

## SERVICE AGREEMENT

This service agreement (the “Agreement”) is issued between [client.name] (“Client”) and Tech Write Plus (“Contractor”), effective [date]. In the event of inconsistencies between the terms of this contract and terms defined externally, the terms of this contract shall prevail.

### BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
  - B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.
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IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the “Party” and collectively the “Parties to this Agreement”) agree as follows:

### SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the “Services”)
  - Copy editing of thesis manuscripts, which entails corrections to salient issues with punctuation, spelling, grammar, articulation, repetition, syntactic structure, and style.
  - Formatting of title page, acknowledgements, table of contents, along with figures, tables, and associated captions.
  - Constructive and comprehensive feedback will be left periodically in the form of comments for author consideration.
  - Rudimentary fact-checking and formatting of references.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

### TERM & AGREEMENT COMPLETION CRITERIA

3. The term of this Agreement (the “Term”) will commence on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
4. The Contractor will have fulfilled the terms of the Agreement when the Services are completed and the Client accepts returned deliverables and materials without unreasonable objections. No

response from the Client within 2 business days of deliverables being delivered by the Contractor is deemed acceptance.

## **PERFORMANCE**

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **CURRENCY**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## **COMPENSATION**

7. The Contractor will charge the Client for Services at a project rate of \$[compensation] (the "Compensation").
8. The Client will be invoiced when the Services are complete.
9. Invoices submitted by the Contractor to the Client are due within 14 days of receipt.
10. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.
11. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

## **PENALTIES FOR LATE PAYMENT**

12. Any late payments will trigger a fee of 10.00% per month on the amount still owing.

## **CONFIDENTIALITY**

13. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
14. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

## **OWNERSHIP OF INTELLECTUAL PROPERTY**

15. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the “Intellectual Property”) that is developed and produced under this Agreement, is a “work made for hire” and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
16. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client.

## **RETURN OF PROPERTY**

17. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

## **CAPACITY / INDEPENDENT CONTRACTOR**

18. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and Client acknowledged that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers’ compensation, insurance premium, profit-sharing, pension, or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state, and federal taxes related to payments made to the contractor under this Agreement.

## **NOTICE**

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

[Contractor Address]

[Client Address]

## **INDEMNIFICATION**

20. To the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party against any and all claims, losses, damages, liabilities, which result from or arise out from the fulfillment of the Services described in the Agreement. It is the ultimate responsibility of the Client to ensure the suitability of the deliverables for submission, publication, and dissemination.

## **MODIFICATION OF AGREEMENT**

21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

## **TIME OF THE ESSENCE**

22. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## **ASSIGNMENT**

23. The Contractor will not voluntarily, or by operation of the law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

## **ENTIRE AGREEMENT**

24. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## **ENUREMENT**

25. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, and permitted successors and assigns.

## **TITLES/HEADINGS**

26. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## **GOVERNING LAW**

27. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

## **SEVERABILITY**

28. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

## **WAIVER**

29. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

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IN WITNESS WHEREOF the Parties have duly affixed their signatures on this [date].

[Client]

Per: \_\_\_\_\_

Tech Write Plus

Per: \_\_\_\_\_