

PROFESSIONAL SERVICES AGREEMENT (for Independent Contractor Services)

This Agreement ("Agreement") is entered into as of _____, by and between the Maryland Institute College of Art ("MICA"), and _____ ("Contractor").

This Agreement is intended to describe certain services to be performed by Contractor for MICA. In consideration for the promises and mutual covenants set forth below, the parties agree as follows:

1. Services: Contractor agrees to provide services to MICA ("Services") as described in the attached Exhibit A.

In the course of providing the described Services to MICA, Contractor agrees to perform other related duties, even if these related duties are not specifically described in Exhibit A.

Contractor will exclusively control and direct the manner and means of performing these Services and will be solely responsible for completing these Services. The Services shall be completed to MICA's satisfaction and are subject to MICA's approval. Contractor [and its employees] will perform all Services required under this Agreement in compliance with all applicable federal, state or local laws, regulations, and policies established by MICA, and in accordance with generally recognized practices, standards and procedures.

2. Hours of work: Contractor agrees to put in the number of hours that are reasonably necessary to complete the Services and otherwise fulfill the spirit and purpose of this Agreement. Contractor understands and agrees that, in order to complete the Services in a timely manner, [she/he/it] may be required to adjust [his/her/its] work schedule and/or to devote additional time to performing the Services. Contractor agrees that all Services will be performed promptly and diligently in accordance with generally recognized practices and standards.

3. Work Product: (Select One)

_____ [Initial] *Works Made for Hire:* Contractor agrees that all work product, whether intellectual or real property, including but not limited to, documents, charts, drawings, reports, manuscripts and inventions, developed or prepared for MICA by Contractor [or Contractor's employees] under the terms of this Agreement shall belong exclusively to MICA and shall constitute "works made for hire." MICA shall be the sole owner of all copyright and other proprietary rights (both tangible and intangible), title, and interest therein. If any work product produced or provided by Contractor cannot be considered "works made for hire," Contractor hereby assigns to MICA the ownership of rights including, but not limited to, copyrights, registrations and similar protections which may be available. Contractor hereby also agrees to sign any additional documents and to perform any other acts as MICA may deem necessary to secure for MICA or its designees the rights herein assigned.

_____ [Initial] *Honoraria/Commission:* Contractor agrees that MICA shall have the right to use photographs, videotapes, or images of Contractor and/or audio recordings of the Services which are made by MICA, through its employees or agents solely for MICA's use including, but not limited to, placing the materials on MICA's Internet website or in any publication produced or sponsored by MICA, or showing photographs or recordings as part of educational instruction. By signing below, Contractor gives to MICA an irrevocable, royalty-free, non-exclusive license to use, display, publish, exhibit, and distribute all or portions of the photographs, videotapes, images or audio recordings from the Services consistent with this Agreement. MICA shall not use Contractor's name and likeness as an endorsement of the Services without Contractor's prior written consent. In the event Contractor is receiving a commission for art installation in a MICA-sponsored Exhibition, Contractor agrees that MICA shall have an irrevocable, royalty-free, non-exclusive license to photograph and reproduce photographs of the art for educational purposes or exhibition marketing.

4. Best Efforts: Contractor will ensure that all employees performing Services under this Agreement will do so to the best of their abilities, experience and talents, to the reasonable satisfaction of MICA. Contractor will inform MICA of any event or circumstance which renders Contractor unable to perform or complete any aspect of the Services.

5. Period of Performance: The terms of this Agreement shall commence on _____ and terminate on _____, unless earlier terminated as described below.

6. Payment: MICA will pay Contractor _____ in consideration of the performance of the terms of this Agreement. Payment shall be made as follows: _____ Contractor agrees that this amount and form of payment is sufficient compensation to cover the costs of all the Contractor's expenses and fees necessary to complete the Services. MICA will only pay Contractor for services

rendered, and final payment is contingent upon completion of all Services to MICA's satisfaction. Except as provided in this Agreement, Contractor shall not be entitled to any other or further compensation, remuneration, reimbursement, payments or other benefits from MICA.

