WORKSHOP SERVICES AGREEMENT

This Workshop Services Agreement ("Agreement"), effective _____ _____, is made by and between the _____ and _____

WHEREAS, _____ has determined that it desires the professional services of an _____ professor for support of the _____ Center for Applied Eccentricities; and **WHEREAS,** _____ represents that Professor_____, a _____ faculty member, is highly qualified by reason of training, education, and experience to research, write, seek grant funding, teach, and otherwise support the _____.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. **SERVICES AND SCOPE OF WORK**. _____ will make _____ available to _____ for the _____.

2. **PERIOD OF PERFORMANCE.** _____ further agrees that the period of its and _____ performance under this Agreement will begin not later than _____, and will extend through _____.

3. **PAYMENT.** In consideration of professional services rendered by _____ and Professor _____, agrees to pay _____ for the fixed amount of $_____, as specified herein. Invoices from _____ for payment by _____ for such performance shall be sent by _____ on or about date_____. Invoices shall be sent to _____. Payment by _____ will be made within 45 days upon receipt of proper invoice. Such payments made by _____ will be for the purpose of satisfaction of all direct costs of _____ in connection with its performance of this agreement, including salary, benefits, housing, utilities, transportation, and miscellaneous items.

4. **EMPLOYMENT BY** _____. It is specifically agreed by the parties that Professor _____ will not be employed or paid as an employee of _____, but that Professor _____ will remain an employee of _____. _____ shall be responsible for all personnel matters pertaining to him/her including health and benefits plans, and tax withholding. _____.

5. **TERMINATION.** This Agreement may be terminated upon written notice of not fewer than sixty (60) days by either party prior to termination. The Agreement may also be terminated by mutual written agreement by the parties. In the event of Agreement termination by either party, _____ is obligated to pay only those prorated payments that may be due before or on the date of termination.

6. **PUBLICATION RIGHTS.** _____ may publish the formal research papers made by Professor Loaner pursuant to this Agreement, but it will send all publications to _____ at least 30 days prior to public disclosure to provide _____ the opportunity to review & comment, and determine if confidential information of _____ is contained therein. _____ agrees to remove confidential information of _____ as requested by _____ prior to disclosure. If _____ raises no objection within the notification period above, then _____ has the right to proceed with publication. _____ shall credit the _____ for any white papers or journal articles while produced by Professor _____ or started by him/her at _____.

7. **DEFAULT.** If _____ fails in whole or in part to substantially perform its obligations, _____, in addition to whatever legal remedy it may have in law or equity, shall have the right to terminate this Agreement accordingly. _____ shall give 30 days advance written notice of such termination. _____ shall take all immediate action to minimize all expenditures and

obligations financed by the Agreement and shall cancel unliquidated obligations as soon as possible. _____ will be compensated for all actual and allowable expenses, and all obligations that cannot be cancelled properly prior to that date of termination. _____ shall promptly deliver to _____ all data, reports, summaries, and other such other information and material as may have been prepared for and/or accumulated by _____ in the performance of this Agreement, whether completed or in process.

8. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between _____ and _____ with respect to the subject matter contained herein, and it expressly supersedes all previous written and oral communications between the parties. No amendment, alteration, or modification of this Agreement shall be valid unless executed in writing by both parties.

IN WITNESS WHEREOF, the duly designated representatives of the parties have hereunder set their signatures.

_____   _____

_____   _____

Presenter   **Client**

Title: _____   Title: _____

Date: _____   Date: _____