ("CC")**Address:** 25 Love Lane
Concord, MA 01742**Outside Services Provider:****EIN Number:****Agreement No.****Period of Performance:****Budget:**

Terms and Conditions

1. CC hereby awards a cost reimbursable Outside Services Agreement ("Agreement"), as described above, to Vendor. The Statement of Work and Budget for this Agreement are appended as Attachment 2. In its performance of work, Vendor shall be an independent entity and shall not be considered in any way an employee or agent of CC.
2. CC shall reimburse Vendor not more often than monthly for allowable costs. Questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 1.
3. A final statement of costs incurred, marked "FINAL" must be submitted to CC's Financial Contact NOT LATER THAN sixty (60) days after end date. The final statement of costs shall constitute Vendor's final financial report, and payment by CC under such final statement shall be considered payment in full.
4. Matters concerning the technical performance of this Agreement should be directed to the appropriate party's Project Director, as shown in Attachment 1.
5. Matters concerning the request or negotiation of any changes in the terms, conditions, amounts, or assignments cited in the Agreement must be directed to the appropriate party's Administrative Contact, as shown in Attachment 1. Any such changes made to this Agreement require the written approval of each party's Authorized Official, as shown in Attachment 1.
6. This Agreement may be terminated by written notice from CC to the Vendor. CC shall pay Vendor for all allowable, non-cancelable obligations in the event of termination by CC as allowable under applicable regulations. Within 30 days of the date of termination, Vendor will deliver to CC a summary of progress under the Agreement and an itemized accounting of costs incurred prior to the effective date of termination. Final allowable costs will be determined in accordance with the terms of this Agreement, appropriate federal cost principles and progress under the Agreement. In no event will CC be liable for costs in excess of the Budget
7. Both parties recognize and agree that all rights, title and interest in and to all designs, software, firmware, related documentation, and works of authorship prepared by Vendor for CC pursuant to this agreement shall belong exclusively to CC. Vendor agrees that works made pursuant to this agreement constitute works made for hire and hereby assigns ownership of the trademarks, copyrights, patents, and other intellectual property rights in them to CC. There shall be no obligation of CC or any of its licensees to designate Vendor as author of any designs, software, firmware, related documents or other works of authorship when distributed publicly or otherwise, nor to make any distribution thereof. Vendor hereby waives and releases all rights, if any, to foregoing works made for hire, and agrees to assist CC in any manner deemed necessary to CC to permit CC to apply for, obtain and enforce relates trademarks, copyrights or patents. Vendor will certify that all materials delivered are consistent with licensing goals for the project in which they will be included. Vendor will not include any third-party software or content in their work product without review and approval by CC of the distribution license for that third-party software or content.
8. Non-Disclosure of Information: All materials and information given or disclosed to Vendor by CC or prepared by Vendor for CC under this Agreement, whether proprietary to CC or not, shall be deemed confidential. Vendor agrees to keep such materials and information strictly confidential and not disclose them to any third party at any time, before, during or after the term of this Agreement, without CC's written consent. Upon ending of this Agreement, Vendor shall surrender to CC, if CC so requests in writing, all written and descriptive materials, including but not limited to drawings, software, models, partially completed work, descriptions and all other papers and documents and materials relating to any work performed for or on behalf of CC under this agreement. This Section shall apply regardless of whether CC's confidential information is produced by Vendor or not. This Section #8 shall survive termination of this Agreement.

