

# Complex Services Agreement



**THIS COMPLEX SERVICES AGREEMENT** (“Agreement”), which shall commence on \_\_\_\_\_ and shall continue until \_\_\_\_\_ unless terminated pursuant to section 3.1 below, is between The Reed Institute, a nonprofit corporation organized and existing under the laws of the State of Oregon doing business as Reed College (“Reed”), and \_\_\_\_\_ (“Contractor”).

**CONTRACTOR ADDRESS**

\_\_\_\_\_  
STREET & OFFICE

\_\_\_\_\_  
CITY & STATE

\_\_\_\_\_  
ZIPCODE

\_\_\_\_\_  
EMAIL ADDRESS

CURRENT OR PAST  
REED EMPLOYEE?

YES  NO

CURRENT OR PAST  
REED STUDENT?

YES  NO

FOREIGN NATIONAL?  
(FOR TAX PURPOSES)

YES  NO

**SCOPE OF WORK**

The provisions set forth in this Scope of Work are hereby incorporated and shall apply to this Agreement.

OBJECTIVE:

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

SERVICES CONTRACTOR WILL PROVIDE:

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

\_\_\_\_\_  
PERIOD OF EVENT

\_\_\_\_\_  
PLACE OF EVENT

# Complex Services Agreement



**SCOPE OF WORK CONT.**

**PRICING**

ACTIVITY	QUANTITY	ESTIMATED COST

[Other description related to pricing]

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**BILLING**

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PAYMENTS DUE

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DETAIL REQUIRED ON INVOICE

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DETAILS RELATING TO CANCELLATION IF PAYMENT IS STILL DUE

**ACCEPTANCE**

[Conditions under which the work is accepted, any requirement to check before work takes place]

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## CONTRACT BODY

**1. ENGAGEMENT.** Reed hereby engages Contractor to perform the services detailed in the Scope of Work above (the “Services”), and Contractor agrees to perform the Services, on the terms and conditions set forth in this Agreement.

**2. COMPENSATION.** For Services performed by Contractor pursuant to this Agreement, Reed agrees to pay Contractor as set forth in the Scope of Work above.

### **3. TERM.**

**3.1** Reed may terminate this Agreement at any time and for any reason, with or without cause, upon thirty (30) days’ written notice to Contractor, or, in the case of an event described in Section 9 below, immediately upon written notice to Contractor. Notwithstanding the foregoing, this Agreement shall terminate immediately upon the death of Contractor or Contractor’s inability to continue to provide Services as required under this Agreement.

**3.2** Termination of this Agreement shall not affect Reed’s obligation to pay Contractor for Services rendered in accordance with this Agreement prior to the date of termination nor shall it affect Contractor’s obligations under Sections 4, 5, 7, and 8 of this Agreement.

**4. CONFIDENTIALITY.** If Contractor is provided access to Confidential Information of Reed, Contractor agrees: (a) not to disclose the Confidential Information without the express written consent of Reed; (b) to use the Confidential Information only to provide Services to Reed; and (c) to take all reasonable precautions to protect such Confidential Information from unauthorized use or disclosure using at least the same measures it takes to protect its own confidential information of like kind, but in no case less than reasonable care. As used herein, “Confidential Information” is information of any kind, whether or not in written form and whether or not designated as confidential, that is known or reasonably should be known to Contractor as being treated by Reed as confidential. Confidential Information does not include: (a) information that is or hereafter becomes part of the public domain through lawful means; (b) information already known to Contractor prior to Contractor’s performance of Services under this Agreement; (c) information subsequently and rightfully received from a third party and not subject to any obligation of confidentiality; or (d) information independently developed by Contractor after termination of this Agreement and without reference to any Confidential Information.

**5. OWNERSHIP OF WORK PRODUCT.** Contractor agrees that all work product and deliverables prepared or originated by Contractor for Reed during or within the scope of the Services required under this Agreement and any and all intellectual property rights therein shall be owned by Reed, and Contractor hereby irrevocably assigns to Reed all intellectual property rights in such work. Contractor agrees to execute all documents, which Reed reasonably determines to be necessary or convenient for use in protecting such intellectual property rights

**6. WARRANTY.** Contractor warrants to Reed that the Services to be delivered or rendered hereunder will: (a) conform to any agreed upon specifications; and (b) be of professional quality customary in the industry and be performed using personnel of required skill, experience, and qualifications.

