

NORTHEASTERN UNIVERSITY MASTER SERVICE PROVIDER AGREEMENT

This agreement (“Agreement”) is made and entered into as of the ____ day of _____, 20__ by and between Northeastern University on behalf of its Facilities Division (the “University”) and _____ (the “Service Provider”) for the Services (defined below) to be provided. In consideration of the agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Name of primary contact at Service Provider: _____.
2. The Service Provider shall perform the services stated on the Statement of Work, attached hereto and incorporated herein, and the services stated on any additional Statement of Work entered into between the Parties hereto as described herein (collectively, the “Services”). The University and Service Provider may, from time to time, supplement this Agreement by executing additional Statements of Works in a form substantially similar to the attached Statement of Work. Such Statement of Work shall be signed by both Parties and shall be governed by the terms of this Agreement. From time to time during the Term (defined below) of this Agreement, University may request Service Provider perform certain additional services or provide materials that are not set forth in an SOW, but are related to the Services (“Additional Services”). Service Provider shall secure from University an authorization in writing for the Additional Services, via an amendment to this Agreement, and any additional payment to Service Provider for such Additional Services shall be set forth therein. In the event Service Provider fails to secure a written authorization for the Additional Services, Service Provider shall not be entitled to any additional compensation for the Additional Services performed. All Additional Services performed by Service Provider shall be governed by the terms of this Agreement
3. In providing the Services, the Service Provider and its agents, employees, contractors and subcontractors shall comply with all reasonable procedures prescribed by the University for coordination of the Services with the functions, activities and operations of the University. The Service Provider shall not permit any conflict to arise in connection with the provision of the Services. The Service Provider shall promptly remove and dispose of all debris and rubbish caused by or resulting from the Services, and upon completion of the Services the Service Provider shall remove all of its temporary structures and surplus materials.
4. In consideration of the Services performed pursuant to a Statement of Work attached to this Agreement, the University shall pay to the Service Provider the amounts stated in such Statement of Work. Payment will be made by a University check payable to: _____.
5. The University shall have 100% control over all publicity, advertising and promotion of the Services and transactions contemplated by this Agreement. Neither Service Provider nor Service Provider personnel shall cause or allow the name of “Northeastern” (or any variation thereof) or any University logo or mark, or that of any of its schools, departments, or employees

to be used in any advertising or promotional literature, electronic or otherwise, or in any publication whatsoever, without prior written approval of University.

6. The status of Service Provider shall be that of an independent contractor and not that of any employee, agent or other partner of the University. The Service Provider shall have no power or authority to act on behalf of the University or in its name or to bind the University, either directly or indirectly, in any manner.
7. The Service Provider agrees to defend, indemnify and hold harmless the University, its corporations, trustees, officers, employees, students and agents (collectively, the "Indemnities") from and against any and all claims, demands, suits, settlements, damages, losses, obligations, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Losses") of any kind or nature paid or incurred by, imposed on, or asserted against the Indemnities relating to, arising out of or in connection with this Agreement. The Service Provider hereby releases and forever discharges the Indemnities from any and all Losses relating to, arising out of or in connection with the performance by Service Provider of this Agreement including, without limitation, acts or omissions of Service Provider occurring at Service Provider's facility.
8. The Service Provider shall comply with all municipal, state, and federal laws, regulations and other applicable law applicable to the performance of this Agreement by Service Provider. All information provided by or on behalf of the University to Service Provider is considered confidential information ("Confidential Information") of the University. Service Provider shall not disclose, access or use or permit others to disclose, access or use the Confidential Information of University except as expressly provided in this Agreement. Service Provider shall safeguard and keep confidential of the Confidential Information of the University using the same degree of care that it use to protect its own confidential and propriety information, but in no event using less than reasonable care under the circumstances.
9. The term ("Term") of this Agreement shall be for one (1) year from the date first written above. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. The University shall have no obligation to make any payment or reimbursement for any expenses, fees or other amounts incurred by or on behalf of Service Provider on and after the effective date of the termination.
10. If Service Provider breaches any term of this Agreement, Service Provider shall be notified promptly and given a reasonable opportunity to cure such breach. If such breach shall continue for a period of five (5) days or shall not be capable of being remedied, the parties shall promptly agree to a reasonable reduction in payment which reflects the damages and nature of the breach.
11. Any delay or failure of either party in the performance of its obligations under this Agreement shall be excused if and to the extent caused by war, acts of God, strikes, fire, flood, court order, regulatory or statutory change or other similar cause beyond the reasonable control of such party, provided that (i) written notice of such delay or suspension is given by such party to other party within 72 hours of such event, which notice shall set forth in detail the nature of each delay; (ii) such party shall use all commercially reasonable efforts to minimize the extent

