



University of Massachusetts Dartmouth  
Services Agreement

Agreement Number:

Agreement Date: 7-2-22

Project Manager: Brian Howes

**Project Title: Mill Brook West Tisbury Water Quality Analysis and Technical Assistance**

**For: Town of West Tisbury**

**Scope of Work and Budget:**

Nutrient analyses on 102 samples @ \$110/sample: **\$11,220.00**

Project coordination, management and QA: **\$ 1,377.00**

**Total of this contract: \$12,597.00**

**Payment Terms:** Payment upon receipt of invoice after data deliverable confirmed met

The Parties have entered into this agreement ("Agreement") as described on the reverse. The terms of this Agreement are from 7/1/22 to 6/30/23. This agreement can be amended if agreed to by all parties.

Office of Research Administration  
285 Old Westport Rd.  
North Dartmouth, MA 02747

Town of West Tisbury  
1059 State Road  
West Tisbury, MA 02575

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

By: Jennifer Boyd

Printed Name:

Printed Name: Jennifer Boyd

Title:

Title: Town Administrator

Date: \_\_\_\_\_

Date: 8/18/22

E-Mail: townadmin@westtisbury-ma.gov

1. Parties. This Agreement is between the University of Massachusetts Dartmouth (“University”) and the Town of West Tisbury (“Town”).
2. Services and Scope of Work. UNIVERSITY shall utilize reasonable efforts to perform the services described in the Scope of Work on the reverse side.
3. Confidentiality. The term “Confidential Information” includes trade secrets, business methods, business records and files, and similar information that has been identified in writing by the disclosing party as being confidential or proprietary information. UNIVERSITY and Town acknowledge that during the course of this Agreement, they and their respective officers, directors, trustees, employees, agents, and other representatives who need to know Confidential Information for purposes of this Agreement (“Representatives”) may have access to and knowledge of Confidential Information of the other party. UNIVERSITY and Town shall maintain Confidential Information in confidence for three years after disclosure, except Representatives may use Confidential Information solely for performance of this Agreement. The obligations of this Section 3 do not apply to the extent a party receiving Confidential Information demonstrates that the Confidential Information (a) is or becomes publicly known, (b) is independently developed, (c) is disclosed by a third party, or (d) is required to be disclosed to comply with applicable laws or regulations or with a court or administrative order. This section survives termination of this Agreement.
4. Intellectual Property Rights. Ownership of intellectual property that is generated as a result of activities associated with this Agreement shall be determined by United States patent or copyright law where ownership follows the employer of the inventor or author. City shall have the first option to negotiate an exclusive field of use license for University-owned intellectual property developed during the course of and in connection with this Agreement. City has thirty (30) days after disclosure of intellectual property rights by UNIVERSITY to exercise its right to negotiate a license for the intellectual property after which the parties shall negotiate in good faith for six (6) months. If City fails to exercise its option or the parties fail to reach agreement, UNIVERSITY may offer the rights to the intellectual property to any third party.
5. Indemnification. Town shall rely on its own judgment in making decisions with respect to all engineering and technical matters affecting the design, construction, material, and other aspects of anything performed by UNIVERSITY pursuant to this Agreement. Town shall indemnify, defend, and hold harmless UNIVERSITY and its employees, trustees, officers, students, and agents and their respective successors, heirs, and assigns against any liabilities, claims, demands, causes of action, or expenses, including attorneys’ fees, related to this Agreement or concerning any product, process, or service that is made, used, or sold pursuant to any right or license granted pursuant to this Agreement. This provision survives termination of this Agreement.
6. Termination. If either party commits a material default under this Agreement and fails to cure that default within thirty (30) days after receiving written notice of the default, the non-defaulting party may terminate this Agreement and pursue any other remedies available at law or in equity against the defaulting party.
7. Other Agreements. This Agreement sets forth the entire understanding between the parties with respect to its subject matter, and supersedes all prior agreements between the parties relating to its subject matter.
8. Relationship of Parties. Each party is an independent contractor and not an agent or employee of the other party.
9. Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity or unenforceability does not affect any other provision of this Agreement, and the parties shall negotiate in good faith to modify the Agreement to preserve (to the extent possible) their original intent.
10. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties, their successors and assigns.
11. Impact Reports. Town acknowledges that UNIVERSITY is a publicly supported program and that some data regarding the impact of this project must be collected by UNIVERSITY to report to government sponsors. Town agrees to provide response to reasonable requests for follow-up information within 90 days regarding this Agreement.
12. Choice of Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Each party agrees that any legal action arising out of or in connection with this Agreement shall be brought in the Massachusetts Superior Court in Suffolk County. This provision survives termination of this Agreement.