

Contracts

Contracts for Services

All student groups planning on using the services of a non-MIT group, performer, organization or company should utilize an MIT Non-Performer contract. Contracts are an important way for you to protect yourself, your group and the Institute from possible liability resulting from an event. Contracts also serve as a standardized method of outlining what services a contractor will provide to you or your group and the amount of payment or services you agree to supply in return.

Contracts are most commonly used for:

- Dance instructors
- Coaches
- Referees

Important Tips on Contracts

- Please do not sign a contract on behalf of MIT. All contracts between a student group and an outside party should be brought to the Student Life Programs Office (SLP) in W20-549 for signatures.
- Start the process at least 10 days prior to the event.
- Contracts can be used as documentation for voucher check requests through the Student Activities Finance Office (SAFO).
- Never agree to a deposit prior to the event or performance. Some exceptions apply – see SLP. Completing the contract and attaching it to the appropriate voucher will allow a group to obtain a check payable to the performer or group. The check should be given to the performer or group just prior or just after the event. SAFO hours are Monday-Friday 9:00-5:30pm in W20-549.
- Please be sure to complete to all sections of the contract before turning it in for signature.

How does the Process Work?

1. Obtain the MIT Non-Performer contract and complete the appropriate sections (sections 2 through 9).
2. Have the Contractor (the person/group you are hiring) sign the contract and return it to W20-549 for final signature. We will need at least 3 business days to obtain an MIT signature for your contract. To save time, feel free to complete your portion of the contract, email it to the service provider and then have them fax the contract to: 617-253-8391.
3. Please make at least three copies of the contract before submitting it to the SLP. (One copy for the Procurement Office, one for SLP (give these two copies to [SLP](#) in W20-549), and another one for SAFO if a check needs to be cut which gets attached to the payment voucher.) You may make a fourth copy for your student group's records if you wish.
4. Please start this process no less than 10 days prior to the event.
5. Please contact [SLP](#) either by e-mail at slp_contracts@mit.edu or by phone at 617-253-6777 with questions.

NON-PERFORMER CONTRACT**(to be completed by student organization and contractor)****1.) Contractor information**

Name: _____

Address: _____

Phone: _____

Fax: _____

Federal Employer ID # OR Social Security #: _____

If applicable for coach, referee or instructor

Level of certification: _____

League Membership: _____

Student Group Name: _____**2.) Please answer all of the following questions (Yes or No)**

Is the contractor presently or formerly affiliated with MIT (as an employee, student, faculty member or independent contractor)?

Is the proposed contractor a full-time student?

Are the services provided comparable to those performed by other MIT employees?

Will the contractor supervise MIT employees?

Will the contractor receive detailed supervision by any MIT employees?

Will the contractor be assigned MIT office space and/or require MIT administrative services?

Will additional services of this contractor be required after completion of this contract?

If YES to any of the above must be explained on the reverse side or under a separate cover

3.) Period of Service (this contract kept on file for the entire academic year)

From: _____ To: _____

4.) Compensation

Compensation Rate: _____

Total # of hours, days etc. of services: _____

Total Cost of Contract: _____

5.) Citizenship

Is contractor eligible to work in the US? (Yes or No)

- 6.) Contractor agrees to assign, and, by performing under this Contract, hereby assigns, to MIT all rights, title and interest, including copyright, in all data and copyrightable information developed by Contractor in performance of this Contract.
- 7.) The named Contractor shall not, by virtue of this contract, become an employee or agent of this Institute, and shall not be entitled to the rights, benefits, or privileges of Institute employees.
- 8.) The Contractor agrees to treat confidential information and materials received from MIT during the term of the project as proprietary and confidential to MIT, and further agrees not to disclose such information or materials to any other party without prior written consent from MIT. Further, the Contractor agrees not to use such information and materials for any purpose other than performance under this Contract. The obligations of confidentiality set forth herein shall survive termination or expiration of this Contract.

9.) Description

A description of the services to be provided:

For recurring events this contract will be kept on file for the entire academic year.

Attach a copy of this form to the Student Activities Financial Office voucher when requesting a check **for the first time**. For subsequent checks please write "contract on file" on the SAFO check request voucher. A voucher is required for each payment.

10.) Termination

(i) Default by Contractor (a) If in the opinion of MIT, there is a default by Contractor, or material breach in services provided under this Agreement, that threatens the safety, health or well-being of any person, MIT may terminate this Agreement immediately. Nothing herein shall derogate from MIT's rights and remedies at law and in equity.

(ii) Termination for Convenience. MIT shall have the right to terminate this Agreement upon thirty (30) days' prior written notice of termination to Contractor. In the case of a termination for convenience, on the termination date, Contractor shall immediately cease the performance of Services.

Signature of contractor: _____

Signature of MIT Procurement Office*: _____

*for signature, return this form to Student Life Programs W20-549 after it has been signed by contractor.