7. Termination: Contractor agrees that, in the event of any violation by Contractor of any of the terms of this Agreement, or the inability or failure of Contractor, in MICA's opinion, to provide or complete the Services, MICA may terminate Contractor's engagement immediately and without notice. In this event, Contractor is only entitled to pro-rated compensation for services rendered and work completed up until the date of termination, and MICA will have no other obligations or liabilities to Contractor, financial or otherwise.

8. Representations and Indemnifications: Contractor is an independent contractor with respect to MICA. Contractor shall not have, nor represent him/her/itself as having, the right or authority to enter into any agreement or to make any promise of any nature whatsoever on behalf of or in the name of MICA, without MICA's consent.

As an independent contractor, Contractor [Contractor's employees] shall not have the status of an employee of MICA. Accordingly, Contractor shall not be eligible to participate in any employee benefit or group insurance plans or programs maintained by MICA, and MICA shall not provide social security, unemployment compensation, disability insurance, worker's compensation or similar coverage, nor any other statutory benefit to Contractor [Contractor's employees]. Contractor shall assume full responsibility and liability for making and/or paying any and all federal, state, and/or municipal taxes, assessments, social security benefits and/or other deductions as required by law on behalf of itself [and its employees].

Contractor certifies that this Agreement will not violate the terms of any other contract or interfere with any other obligation binding upon Contractor. Contractor shall have the right to perform services for others during the term of this Agreement, provided that such performance does not in any way interfere or conflict with Consultant's performance of the Services hereunder.

Contractor hereby indemnifies and holds harmless MICA, its trustees, officers, employees, and agents, for all liability, losses, damages or expenses from any and all fines, suits, claims and demands, including attorneys fees, arising from any actions of any kind or nature resulting from any acts, errors, or omissions of Contractor as a result of performing the Services hereunder, provided, however, that such indemnification shall not apply to fines, suits, claims and demands resulting from the sole negligence of MICA.

9. Confidentiality and Safeguarding of Information: All information, whether oral or written or via computer disk or electronic media, to which Contractor is given access or which is made available to Contractor, is referred to hereinafter as "Confidential Information." Confidential Information shall include, without limitation, non-public financial information, student education records, and all other protected information to which Contractor may be provided access. Contractor agrees to hold all Confidential Information in confidence, to protect such information in accordance with generally accepted commercial standards, to not disclose any Confidential Information to any third party, except to those who have a need to know such information in connection with the Services, and to not use any such Confidential Information for purposes other than in connection with the Services. Contractor agrees to inform any third party to whom he discloses Confidential Information in connection with the Services of the confidential and protected nature of such information and of his obligations under this Agreement. Upon termination of this Agreement, Contractor shall return to MICA all Confidential Information in his/her/its possession. Contractor must notify MICA's Human Resources Department immediately and in writing of any breach of its obligation of confidentiality, and Contractor agrees that any breach shall be cause for immediate termination of this Agreement.

10. Miscellaneous: This Agreement embodies the entire understanding between the parties with respect to the transactions contemplated herein, and all prior agreements, understandings and representations, whether oral or written, are merged into this Agreement. This Agreement may not be altered, amended, modified or otherwise changed in any way except by a writing signed by all the parties to this Agreement.

No delay or omission on the part of a party to this Agreement in exercising any right hereunder shall operate as a waiver thereof or of any other right

Should any provision of this Agreement be held invalid or illegal, such illegality shall not invalidate the whole of the Agreement, but rather, the Agreement shall be construed as if it did not contain the illegal part and the rights and obligations of the parties shall be construed and enforced accordingly.

This Agreement shall be construed and enforced pursuant to the laws of the State of Maryland.

The section titles in this Agreement are for convenience and should not be considered in construing the Agreement.

This Agreement is entered into by the undersigned parties freely and voluntarily. Each party warrants that the person signing below is authorized to sign this Agreement on behalf of such party and to bind such party to the terms of the Agreement. This Agreement shall be binding on the Parties upon the execution of the Agreement.

Contractor Signature

MICA Representative Signature

Contractor Printed Name

MICA Representative Printed Name

Contractor Title

MICA Representative Title

Date

Date

DESCRIPTION OF SERVICES