

**Master Services Agreement**  
**by and between**  
**Emory University by and on behalf of its**  
**Oxford College**  
**and**

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This Services Agreement (the "Agreement") is entered into by and between Emory University by and on behalf of its Oxford College, a Georgia Nonprofit Corporation, ("Emory") and \_\_\_\_\_ ("Vendor") on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the Effective Date").

**WHEREAS**, Emory desires to contract with Vendor for the performance of the Services attached herein, and Vendor is able to and agrees to provide such Services in accordance with the terms and conditions set forth below.

**NOW THEREFORE**, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES, INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

**Article 1**  
**Services**

Subject to the terms and conditions herein, Emory hereby engages Vendor for services outlined in Addendum 1 (Scope of Services).

**Article 2**  
**Responsibilities of Emory**

Except as otherwise provided in this Agreement, Emory shall not be required to provide any supplies, equipment, staff, or support services to Vendor in connection with the Services contemplated under this Agreement.

### **Article 3**

#### **Term**

The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_ and shall continue in full force and effect through the performance of the Services and payment as set forth herein.

Notwithstanding the foregoing, neither party shall be in violation of this Agreement, and neither party shall be liable to the other for damages in the event either is prevented from performing any of the obligations hereunder for a reason beyond its reasonable control, including without limitation, natural disaster, epidemic, act of God, declared war, strike, governmental restrictions and controls or production or maintenance delays.

### **Article 4**

#### **Compensation & Expenses**

As payment for the Services requested by Emory hereunder, Emory shall pay \$\_\_\_\_\_ for services rendered. Payment of the Fee shall be made by check or wire transfer based on the booking contract in Attachment 1 (Invoice).

### **Article 5**

#### **Status of the Parties, Insurance & Indemnification**

**5.01 Vendor Status.** The parties acknowledge that Vendor shall perform the Services hereunder as a Vendor. The manner and method of performing the Services shall be under the sole control and exclusive discretion of the Chief Business Officer on behalf of Oxford College. Except as expressly agreed in this Agreement, nothing herein will be deemed to create any other relationship between the parties including, without limitation, a partnership relation, an agency relation, an employer/employee relation, a joint venture or other form of joint enterprise between the parties.

**5.02 Insurance.** Vendor shall maintain at its own expense and at all times during the Term of the Agreement:

Workers' Compensation - Statutory Limits (if coverage is legally required) and Employer's Liability of \$1,000,000 each accident; \$1,000,000 disease policy limit and \$1,000,000 disease each employee. Commercial General Liability - \$1 million dollars per occurrence/\$1 million aggregate. Auto Liability - \$1 million (Only required if vehicles used in the performance of the service). Errors and Omissions/Professional Liability Insurance - \$1 Million per occurrence and \$3 Million in the aggregate.

If said insurance is to be canceled or changed by insured or insurer so as to affect the coverage required by this contract, at least ten (10) days' prior written notice of such cancellation or change

shall be sent to Emory at the address provided for below. Coverage shall be maintained throughout the term of this Agreement, and if the policy is claims-made, for two-years thereafter, or any renewal or extension granted thereafter, and failure to maintain such insurance shall be grounds for the immediate termination of this Agreement by Emory. In addition, liability coverages shall be endorsed to name Emory University as an additional insured in connection with the Agreement, and at the time that this Agreement is executed, Vendor shall provide Emory with certificates evidencing such coverage and showing Emory University as the additional insured.

### **5.03 Indemnification.**

- (a) Each party shall fully indemnify, defend and hold harmless the other party and its affiliated entities and each of its respective trustees, directors, officers, students, employees, agents, and successors and assigns against any and all claims, demands, actions, suits, damages (including special and consequential damages), liabilities, losses, settlements, judgments, fine, charge, lien, costs and expenses (including but not limited to reasonable attorney's fees and related costs of defense) (collectively, "Claim"), whether or not involving a third party claim, which arise out of or relate to: (i) the indemnifying party's breach of any representation or warranty contained in this Agreement; (ii) any breach or violation of any covenant or other obligation or duty of the indemnifying party under this Agreement or under applicable law; and (iii) the negligent acts or omissions of the indemnifying party or the indemnifying party's subcontractors or agents, if applicable, in the course of activities carried out in connection with this Agreement. This subsection and all indemnification obligations shall survive termination or expiration of the Agreement.

