

**PROFESSIONAL SERVICES AGREEMENT**  
(For use when the total cost of service does not exceed \$5,000)

**PART I. DEPARTMENTAL CERTIFICATION** – Department is to complete this section. Attach additional pages if necessary. Contractor and authorized officer sign PART II. TERMS AND CONDITIONS.

1. Name of Contractor: Martin Eynard
2. Permanent Address Av Libertador 625  
CP 5186 Alta Gracia  
Cordoba ARGENTINA
3. Address for Invoice Payments: same
4. Describe the nature of service or scope of duties to be performed and how services will be provided.  
To organize and manage BIARI alumni conference on Well-being in the cities of Global South: Perspectives of the internally displaced children
5. Briefly describe the selection criteria used for this Contractor (e.g., education, training).  
Contractor was among a group of BIARI alumni awarded funding to carry out this conference
6. Do you contemplate continuing or recurring work with this Contractor? Yes  No
7. Has the Contractor provided this or similar service to Department within the last 12 months? Yes  No
8. Will a Brown employee determine the specific hours to be worked, the way services will be performed, or otherwise supervise or direct the work of the Contractor?  
If yes, please describe. Yes  No
9. Will the services be performed at a Brown location?  
Who will determine the hours the services will be performed? Yes  No   
Brown  Contractor
10. Will Contractor receive any training, guidance, or assistance, other than audio or video presentation aids, or be provided with equipment, tools or supplies? If so, please describe. Yes  No
11. If assistance is needed to perform the services  
a.) will the assistance be performed by a Brown employee or employees? Yes  No   
b.) will the Contractor hire his/her own help? Yes  No
12. Is the recommended Contractor a current or former employee of Brown? Yes  No

13. Is the Contractor related to any Brown employee who has controlling interest in or relationship to the performance of these services?

Yes  No

14. Is the Contractor actively engaged in providing these or similar services to other organizations?  
If so, who are clients?

Yes  No

15. U.S. Citizen Yes  No   
(For non-resident aliens only)

Visa Type: n/a  
IRS FORM 8233 attached?

Yes  No

16. Anticipated duration and costs of proposed professional services activity:

Dates or Period of Performance	06/01/16	through	6/05/16		
Fee for Services:	\$1250	per	(lump sum, day, hour, etc.)	Total	\$1250
Other expenses (hotel, travel, meals, etc.)					\$
TOTAL fee for services and expenses (not to exceed without written amendment)					\$
Funding Source	CC30204.1179	Expiration date (if Grant)	/ /		

Certified by Department Head or Designee  
Name and Title:

*Ranya Areeff*  
Asst Program Director

Date 6/1/16

## PROFESSIONAL SERVICES AGREEMENT

### PART II. TERMS AND CONDITIONS

This Agreement is by and between Brown University, hereinafter referred to as Brown, and Independent Contractor, hereinafter referred to as Contractor. Any other applicable terms & conditions not at variance with those below may be attached as an addendum and must be signed by both the Contractor and the Authorized Officer of the University.

- 1) The term of this Agreement shall be noted herein.
- 2) In performing services and accepting payment under this Agreement, Contractor is deemed an Independent Contractor and shall not act as nor be considered an agent of Brown University. There shall be no:
  - a) Withholding of any state or federal taxes or assessment by Brown; however, based on the services provided under this Agreement, an IRS Form 1099 shall be issued in Contractor's name for total payments made, including expenses. This clause does not apply to nonresident aliens who, depending on tax treaties between their country and the United States, may be subject to taxation.
  - b) Participation in or contribution to any group insurance plans, retirement plans, or any other benefits which may be available to Brown employees.
  - c) Accumulation of vacation time or sick leave, or compensation for holidays occurring during the term of this agreement.
  - d) Workers' Compensation, Temporary Disability, or Unemployment Compensation coverage.
- 3) Contractor shall observe and abide by all applicable laws and regulations, including, but not limited to, those of Brown relative to conduct on its premises. Contractor certifies that s/he is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 4) Except as specifically authorized in writing by Brown, information and other data developed or acquired by or furnished to Contractor in the performance of this Agreement shall be used only in connection with services provided to Brown and shall be the exclusive property of Brown.
- 5) Contractor shall notify Brown promptly of any expected delay in performance of services. However, Contractor shall not be liable for delays in performance beyond its reasonable control.
- 6) Assurances of Confidentiality and Safeguarding: In accordance with the Gramm-Leach-Bliley Act and the Family Education Rights and Privacy Act, Contractor assures that it is capable of maintaining appropriate safeguards for non-public personal financial information, student education records, and other protected information ("Brown Confidential Information (BCI)") to which Contractor may be provided access to or gathering on behalf of Brown. Information shall be held in the strictest confidence and may only be used/accessed for the purposes set out in the agreement. Contractor will protect BCI in accordance with generally accepted commercial standards and no less rigorously than it protects its own confidential information. Contractor shall not release BCI obtained/accessed to any other party unless authorized in writing by the appropriate data owner at Brown. Contractor laptops and/or PDAs used to transmit or store BCI (with written permission) must be patched and protected with up-to-date anti-virus and anti-spyware software. Remote access to BCI must be protected with a Brown-approved encryption mechanism (e.g. VPN, SSH). Upon termination of this agreement, Contractor shall return to Brown all BCI in its possession and Contractor shall not maintain any originals or copies of BCI, in any format or on any media. Any breach by Contractor of these obligations shall be cause for immediate termination of this Agreement. Contractor shall immediately notify Brown of any breach of its obligations of confidentiality. Contractor agrees that any breach of its obligations of confidentiality will cause immediate and irreparable injury and that Brown shall be entitled to obtain injunctive relief in addition to any other remedies available at law.
- 7) Either Brown or Contractor may terminate performance under this Agreement at any time by notifying the other party in writing at least (10)days in advance of the effective date of the termination specified in such notice.
- 8) Brown may, at any time and through a written Amendment to this Agreement signed by a duly authorized officer, make changes within the scope of work or period of performance of this Agreement. Changes in the terms of payment shall be negotiated as appropriate. No additional payment for extras shall be made unless performed pursuant to a written Amendment.
- 9) Payment shall be made within 15 days of the termination date herein stated or as otherwise specified in an addendum to this Agreement.
- 10) Contractor agrees to indemnify and hold harmless Brown from any claim, damage, liability, injury, expense or loss arising out of Contractor's performance under this Agreement which is not directly caused by the gross negligence of Brown, its employees or agents.
- 11) This Agreement constitutes the complete understanding of the parties and supersedes any other agreements and shall be governed by the laws of the State of Rhode Island and Providence Plantations. This Agreement shall not be assigned by Contractor.

12) Contractor has read and agrees the answers to the questions in Part I. DEPARTMENTAL CERTIFICATION are true to the best of his/her knowledge.

Signed: [Signature]  
AUTHORIZED SIGNATURE BROWN UNIVERSITY

Title: Finance Mgr.      Date: 6/13/16

Signed: [Signature]  
CONTRACTOR

Title: Chief Researcher      Date: [Signature]

OGC: 93/659-Prof. Svcs. Agree.  
Revised 03/22/2013