AGREEMENT FOR SERVICES

This Services Agreement ("Agreement"), effective as of ____________, 20__, is entered into by and between the Center for Open Science, a Virginia non-profit corporation ("Company"), whose mission is to increase openness, integrity and reproducibility of research and whose place of business is at 210 Ridge McIntire Rd, Suite 500 Charlottesville, VA 22903, and ____________________________, a ____________________________ ("Client"). Client and Company hereby agree as follows:

1. Services. Company agrees to provide the services ("Services") for the Client described in Exhibit A. Company shall perform the Services in accordance with the terms of this Agreement. Client agrees to the obligations and terms defined in this Agreement as well as the Terms of Use and Privacy Policy that governs all use of the Open Science Framework (OSF). Client and/or any Authorized User may request changes in writing to an Order, in which case Company will evaluate the request, and if necessary, the parties will agree in writing as an addendum to the Agreement on revised timelines and fees in connection with such request. Company may reject any Services that do not comply with the terms of this Agreement, COS’s Terms of Use and Privacy Policy, or do not otherwise meet Company’s reasonable quality standards. Company will provide technical support to Users through direct contact requests to support@osf.io and support documentation available at help.osf.io regarding any issues with the Service. and shall provide a response to any issue within three (3) business days.

2. Fees and Expenses. Client will pay Company for Services in accordance with the applicable Order, as detailed in Exhibit A. Company shall submit invoices to Client no later than thirty (30) days after a fully executed agreement. Invoices shall be accompanied by documentation to allow Client to verify Services. Client shall make payment on undisputed invoices within thirty (30) days after receipt thereof.

3. Intellectual Property. Client acknowledges that nothing shall enlarge or restrict the rights of COS or its agents to acquire, develop and maintain the OSF and any collective rights therein. COS maintains the right, title, and interest to the OSF, and all related copyrights, databases, metadata, trademarks, trade names, domain and other intellectual property rights currently in existence or later developed, with the exception of the rights to the Researcher-owned content hosted on the OSF and any associated copyrights. Client owns its respective copyrights, trademarks, and intellectual property rights. Client at its sole expense is responsible for maintaining any custom domain names and addresses related to the Service. Client releases Company from any restriction to use approved Client marks on the Service and for marketing and promotion of its Services. All content on the OSF is governed by the Terms of Use.

4. Resolution of Services. The branded Service pages will remain for the duration of the Agreement. The decision by either Client or Company to discontinue or terminate the Service will result in the removal of the Service, including removal of the branded Service landing and discovery pages, and discontinuation of the affiliation with the Service through single sign-on (when applicable), branding, logos, colors, and domain. The OSF content posted by users to the Service will remain available on the OSF platform. The removal of Service will be at the convenience of Company, not to exceed six months beyond discontinuation or termination of the Agreement.

5. Confidentiality. Client agrees to adhere to the Privacy Policy which governs the Service and treat the identity of and information relating to customers, prospects, vendors, affiliates and employees that Client develops, learns or obtains in connection with the Services, or that are received by or for Company in accordance with the Terms of Use.

6. Warranty and Disclaimer. Company represents and warrants that: (a) the Services will be performed in a professional manner; (b) none of the Services or any part of this Agreement is or will be inconsistent with any obligation Client or Company may have to others; (c) all work under this Agreement shall be Company’s original work and none of the Services or Work Products or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity; (d) Company and Client have the full right to provide the other party with the assignments and rights provided for herein; and (e) Company will not disclose to Client or use for its benefit any trade secret or proprietary or confidential information of any third party. Client shall indemnify, defend and hold Company harmless from and against any and all claims, demands, actions, suits, proceedings, judgment, settlement amounts, losses, liabilities, costs, fees and expenses (including attorney’s fees) incurred by Company in connection with Client’s breach of any of the foregoing representations and warranties. Except as expressly set forth in this agreement, Company makes no other warranties, express or implied, with respect to any subject matter of this Agreement.

7. Term and Termination. This Agreement shall commence on the Effective Date and will remain in effect for a period of one (1) year. Either party may terminate this Agreement upon a material breach of any provision of this Agreement that is not cured within sixty (60) days after notice thereof. Sections 3, 4, 5, 6, 7, 8, 9, 10, 11 and 13 of this Agreement, accrued rights to payment and any remedies for breach of this Agreement shall survive any termination or expiration.

8. Independent Contractors. Notwithstanding any provision hereof, for all purposes of this Agreement, each party shall be and act as an independent contractor and not as a partner, joint venturer, employer, employee or agent of the other and shall not bind nor attempt to bind the other to any contract. Client is
an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort. Client shall indemnify, defend and hold Company harmless from and against any and all claims, demands, actions, suits, proceedings, judgment, settlement amounts, losses, liabilities, costs, fees and expenses (including attorney’s fees) incurred by Company in connection with any alleged failure by Client to satisfy any such obligations.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia without regard to its conflicts of law provisions. Exclusive jurisdiction and venue for any action arising under this Agreement is in the federal and state courts located in Virginia having jurisdiction over Company’s principal office, and both parties hereby consent to such jurisdiction and venue for this purpose. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys’ fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

10. **Remedies.** Client acknowledges and agrees that in the event of any breach or threatened breach of Section 3 or 4, Company will follow the process as stated in the Terms of Use and Privacy Policy and be limited by the liability limitations therein.

