

## CONTRACTED SERVICES AGREEMENT

This Agreement is made and entered into as of \_\_\_\_\_ (“Effective Date”) by and between \_\_\_\_\_ (name), \_\_\_\_\_ (address) (“Institution”), and Massachusetts Eye and Ear Infirmary, 243 Charles Street, Boston, Massachusetts (“MEEI”).

WHEREAS, \_\_\_\_\_ (Principal Investigator), an employee of Institution, is conducting a research study entitled “\_\_\_\_\_” (“Project”), requiring certain tests, procedures and/or services to be performed in the pursuit of the Project; and,

WHEREAS, Institution is desirous of obtaining certain services of MEEI, and,

WHEREAS, MEEI and MEEI employees, have the knowledge, skill and capability to perform the services as requested by Institution;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the parties as follows:

1. MEEI agrees to provide all necessary labor, supervision, materials and supplies to perform the Services described in Appendix A (Services), in accordance with identified schedules as requested by Principal Investigator.
2. MEEI agrees to perform the Services to the satisfaction of the Principal Investigator during the term of this Agreement. MEEI warrants to the Institution that all Services will be of good quality and in conformance with any Agreement exhibits attached hereto.
3. Institution agrees to pay MEEI the amount of \$\_\_\_\_\_ per instance of Service as described in Appendix A. Payment will be made on a cost reimbursement basis pursuant to invoices submitted by MEEI to Institution after services have been performed.
4. The parties hereby intend to maintain the status of MEEI and MEEI employees as that of an independent contractor and nothing herein shall be construed to make MEEI an employee of Institution. MEEI employees are not eligible for any employee benefit programs of Institution, nor is Institution in any way responsible for the withholding or the payment of any federal, state or local income or occupational taxes, social security taxes, vacation pay, sick leave, retirement benefits, workers compensation, disability or unemployment insurance or compensation, or any other employee benefits of any kind, and MEEI shall have no claim under this Agreement against Institution for any of the same.
5. MEEI agrees to provide all appropriate licensures and certificates if required.
6. MEEI shall maintain insurance, in type and amount and on terms, as someone in like trade, occupation, profession or business would have as a commercially reasonable business practice, and such insurance shall be in full force and effect throughout the term of this Agreement. MEEI shall provide evidence of such coverage to Institution upon request.

7. Both parties agree not to use or disclose confidential or proprietary information about either party or each parties' systems, methods, or business or any confidential information about the patients of Institution that MEEI learns or is exposed to while performing Services for Institution.
8. MEEI shall, in performing the obligations under this Agreement, comply with all applicable present and future laws, rules, regulations, ordinances, orders or requirements of any governmental authority.
9. Both parties agree to indemnify, defend and hold harmless the other party from and against any claims, damages, liabilities, injuries, expenses or losses, including, but not limited to, reasonable attorney's fees and costs, by reason of any suit, claim, demand, judgment or cause of action initiated by any person, or award of damages arising out of or in connection with this Agreement, except if the same results from the sole negligence or willful misconduct of the other party or its employees, it being the intent of this provision to absolve and protect each party from any and all loss except loss due to its sole negligence or willful misconduct.
10. MEEI shall not make use of Institution's name, trademarks, and trade names nor shall it publicize MEEI's performance of Services without the express prior written consent of the Institution.
11. MEEI may not assign the rights or obligations under this Agreement without the express prior written consent of the Institution.
12. This Agreement shall continue in effect for the period \_\_\_\_\_, unless sooner terminated. Either party may terminate this Agreement for any reason upon thirty (30) days written notice.
13. In the event any term or provision of this Agreement is found to be unenforceable or void in whole or in part, the balance of this Agreement shall remain in full force and effect, provided that if the unenforceable term is of such a nature as to prevent the carrying out of the provisions and intent of this Agreement, then this Agreement shall terminate.
14. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
15. Any invoices, notices, or reports should be sent as follows:

To Institution: ATTN: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To MEEI: ATTN: \_\_\_\_\_  
Massachusetts Eye & Ear Infirmary  
243 Charles Street  
Boston, MA 02114

16. This Agreement sets forth the entire Agreement between Institution and MEEI with respect to the subject matter hereof and supersedes all previous contracts or agreements between the parties with respect to said subject matter.

17. Additional provisions (if none, so state):

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

IN WITNESS WHEREOF, the parties have set their hands on the date so indicated:

MEEI:

Institution:

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

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

Principal Investigator:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

## APPENDIX A

### SERVICES