**AGREEMENT**

THIS AGREEMENT is entered into this 1st day of \_\_\_\_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_ “Contractor” and Doane University “Owner”. This agreement shall be in force from \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_. Completion of the work is expected no later than \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

1. Owner owns and operates an institution of higher education. Owner desires to have the following services performed at/for Owner’s institution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (i.e 3 campus visits and 6 phone calls, all for consultancy purposes).

2. Owner shall pay Contractor the sum of $\_\_\_\_\_\_\_\_\_ for the work to be performed under this Agreement. Final payment will be made upon verified completion of 100% of the work and acceptance of the final product by the Owner AND when Contractor provides the owner a valid W-9 form (<https://www.irs.gov/uac/about-form-w9>).

3. Doane University shall provide at its expense Contractor’s ground transportation from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to Doane University, meals, and accommodations for a \_\_\_\_\_ night stay associated the campus visits. All other expenses shall be the Contractor’s expense.

4. Contractor warrants and represents that the provided material will be original and free of matter that is unlawful, libelous or infringing on the copyrighted works of others and will hold harmless and indemnify Doane University from, and with respect to, any and all claims, losses, damages, expenses and other liabilities arising out of, or in connection with, any breach of the foregoing warranty.

5. Contractor understands that in performing this Agreement, he may have access to confidential and proprietary information and trade secrets of Owner and others, including but not limited to names, facts or information about individuals, businesses and families participating in these projects. Contractor may also have access to confidential and proprietary information of Owner, possibly including student directory, personnel information and records, sensitive, confidential, or internal University matters and other protected information. It is agreed that the definition of confidential or proprietary information includes all documentary, electronic, or oral information made known to Contractor through any activity related to this Agreement, but shall not include information made available as public information.

Contractor agrees not to reveal any confidential or proprietary information and understands that any such disclosure shall be considered a breach of this Agreement and also may subject Contractor to legal action. Contractor agrees that if he receives a subpoena for divulgence of confidential or proprietary information, he shall notify Owner prior to divulgence. Contractor shall not divulge, disclose, copy, sell, or otherwise make use of any confidential or proprietary information (including but not limited to the above) of Owner, its students, staff, faculty, agents or assigns.

This section shall survive this Agreement.

 6. It is expressly agreed that any intellectual property, including (but not limited to) written materials, software, programs, or other inventions/creations that are developed by Contractor (the “Work”) pursuant to or arising out of this Agreement shall be considered “work for hire” and the intellectual property shall be the property of the Owner to the full extent of the law.

With the exception of short excerpts from others’ works, which constitute fair use, the Work will contain no material from other copyrighted works without a written consent of the copyright holder obtained by Contractor. Contractor agrees, upon timely notice from Owner, to defend, indemnify, and hold harmless Owner against any and all claims raised by reason of unlawful matter alleged to be contained in the Work or any copyright infringement claimed; the allegation of any such claim shall be grounds for Owner to retain any sums due to Contractor until such claim has been resolved.

This section shall pre-empt and control contradictory language in this Agreement or any other agreement between the Owner and any third party under which these services arise.

7. Either party shall have the right, at any time, upon 30 days written notice, to cancel this Agreement, in which event each party shall bear its own costs. Each party shall bear its own costs and this Agreement shall be cancelled if either is prevented from performing any of its respective obligations for any reason beyond its control, including, without limitation, storms, strikes, acts of God, or action of any applicable governmental entity.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement on the date first written above. This Agreement is executed in duplicate.

DOANE UNIVERSITY

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

 Contractor Authorized Representative