11. **Notice.** Any notice required or permitted to be given hereunder will be effective upon receipt and shall be given in writing, in English and delivered in person, via established express courier service (with confirmation of receipt), confirmed e-mail or registered or certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses given herein or at such other address designated by written notice.

12. **Assignment.** Company will uphold obligations of assignment as stated in the Terms of Use. Client may not subcontract, delegate, assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of other party, provided, however, that either party may assign this Agreement in connection with any sale of substantially all of its business to which this Agreement relates, whether by sale of stock or assets, merger, consolidation or otherwise. Any assignment, delegation or transfer in violation of the foregoing shall be void and of no effect. This Agreement will be binding upon, and inure to the benefit of the successors, representatives and permitted assigns of the parties.

13. **Miscellaneous.** This Agreement, including Exhibit A, the Terms of Use, and the Privacy Policy constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning the subject matter of this Agreement (and all past dealing or industry custom). Headings are for convenience of reference only and shall in no way affect interpretation of the Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, but taken together constituting one and the same instrument. Execution of a facsimile copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature. No change, consent or waiver to this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. The failure of a party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**CENTER FOR OPEN SCIENCE**

By: __________________________________________
Name: _________________________________________
Title: __________________________________________

[CLIENT]

By: __________________________________________
Name: _________________________________________
Title: __________________________________________
EXHIBIT A
SERVICES

Business Contact: The following individual will be the main contact for the purposes of this Agreement:

CENTER FOR OPEN SCIENCE

Name: Nikki Bialy
Address: 210 Ridge McIntire Rd, Suite 500
City: Charlottesville
State, Zip: VA, 22903
Country: USA
Email: nbialy@cos.io

CLIENT

Name: 
Address: 
City: 
State, Zip: 
Country: 
Email: 

Billing Contact: If different from above, the following individual will be the primary contact for billing and payment matters:

CENTER FOR OPEN SCIENCE

Name: Whitney Wissinger
Address: 210 Ridge McIntire Rd, Suite 500
City: Charlottesville
State, Zip: VA, 22903
Country: USA
Email: Billing@cos.io

CLIENT

Name: 
Address: 
City: 
State, Zip: 
Country: 
Email: 

Select Service: 
- OSF Preprints
- OSF Collections
- OSF Registries
- OSF Institutions

Additional Services: 
- Additional storage. Amount _______
- Custom features. Describe:
- Training in Open & Reproducible Practices

OSF Institutions Membership Fee Schedule:

<table>
<thead>
<tr>
<th>OSF Institutional Supporter</th>
<th>OSF Institutional Partner</th>
<th>OSF Institutional Open Science Member</th>
<th>OSF Institutional Open Science Advocate</th>
<th>OSF Institutional Open Science Champion</th>
</tr>
</thead>
<tbody>
<tr>
<td>$999 US</td>
<td>$2,499 US</td>
<td>$4,999 US</td>
<td>$9,999 US</td>
<td>$14,999 US</td>
</tr>
<tr>
<td>Access to Quarterly webinars for all OSFI partners</td>
<td>All Supporter benefits</td>
<td>All Partner benefits</td>
<td>All Member benefits (includes dashboard)</td>
<td>All Advocate member benefits</td>
</tr>
<tr>
<td>Public resources on help.osf.io and OSFI</td>
<td>SSO login access and sign up</td>
<td>Optional custom URL for aggregated institutional page</td>
<td>1 free in-person or remote training by COS certified trainer (1 day, covers)</td>
<td>1 additional in-person or remote training each year,</td>
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<tr>
<td>Service Description</td>
<td>Details</td>
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<tr>
<td>Intro/overview and their choice of additional modules</td>
<td>for a total of 2 trainings/yr (travel not included)</td>
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<tr>
<td>Affiliate projects and registrations (public and private)</td>
<td>Dashboard for internal access to SSO user list, public and private project counts, department for SSO users (if configured by institution to share metadata attribute)</td>
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<tr>
<td>Quarterly calls with COS staff to check in on adoption and promotion activities, help developing and executing strategy</td>
<td>Integration with 1 repository for researchers to connect to OSF projects, up to 80 hours of developer time</td>
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<tr>
<td>Publicly listed on university partner page</td>
<td>Publicly listed on Open Science member page</td>
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<tr>
<td>Publicly listed on Open Science Advocate page</td>
<td>25% off of development contracting fees (for additional hours for integration or other features) with a cap</td>
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<tr>
<td>Support priority</td>
<td>20% discount on Openness and Reproducibility lecture by COS staff (travel not included)</td>
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<td>Monthly newsletters sharing use cases, examples, training notes, tips and tricks for workflow efficiency, OSF features new and upcoming, etc.</td>
<td>Publicly listed on Open Science Champion page</td>
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Additional Services:
- Research culture survey: Survey on the research culture and receive a report with comparative data from prior years at the institution and with other institutions that have administered the survey. Suggested to be administered annually ($3,500/survey for standard survey; Customization available for negotiated cost)
- OSF Preprints maintenance support (Suggested increments of $1,000 and up)
- Additional storage. Amount _______
- Custom features. Describe:
- Additional Training in Open & Reproducible Practices

Remittance Schedule (select one)
- Annual - due

Total Amount: $______