### **7. RELATIONSHIP AND INSURANCE.**

**7.1 RELATIONSHIP.** Contractor is an independent contractor. Neither Contractor nor any member of Contractor’s staff will be, or deemed to be, an employee or agent of Reed. Neither Contractor nor any person affiliated with Contractor will represent the relationship with Reed to be otherwise than stated herein. Contractor shall be responsible for any payroll, withholding, or other employment-related taxes and workers’ compensation premiums arising from services performed by its employees. Contractor shall defend, indemnify, and hold Reed harmless from and against any claim: (a) that any employee of Contractor or any person affiliated with Contractor is an employee of Reed; (b) that Reed owes any taxes or fees arising from Contractor’s activities hereunder; or (c) for compensation owed to any employee of or other person affiliated with Contractor. Contractor shall provide Reed with Contractor’s Social Security number or taxpayer I.D. number, as applicable.

**7.2 INSURANCE.** Contractor shall maintain a policy of comprehensive general liability insurance in an amount no less than \$2 million that covers all of Contractor’s activities and obligations during its presence on campus. No less than thirty (30) days prior to commencement of the Services, Contractor shall provide Reed with a Certificate of Insurance naming Reed as additional insured and providing that the policy shall not be canceled without first giving thirty (30) days’ prior written notice to Reed. Such policy shall be issued by a reputable and financially secure insurance carrier.

**8. INDEMNIFICATION.** Contractor shall defend, indemnify, reimburse and hold harmless Reed and its trustees, officers, employees, agents, insurers, students, successors, and assigns (the “Released Parties”) from and against any and all claims, demands, actions, or causes of action or other liability arising out of the acts or omissions of Contractor or its subcontractors, agents, or employees, including but not limited to on account of any breach of this Agreement, any damage to real or personal property or any personal injury or death arising out of the acts or omissions of Contractor or its subcontractors, guests, agents, or employees relating to this Agreement, whether or not such damage, injury, or death is caused by the fault or negligence of any Released Party.

**9. FORCE MAJEURE.** Neither party shall be liable to the other party for failure or delay to perform its obligations hereunder arising out of or due to an act, event, omission, or cause beyond its reasonable control and without its fault or negligence, including but not limited to: strikes; lockouts; civil commotion; riots; wars; fires; explosions; floods; earthquakes; embargoes; to protect the health and safety of the Reed Community or others; epidemics; pandemics; public health concerns; labor disputes; local, state, or federal government action, direction, guidance, or order; inability to obtain labor, material, equipment, or transportation; or acts of civil or military authority.

**10. NONASSIGNMENT.** Contractor shall not assign, transfer, license, or sell Contractor’s rights under this Agreement without the prior written consent of Reed.

**11. WAIVER; SEVERABILITY.** Either party may waive any right that party has under this Agreement, but such waiver shall not affect that party’s right to require strict compliance with this Agreement in the future. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions

will continue to be valid and enforceable.

**12. DISPUTES/GOVERNING LAW.** This Agreement shall be deemed to have been executed in, and shall be exclusively governed by and interpreted in accordance with the laws of, the State of Oregon, including federal law, but excluding choice of law rules. Any litigation between the parties shall be commenced and prosecuted only in the state or federal courts of Oregon. If arbitration or litigation is commenced by either party to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys’ fees at the arbitration, at trial, on appeal, and on any petition for review.

**13. ENTIRE AGREEMENT/MODIFICATION.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and unless otherwise provided in this Agreement, no modification or waiver of any of the provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both parties.

**14. COMPLIANCE WITH LAWS AND COLLEGE POLICIES.** In performing the Services, Contractor will comply with all applicable laws and regulations and with all applicable Reed policies, guidelines, and regulations.

**15. COUNTERPARTS AND EXECUTION.** This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

# Complex Services Agreement



## THE REED INSTITUTE

\_\_\_\_\_  
SIGNED BY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

## CONTRACTOR

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
SIGNED BY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

## DEPARTMENTAL APPROVAL

\_\_\_\_\_  
NAME OF REED COLLEGE DEPARTMENT

\_\_\_\_\_  
SIGNED BY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE