

CONTRACTED SERVICES AGREEMENT

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

WHEREAS, _____ (Principal Investigator), an employee of MEEI, 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, MEEI is desirous of obtaining certain services of the Contractor; and,

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

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

1. The Contractor 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. The Contractor agrees to perform the Services to the satisfaction of the Principal Investigator during the term of this Agreement. The Contractor warrants to MEEI that all Services will be of good quality and in conformance with any Agreement exhibits attached hereto.
3. MEEI agrees to pay Contractor 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 Contractor to MEEI after services have been performed. All invoices must be approved by the Principal Investigator or authorized designee.
4. The parties hereby intend to maintain the status of Contractor as that of an independent contractor and nothing herein shall be construed to make Contractor an employee of MEEI. Contractor is not eligible for any employee benefit programs of MEEI, nor is MEEI 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 Contractor shall have no claim under this Agreement or otherwise against MEEI for any of the same.
5. Contractor agrees to provide all appropriate licensures and certificates if required.
6. Contractor 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. Contractor shall provide evidence of such coverage to MEEI upon request.

7. Contractor agrees not to use or disclose confidential or proprietary information about MEEI or its systems, methods, or business or any confidential information about the patients of MEEI that Contractor learns or is exposed to while performing Services for MEEI.
8. Contractor 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. Contractor agrees to indemnify, defend and hold harmless MEEI 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 MEEI or MEEI employees, it being the intent of this provision to absolve and protect MEEI from any and all loss except loss due to its sole negligence or willful misconduct.
10. Contractor shall not make use of MEEI name, trademarks, and trade names nor shall it publicize the Contractor's performance of Services without the express prior written consent of MEEI.
11. Contractor may not assign the rights or obligations under this Agreement without the express prior written consent of MEEI.
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 or, if for unsatisfactory performance by Contractor, without 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 MEEI: ATTN:
 Massachusetts Eye & Ear Infirmary
 243 Charles Street
 Boston, MA 02114

To Contractor:

16. This Agreement sets forth the entire Agreement between MEEI and Contractor 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:

CONTRACTOR:

MEEI:

By: _____
Signature

Signature

Name: _____

Title: _____

Date: _____

Principal Investigator:

Signature

Name

Date