of such force majeure delay; and (iii) additional expense or other adverse financial conditions shall not be deemed force majeure. Upon receipt of such notice, the time for the affected party's performance shall be extended for a period of time reasonably necessary to overcome the effect of such delay and such party's sole remedy shall be reimbursement for the additional cost of such delays; provided, further that if such delay by the affected party would materially impair the purpose of this Agreement, the other party may terminate this Agreement by written notice to the affected party and pursue all such remedies at law or in equity.

12. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to its conflict of laws principles. All disputes or claims in connection with, relating to or arising from this Agreement shall be pursued in the courts located in eastern Massachusetts.
13. Except as otherwise expressly agreed in writing by the parties, all equipment or supplies used in the Engagement shall be furnished by the Service Provider.
14. Neither the Service Provider nor its employees shall use or be under the influence of alcohol or drugs at any time while on the University campus or while providing the Services.
15. Service Provider shall carry adequate liability, property, workers' compensation, umbrella and other insurance of a kind and in an amount generally carried by persons engaged in the same or a similar kind of business similarly situated, unless, in any case, other types of insurance or higher amounts are required by the University on Exhibit A hereto, in all cases naming the University as an additional insured where required by the University. Upon request, Service Provider shall supply to the University a certificate(s) of insurance evidencing the same.
16. This Agreement contains the entire agreement between the parties and may not be modified except in writing, signed by both parties and attached hereto. This Agreement supersedes all prior communications, understandings and agreements, whether oral or written, between the University and the Service Provider with respect to the subject matter hereof. All exhibits, addenda, attachments and riders to this Agreement are attached hereto and made a part hereof by this reference. In the event of any conflict or inconsistency between the terms hereof and any such exhibit, addenda, attachment or rider, the terms hereof shall govern and control.
17. If during the term of this Agreement one or more events occur which give rise to an obligation or liability of either party under this Agreement, such obligation or liability shall continue notwithstanding the expiration or termination of this Agreement, until each such obligation or liability is performed or paid by the respective party. In addition, the provisions set forth in paragraph numbers 7, 8, 12, 16, and 17 shall survive any termination or expiration of this Agreement.
18. The Service Provider warrants that it possesses the legal authority to enter this Agreement and that it has taken all actions required by its procedures, bylaws or other applicable law to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the Service Provider to its terms. Each person executing this Agreement on behalf of parties hereby represents and warrants that he or she has the authority to execute

and deliver this Agreement on behalf of the party for whom he or she signs. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.

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SAMPLE

IN WITNESS WHEREOF, the parties hereby execute this Master Service Provider Agreement as of the date first written above.

NORTHEASTERN UNIVERSITY

[SERVICE PROVIDER LEGAL NAME]

By: _____

By: _____

Its: _____

Its: _____

Name: _____

Name: _____

SAMPLE

STATEMENT OF WORK

This Statement of Work is hereby appended to and supplements that certain Northeastern University Master Service Provider Agreement (the “Agreement”) between Northeastern University and [NAME OF SERVICE PROVIDER] (the “Service Provider”), dated [DATE OF MASTER SERVICES AGREEMENT, NOT THIS SOW].

Description of Services: _____ _____ _____
Location Services to be Provided: _____
Date(s) of Services: _____ to _____.
Subject to the terms of the Agreement, Northeastern shall pay to Service Provider an amount not to exceed/a lump sum of \$_____ for the Services as described on this Statement of Work provided, however, that to the extent that Rider 1 attached hereto indicates that such services are to be provided on a time and materials basis, Northeastern shall pay for such services on a time and materials basis in accordance with the labor rates attached hereto.

The terms of the Agreement shall remain in full force and effect, and the same are hereby ratified and confirmed.

All capitalized terms used and not defined in this Statement of Work shall have the meaning ascribed to them in the Agreement.

The duly authorized representatives of the Parties to the Agreement hereby cause this Statement of Work to be executed as of the date last written below.

NORTHEASTERN UNIVERSITY

[SERVICE PROVIDER LEGAL NAME]

By: _____

By: _____

Its: _____

Its: _____

Name: _____

Name: _____

EXHIBIT A - NORTHEASTERN UNIVERSITY INSURANCE REQUIREMENTS**CERTIFICATE OF INSURANCE REQUIREMENTS****Minimum Insurance Coverages and Requirements**

The Service Provider (hereinafter the “Service Provider”) shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, Northeastern University shall not be deemed or construed to have assessed the risk that may be applicable to Service Provider under the contract of which this Exhibit A is a part (hereinafter the “Contract”). Service Provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Service Provider is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance coverages stated below do not replace any surety (performance, payment or maintenance) bonds as required by contract.

Coverages (The provisions shown in italics should be included when exposures warrant.)

1. Commercial General Liability – Coverage to include:
 - Premises and Operations
 - Explosion, Collapse and Underground Hazards
 - Personal/Advertising Injury
 - Products/Completed Operations
 - Liability assumed under an Insured Contract (including defense costs assumed under contract)
 - Broad Form Property Damage
 - Independent Consultants
 - Limited Pollution Liability Extension Endorsement ISO CG 2415 (10-01) or equivalent
 - Pollution Exclusion Limitation Endorsement – Overspray
 - Designated Construction Project(s) General Aggregate Limit, ISO CG 2503 (1997 Edition) or equivalent

2. Automobile Liability including all
 - Owned, Non-Owned & Hired Vehicles
 - Personal Injury Protection
 - If the contractor/vendor is transporting any hazardous materials, a Pollution Liability Broadened Coverage for Autos endorsement must be added to the Business Automobile Policy by ISO endorsement CA 9948 3/06 or its equivalent and MCS-90.

Required for contractors / vendors where they transport NU property, transport NU employees, students or invitees; or use of a vehicle is integral to the performance of the contract or if the vehicle will be used on NU premises.

3. Workers Compensation
 - Statutory Benefits (Coverage A) including applicable coverage such as USL&H or FELA as applicable to the project or work
 - Employers Liability (Coverage B)

4. Umbrella/Excess Liability: Service Provider is required to have an Umbrella/Excess Liability policy that extends over the Service Provider’s General Liability, Automobile Liability, and Employer’s/ Workers Compensation Liability policies. Any Service Provider that is required to maintain General

Liability, Auto Liability, and Employers/Workers Compensation Liability insurance who does not meet the minimum University requirements for these coverages may elect to obtain an Umbrella or Excess policy in an amount that brings the overall limit to the indicated University minimum requirement for each coverage in lieu of increasing each underlying policy limit

5. Professional Liability (*including Design Build Errors & Omissions*) – Whenever the work under this contract includes Professional Liability, Service Provider shall maintain professional liability covering wrongful acts, errors and/or omissions of (Service Provider) for damage sustained by reason of or in the course of operations under this contract.
6. Valuable Papers and Records Insurance – This coverage is required if the Contract is a “Northeastern University Agreement Between Owner and Architect/Engineer” to cover restoration of plans, drawings, computations, field notes, and other data pertinent to this contract shall be carried in the amount of \$2,000,000
7. Service Providers Pollution Liability – Northeastern University may require this coverage whenever work under this contract involves an environmental exposure. This coverage is to include sudden and gradual coverage for third-party liability including defense costs and completed operations.

SAMPLE

Limits Required

Service Provider shall carry the following limits of liability:

COMMERCIAL GENERAL LIABILITY

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products/Completed Operations Aggregate | \$2,000,000 |
| • Each Occurrence Limit | \$1,000,000 |
| • Personal/Advertising Injury | \$1,000,000 |
| • Fire Damage (Any One Fire) | \$250,000 |
| • Medical Payments (Any One Person) | \$5,000 |

AUTOMOBILE LIABILITY:

- | | |
|--|--------------|
| • Bodily Injury/Property Damage (Combined Single Limit): | \$1,000,000 |
| • If the vehicle being used has a Gross Vehicle Weight Rating of Class 6-8 / US DOT rating of "Heavy Duty" (19,501+ lbs.): | \$2,000,000 |
| • For any vehicle being used can carry multiple persons (including driver): | |
| ○ 5 – 10 persons: | \$5,000,000 |
| ○ 10 - 20 persons: | \$10,000,000 |
| ○ 20 or more persons: | \$20,000,000 |

WORKERS COMPENSATION

- | | |
|-------------------------------------|-------------------------------|
| • Coverage A (Workers Compensation) | Statutory |
| • Coverage B (Employers Liability) | \$100,000/\$100,000/\$500,000 |

UMBRELLA LIABILITY

- | | |
|---|-------------|
| • Each Occurrence Limit | \$1,000,000 |
| • General Aggregate Limit | \$1,000,000 |
| • Products/Completed Operations Aggregate | \$1,000,000 |

Contracts for boiler/chiller installations, cleaning/janitorial, debris removal, hazardous materials removal, electrical work, elevator work, environmental remediation, exterior work (facades, roofs, concrete work), plumbers, roof tanks, and/or scaffolding, require the following Umbrella Liability limits:

- | | |
|---|-------------|
| • Each Occurrence Limit | \$5,000,000 |
| • General Aggregate Limit | \$5,000,000 |
| • Products/Completed Operations Aggregate | \$5,000,000 |

PROFESSIONAL LIABILITY (if required) - Aggregate

- | | |
|---|--------------|
| • Architect: Interior or Landscaping Design Services: | \$1,000,000 |
| • Architect: Structural Integrity Audits: | \$10,000,000 |
| • Architect: Building Structural Design: | \$10,000,000 |
| • Engineer: | \$1,000,000 |

SERVICE PROVIDERS POLLUTION LIABILITY (if required)

- Painting, cleaning, janitorial:
 - Per Loss: \$1,000,000
 - Aggregate: \$2,000,000

- Large-scale painting contracts (as identified/directed in writing by Owner); asbestos abatement
 - Per Loss: \$5,000,000
 - Aggregate \$10,000,000

SAMPLE

GENERAL REQUIREMENTS FOR ALL INSURERS

Northeastern University requires that all insurers:

1. Be licensed or approved to do business within the Commonwealth of Massachusetts or within the state in which the project is to be performed.
2. Write required insurance on an occurrence basis, provided however that Professional Liability and Pollution Liability are acceptable written on a claims-made basis.
3. Write policies on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by Northeastern University; include a Waiver of Subrogation Clause; and not be renewed, cancelled or materially changed or altered unless thirty (30) days advance written notice via certified mail is provided to Northeastern University.
4. Name Northeastern University and its Board of Trustees, officers and employees, agents and volunteers, as well as any third parties, if requested in writing by Northeastern University, as “Additional Insureds” on general liability, umbrella/excess liability, environmental liability and other policies as specified by the contract Using ISO Form CG 2010 10/1 and CG2037 10/01 or equivalent.

Further, all policies shall:

1. Required insurance coverages shall be maintained throughout the term of this contract, and any claims-made coverages shall be maintained for a period of six (6) years after the date of completion of the project.
2. Possess a minimum A.M. Best’s Insurance Guide rating of A VII. A.M. Best rating is composed of two parts: the letter denotes the company’s level (see chart below) and the Roman numeral denotes financial size.

Level	Category
A++	Superior
A+	Superior
A	Excellent
A-	Excellent
B++	Very Good
B+	Good
B-	Good
C++	Fair
C+	Fair
C	Marginal
C-	Marginal
D	Below minimum standards

3. Not have an aggregate impairment that would bring the coverage below the minimum required limits as stated above.

The level assigned to a company is an indicator of the company’s ability to meet obligations over a long period of time. Financial Size is measured by Roman numerals ranging from Class I (the smallest) to Class XV (the largest). Financial size provides an indication of the amount of reserves or policyholders’ surplus the company reported as liabilities. The amount of the policyholders’ surplus determines the amount of insurance the company may prudently underwrite.