9. Independent Contractor Status: It is agreed that Vendor is performing services under this Agreement as an independent contractor for CC and not as an employee, agent or representative of CC. CC's liability hereunder shall be limited to payment of the fee set forth in this Agreement.
10. Taxes: Vendor agrees to pay and to take sole responsibility for all applicable taxes that may arise as a result of this Agreement, including but not limited to social security, income tax withholding, disability and other payroll tax requirements. CC may, at its option, require Vendor to furnish proof of payment of taxes by completing IRS Form 4669.
11. Conflict of Interest: Neither Vendor nor any of Vendor's personnel assigned to work under this Agreement shall engage in any work or undertaking that may conflict with or create any legal impediment to Vendor's performance under this Agreement or the rights herein granted by Vendor to CC during the terms of this Agreement and for a period of one year thereafter. Vendor represents that there is no such present conflict of interest nor any legal impediments to Vendor's performance under this Agreement.
12. Indemnity: Vendor shall, at Vendor's expense, indemnify, defend and hold harmless CC from and against all losses, costs, damages and expenses resulting from claims by third parties that any right, title or other interest granted by Vendor under this Agreement or any Service, invention, materials, hardware, documentation, design, drawing, method, report, record, software or other item provided by Vendor under this Agreement infringes on the rights of any person or entity. Vendor shall immediately notify CC in writing of each and every claim by any person or entity that might affect CC's rights under this Agreement.
13. Miscellaneous: Vendor shall not assign this Agreement or any right or obligation hereunder without CC's consent, and any attempted assignment without CC's written consent shall be deemed void. Failure of either party to insist in any instance upon strict performance by the other party of any term, condition or obligation set forth in this Agreement shall not be deemed a waiver of such or any other provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors of CC and of Vendor. This Agreement represents the entire understanding of the parties hereto and supersedes all prior written or oral agreements with respect to the subject matter hereof. Any dispute arising out of this agreement requiring litigation shall take place in a state or federal court located in the greater Boston area. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, excluding its conflict of laws rules.
14. Enforceability: If any provision of this Agreement is held invalid by law, this shall not affect the other provisions of this Agreement, the application of the invalid provision to any circumstance other than that with respect to which this Agreement was found to be unenforceable, or the validity or enforceability of this Agreement as a whole.
15. Federal and NSF guidelines: Vendor agrees to abide by the following Federal and NSF guidelines.
 - a. OMB Circular A-110
 - b. The Proposal and Award Policies and Procedures Guide, including addenda in effect as of the beginning date of the period of performance.
 - c. Research Terms and Conditions found at < <http://www.nsf.gov/bfa/dias/policy/rtc/terms.pdf>> and Agency Specific Requirements found at < http://www.nsf.gov/pubs/policydocs/rtc/nsf_708.pdf>, except for the following:
 - i. The right to initiate an automatic one-time extension of the end date provided by Article 25(c)(2) is replaced by the need to obtain prior written approval from CC;
 - ii. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Article 9 of the Agency-Specific Requirements are replaced with Terms and Conditions of this agreement; and
 - iii. Any prior approvals are to be sought from CC and not the Federal Awarding Agency.

By an Authorized Official of CC:

By an Authorized Official of Vendor:

Signature and Date

Signature and Date

Title: _____

Title: _____

Attachment 1: CC and Vendor Contacts
Attachment 2: Statement of Work and Budget

**Attachment 1
CC and Vendor Contacts**

CC Contacts	Vendor Contacts
<p>Administrative Contact Name: Lisa Buoncuore Address: The Concord Consortium 25 Love Lane Concord, MA 01742</p> <p>Telephone: 978-405-3204</p> <p>Fax: 978-405-2076</p> <p>Email: lbuoncuore@concord.org</p>	<p>Administrative Contact Name: Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>
<p>Project Director Name: Chad Dorsey Address: The Concord Consortium 25 Love Lane Concord, MA 01742</p> <p>Telephone: 978-405-3232</p> <p>Fax: 978-405-2076</p> <p>Email: cdorsey@concord.org</p>	<p>Project Director Name: Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>
<p>Financial Contact Name: Lisa Buoncuore Address: The Concord Consortium 25 Love Lane Concord, MA 01742</p> <p>Telephone: 978-405-3204</p> <p>Fax: 978-405-2076</p> <p>Email: lbuoncuore@concord.org</p>	<p>Financial Contact Name: Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>
<p>Authorized Official Name: Chad Dorsey or Yu-Ling Wu Address: The Concord Consortium 25 Love Lane Concord, MA 01742</p> <p>Telephone: 978-405-3232 or 3202</p> <p>Fax: 978-405-2076</p> <p>Email: cdorsey or ywu @concord.org</p>	<p>Authorized Official Name: Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>

**Attachment 2
Statement of Work and Budget**