## **Article 6 Confidentiality and Research Rights**

### **6.01 N/A**

**6.02 Confidential and Proprietary Information.** Vendor covenants that, during the term of this Agreement and for a period of five (5) years following termination of this Agreement, regardless of whether termination was with or without cause, Vendor agrees that it will not divulge any "Confidential and Proprietary Business Information" (as defined below) of Emory to any person, facility or other party except in the proper course of the Vendor's prescribed duties set forth herein. The term "Confidential and Proprietary Business Information" shall mean information which is designated by Emory as confidential, communicated by Emory under circumstances suggesting confidentiality, or is known by Oxford College to be considered by Emory as confidential. Confidential and Proprietary Business Information includes but is not limited to: (i) financial information of Emory, (ii) information relating to Emory's methods of doing business, price structures, systems of operation, know-how, design, forms or any other confidential information, (iii) computer software programs developed by or on behalf of Emory specifically for its use in its business, (iv) any of the terms or provisions of this Agreement, and (v) all other plans, processes, mechanisms, compounds or compilations of information known only to Emory and those of its employees or Vendors in whom the confidential business information must be confided in order for its intended use.

**6.03 Rights to Research and Data. N/A**

**6.04 Survival.** Notwithstanding anything to the contrary in this Agreement, this Article 5 shall survive any termination of this Agreement.

**Article 7  
Miscellaneous**

**7.01 Assignment.** Vendor agrees that it may not assign this Agreement in whole or in part to any other person or entity, by operation of law or otherwise, without the prior written consent of Emory. Any attempted assignment by Vendor without Emory's prior written consent shall be null and void.

**7.02 Successors.** All the provisions herein contained shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of Emory and of Vendor.

**7.03 Headings.** The headings to the various sections of this Agreement have been inserted for convenience of reference only and shall not modify, define, limit or expand the express provisions of this Agreement. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

**7.04 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The Agreement is the sole agreement between the parties concerning the subject matter hereof and shall not be altered or amended except in writing duly executed by all parties. Should any part or provision of the Agreement, for any reason, be declared invalid or illegal, such invalidity or illegality shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if the Agreement had been executed with the invalid or illegal portions thereof eliminated.

**7.05 – 7.06 N/A**

**7.07 Applicable Law.** The Agreement, and any claim, action, suit, proceeding or dispute arising out of or in connection with the Agreement, shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Georgia, without regard to the conflicts of laws provision thereof. Any action or proceeding brought by either party to enforce its rights under the Agreement shall be brought exclusively in any state or superior court of competent jurisdiction located in the County of Fulton, State of Georgia, USA or in federal court in the Northern District of Georgia.

**7.08 – 7.09 N/A**

**7.10 Force Majeure.** Neither party shall be in violation of this Agreement, and neither party shall be liable to the other for damages in the event either is prevented from performing any of the obligations hereunder for a reason beyond its reasonable control, including without limitation, natural disaster, epidemic, act of God, declared war, strike, governmental restrictions and controls or production or maintenance delays.

**7.11 Affirmative Action.**

Emory University is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements 41 CFR 60- 300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment and otherwise treat qualified individuals without discrimination based on their status as protected veteran or individual with a disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. In addition, the parties agree that, in fulfilling their respective obligations and duties under this Agreement, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status.

**7.12 Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties with regard to the performance of any services by Vendor for, or on behalf of, Emory University and for any Emory entity or affiliate. Vendor acknowledges and agrees that any and all services provided by Vendor, for and on behalf of Emory, shall be provided under this Agreement, unless mutually agreed by the parties in writing.

**7.13 Tobacco Free Policy.** Vendor acknowledges that Emory is a tobacco-free campus to improve the health of its community members, as such the use or sale of tobacco products in or on Emory-owned or Emory-leased property is prohibited. This policy applies to faculty, staff, students, Vendors, vendors and visitors. The use of tobacco products, including smokeless tobacco, clove cigarettes and e-cigarettes, is not permitted on any Emory-owned or leased property, which includes but is not limited to, buildings, Emory grounds, parking areas, walkways, recreational and sporting facilities and Emory-owned vehicles. This prohibition includes smoking in personal vehicles parked on Emory grounds.

*[The Remainder of This Page is Intentionally Left Blank.]*

IN WITNESS WHEREOF, the undersigned hereby execute this Services Agreement as of the date first written above.

**Vendor**

Company  
Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Emory University by and on behalf of its  
Oxford College**

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

Title: \_\_\_\_\_  
Oxford College of Emory University

Signature: \_\_\_\_\_

# Addendum 1

## Scope of Services

Attachment 1  
Invoice