EMPLOYEE SERVICES AGREEMENT

BY AND BETWEEN

PRESIDENT AND FELLOWS OF HARVARD COLLEGE

ON BEHALF OF HARVARD MEDICAL SCHOOL

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FOR EDUCATION AND ADMINISTRATIVE SERVICES OF EMPLOYEE

This Agreement (the “Agreement”) is made effective as of \_\_\_\_\_\_\_\_\_\_ (“Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Affiliate”), a Massachusetts nonprofit corporation with an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and President and Fellows of Harvard College on behalf of Harvard Medical School, a Massachusetts nonprofit corporation with an address at 25 Shattuck Street, Suite 509, Boston, MA 02115 (“Harvard”).

WHEREAS, Affiliate employs individuals with particular skills and expertise in research, education and administrative services;

WHEREAS, Harvard requires the assistance of an individual with particular skills and expertise in research, education and administration to fulfill the role of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Role”), and Affiliate is willing to provide such an employee to Harvard; and

WHEREAS, the parties have agreed to certain terms and would like to memorialize the terms of their agreement and their respective rights and responsibilities;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Scope of Service.

Affiliate will provide Harvard the services of \_\_\_\_\_\_\_\_\_\_ (the “Employee”) for the time commitments reflected in Sections 2 and 3 below. The Employee shall be available to provide the education and/or administrative services as set forth in Exhibit A (the “Services”). The Employee shall provide the Services in a professional manner and in accordance with applicable policies, procedures and contractual obligations of Harvard. If for any reason Affiliate is no longer able to make the Employee available to provide the Services pursuant to this Agreement, Affiliate shall have no obligation to substitute another employee and Harvard shall have no obligation to accept any substitute employee who is offered.

Harvard shall, at its own expense, provide or arrange for adequate office space, equipment, supplies and administrative support to allow the Employee to provide the Services pursuant to this Agreement.

1. Compensation.

As consideration for the Services to be provided by the Employee under the Agreement, Harvard shall pay Affiliate an amount equal to XX% of the Employee’s agreed upon administrative base salary of $\_\_\_\_\_\_, plus a fringe benefit payment of XX%, which is Affiliate’s current standard fringe rate. For the period \_\_\_\_\_\_\_\_\_\_, the total amount will be $\_\_\_\_\_\_, detailed as follows:

Salary $\_\_\_\_\_\_

Fringe benefits $\_\_\_\_\_\_

Such payments shall be made on a quarterly basis in the amount of $\_\_\_\_\_\_ for each full quarter that Employee provides the Services to Harvard, or in a prorated amount for any partial quarters of Services. Harvard shall pay Affiliate the compensation described herein within sixty (60) days following receipt of Affiliate’s invoice sent to \_\_\_\_\_\_\_\_\_\_.

1. Term and Termination.

This Agreement shall be effective from the Effective Date through \_\_\_\_\_\_\_\_\_\_ (the “Completion Date”). Thereafter, the Completion Date may be extended by execution of a duly authorized amendment to this Agreement. The parties agree to review and consider the Services and Compensation contemplated by this Agreement and to discuss in good faith any appropriate adjustments to such terms, no later than 30 days prior to the then current Completion Date. This Agreement shall terminate automatically on such date as the said Employee ceases to be employed by Affiliate or ceases to serve in the Role for any reason. Either party may terminate this Agreement on 30 days prior written notice to the other party.

1. Use of Harvard Names.

Affiliate shall not use the name "Harvard" (alone or as part of another name, and in any language) or any logos, seals, insignia or other words, names, symbols, images or devices that identify Harvard or any Harvard school, unit, division or affiliate (“Harvard Names”) for any promotional purpose in connection with the Services or this Agreement, including in any press release, public announcement, website or other advertising or publicity materials, except as expressly provided in this Agreement, or with the prior written approval of, and in accordance with restrictions required by, Harvard. For the avoidance of doubt, nothing in this Agreement shall be deemed to change any existing rights to use Harvard Names that have previously been granted to Affiliate by Harvard.

1. Intellectual Property.

Any intellectual property developed by the Employee in the course of providing the Services shall be the property of Harvard or the Employee, and Affiliate agrees that it shall have no claim on such intellectual property. As between Harvard and the Employee, the ownership of any intellectual property created in the course of providing the Services shall be determined by reference to Harvard’s Statement of Policy in Regard to Intellectual Property, as amended, and solely for the purposes of such determination the Employee shall be treated as if he or she were employed in the Role by Harvard.

1. Notices.

Any notice under this Agreement may be delivered in person, or sent by electronic mail, by registered or certified mail, postage prepaid, or by recognized delivery service, using the contact information listed below or the most recent contact information provided by the recipient (by means of notice complying with this paragraph), and such notice shall be deemed to have been given when so delivered in person, sent by electronic mail, or mailed.

To Harvard: Harvard Medical School

 Office of Research Administration

 25 Shattuck Street, Suite 509

 Boston, MA 02115

 Email: SPAContracts@hms.harvard.edu

 Attention: Director, Grants & Contracts

With copy to: Address

Email:

Attention:

To Affiliate: Address

Email:

Attention:

Affiliate and Harvard agree, to the extent permitted by law, to notify the other party, as soon as reasonably possible, of any complaint, grievance or claim it receives that relates to the Services. Each party further agrees to cooperate in any investigation or resolution by the other party of any such complaint, grievance or claim.

1. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns.

1. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts (excluding conflict of laws rules).

1. Assignment.

This Agreement may not be assigned by either party, nor transferred by operation of law, without the prior written consent of the other. Any assignment or transfer without such consent shall be void.

1. Entire Agreement; Amendments.

This Agreement states the entire agreement between the parties with respect to the Services and supersedes and cancels all previous negotiations, agreements, and writings relating to the Services. It may be amended only by an agreement in writing that refers explicitly to this Agreement, signed by each of the parties.

1. Severability.

In the event that any provision of this Agreement shall be held invalid by any court, the remainder of the Agreement shall remain in force unless the invalid provision materially affects the rights of the parties.

1. Waiver.

Any waiver by either party of a breach of any provision of this Agreement must be in writing and shall not be deemed a waiver of any subsequent breach. No delay or omission in the exercise or enforcement of any right or remedy provided in this Agreement or by law by either party shall be construed as a waiver of such right or remedy.

1. Relationship of the Parties.

This Agreement is not intended and is not to be construed to create any joint venture, partnership, association or any other relationship among the parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement. Except as otherwise expressly provided in this Agreement, no party shall hold itself out to be the agent or representative of any other party for any purpose, and shall not have the authority to bind the other party to any obligation. No party shall be responsible for the acts or omissions of the other party.

In providing the Services hereunder, the Employee shall continue to be an employee of Affiliate, which shall be solely responsible for the payment of Employee’s salary and the provision of any employee benefits to which Employee may be entitled. Affiliate shall be responsible for the reporting, payment, and remission to the proper authorities of any tax, contributions, or fees related to the Services, including all federal, state or local income taxes or contributions required under the social security, unemployment insurance, worker’s compensation, or other laws of any jurisdiction.

1. Counterparts.

This Agreement may be signed in counterparts, which shall be effective as a single agreement. Signatures of this Agreement may be affixed and exchanged by email or other electronic means.

The parties have executed this Agreement as of the date first above written.

PRESIDENT AND FELLOWS
OF HARVARD COLLEGE on behalf of Harvard Medical School

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

 Name:
 Title:

 AFFILIATE

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

 Name:
 Title:

**EXHIBIT A**

SERVICES

The Employee will devote XX percent (XX%) of his/her professional time to providing the following Services: