



**REED COLLEGE
PERSONNEL SERVICES
AGREEMENT**

This Personnel Services Agreement entered into effective as of _____ between The Reed Institute, a corporation organized and existing under the laws of the State of Oregon doing business as Reed College (“Reed”) and _____ (“Contractor”).

Contractor Address: _____

City, State: _____

Zip: _____

1. Engagement. Reed hereby engages Contractor to perform the following services (the “Services”), and Contractor agrees to perform the Services, on the terms and conditions set forth herein:

2. Compensation. For Services performed by Contractor pursuant to this Agreement, Reed agrees to pay Contractor as follows:

3. Term.

3.1 This Agreement shall commence on the date it is signed by both parties and shall continue for a period of __ days unless terminated pursuant to Section 3.2 below.

3.2 Reed may terminate this Agreement at any time and for any reason, with or without cause, upon thirty (30) days’ 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.

3.3 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, and 7 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; and (b) to use the Confidential Information only to provide services to Reed. As used herein, Confidential Information is information of any kind, whether or not in written form and whether or not designated as confidential, which is 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.

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 shall be owned by Reed and Contractor hereby 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.

7. 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 harmless Reed 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.

8. Force Majeure. Neither party shall be liable to the other party for failure to perform its obligations hereunder due to an act, event, omission, or cause beyond its control and without its fault or negligence, including but not limited to, strikes, lockouts, civil commotion, riots, wars, fires, explosions, floods, earthquakes, embargoes, or acts of civil or military authority.

9. Nonassignment. Contractor shall not assign, transfer, license, or sell Contractor's rights under this Agreement without the prior written consent of Reed.

10. Waiver. 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.

11. 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.

12. 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.

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13. 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.

14. 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.

THE REED INSTITUTE

By: _____

Title: _____

Date: _____

Signature: _____

[Name of Contractor]

By: _____

Title: _____

Date: _____

Signature: _____

DEPARTMENTAL APPROVAL:

Reed College Department of _____

By: _____

Title: _____

Date: _____

Signature: _____

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