

MASSACHUSETTS INSTITUTE OF TECHNOLOGY

PROCUREMENT DEPARTMENT

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Information Services & Technology
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77 Massachusetts Avenue,
Room W92
Cambridge, Massachusetts
02139

Date: April 20, 2007

To: Applicants

SUBJECT: REQUEST FOR PROPOSAL:
Prototyping and evaluation of ESS & MSS functionality via SAP
Enterprise Portal and via Federated Portal set up

On the behalf of Massachusetts Institute of Technology (MIT), Information Services & Technology hereby invites selected contractors to submit a proposal to implement ESS and MSS functionality via SAP Enterprise Portal and also make this functionality available for consumption as web services in other portals. Proposals should be submitted in accordance with Attachment No. 1 hereto entitled "Prototyping and evaluation of ESS & MSS functionality via SAP Enterprise Portal and via Federated Portal set up" inclusive of all documents incorporated herein.

The objectives of this project are to prototype and evaluate various technological implementation options for ESS & MSS functionality at MIT. This solution will use SAP as the backend ERP system.

This Request for Proposal is comprised of the following:

- (1) This cover letter:
- (2) Attachment No. 1:
"Specification/Statement of Work"
- (3) Attachment No. 2:
"Instructions to Applicants, and General Information"
- (4) Attachment No. 3: Contractor Agreement and MIT General Terms and Conditions

This solicitation shall not be construed to create any obligation on the part of MIT to award a contract to the applicant or result in any claim for reimbursement of cost for any effort expended

by the applicant in responding to this solicitation. MIT reserves the right to reject any or all proposals with or without cause or reason. MIT reserves the right not to make an award.

The Supplier must respond to the Request for Proposal (RFP) by 5 P.M. E.S.T April 26, 2007. The Supplier must provide the response in electronic format to Shridhar Kulkarni at shkulkar@mit.edu. The Supplier should provide available supporting technical, commercial and marketing information.

For Questions about the RFP:

Questions pertaining to this RFP must be submitted via e-mail to: shkulkar@mit.edu. Questions received verbally may not be answered. Questions during the proposal will be answered with the question and answer going to all companies involved in the in the proposal phase. The answers will be sent via e-mail to the point of contact for each potential supplier. It is the goal of the RFP team to answer all questions within one business day of receipt of the question. This process is done to ensure a “level playing field” for all potential suppliers. The company asking the questions will not be identified in the correspondence. No questions pertaining to the RFP will be answered after the proposal due date. After review of proposals, potential suppliers will receive letters stating the status of their proposal and if further discussions are warranted.

Attachment 1:

Specification/Statement of Work: Prototyping and evaluation of ESS & MSS functionality via SAP Enterprise Portal and via Federated Portal set up

I. Introduction

MIT is a leading technology institute based in Cambridge, MA. MIT currently has around 22,000 employees. We have just (04/16/2007) upgraded our ERP system from 4.6C to SAPERP2005.

- Modules implemented: Logistics, FI, EHS and HR.
- Sub modules of HR implemented: PA, OM, BEN, PT, T&E and PY.
- Current ESS functionality uses ITS technology and J2EE/WAS technology.

The physical environment supporting MIT's SAP application is located in Cambridge, MA. This application is being supported by MIT's IT team. As needed, MIT will provide access to the environment and/or assist the supplier in providing required product models and other configuration data required to have a viable development environment.

Current Software:

Product	Version	Description
SAP Environments		
SAP R/3 Enterprise	ECC 6.0	
SAP Web AS	2004	
SAP Enterprise Portal	7.0	
SAP Exchange Infrastructure	None	
Oracle Portal	10.1.4	

MIT seeks to develop a business partnership with an IT services company to provide a) design assistance and b) proof of concept development for our ESS & MSS Implementation. Specifically, we need to find a partner who has experience implementing ESS and MSS functionality via SAP Enterprise Portal and also make this functionality available for consumption as web services in other portals. Ultimately the institute will have around 22,000 users accessing the online functionality.

II. Objective

The objectives of this project are to prototype and to evaluate various technological implementation options for ESS & MSS functionality at MIT. This solution will use SAP as the backend ERP system. The deliverables are split into the following tracks.

Track I:

- Install SAP Enterprise Portal.

- Configure the Portal per MIT branding requirements.
- Import ESS business packages.
- Create/modify iViews using Web Dynpro and EP specific visual development tools.
- Connect backend SAP system to the portal.
- Integrate with X.509.
- Conduct demo of an end to end business transaction.
- Evaluate functioning with various browsers (IE, Safari & FireFox).

Track II:

- Import MSS business packages.
- Create/modify iViews using Web Dynpro.
- Conduct demo of an end to end business transaction including:
 - Workflow with proxy and substitute functionality.
 - Using Adobe forms.

The following are additional tracks that we want to get to, but we would like to review these at later point in time (within the consulting engagement window though).

Track III:

- Create web services for some of the ESS functions.
- Act as a producer of web services for non SAP portal (Oracle).
- Consume web services from non SAP applications.

Track IV:

- Create web services for some of the MSS functions.
- Act as a producer of web services for non SAP portal (Oracle).
- Consume web services from non SAP applications.
- Conduct demo of an end to end business transaction including:
 - Workflow with proxy and substitute functionality.

III. Requirements

Our initial requirement is to evaluate various technology options with regards to making the ESS and MSS functionality available online. The successful supplier must be able to provide:

- The highest level of customer service
- Technical excellence, especially in the areas of development and evaluation.
- Timely solution
- A proactive approach that includes recommending solutions for improvement as appropriate
- Lowest-cost service

There is no obligation on MIT to use the supplier of evaluation project, for subsequent enterprise wide development and implementation services, and no limitation on MIT to prevent issuance of a later RFP for enterprise wide implementation services.

The bidder should note however, that a strong and demonstrated capability to do consulting and development services at competitive terms will be one of the critical criteria used to select the partner for this project.

Please provide the following information for successful completion of the project:

- Types resources (we expect portal installation, WebDynpro/Java developer, and experience with ESS/MSS business packages, Workflow resource for a short duration).
- Number of resources
- Rate for each resource (inclusive of all expenses).
- Additional fixed costs, if any.

Please be brief when providing details like company profile, success stories etc.

Attachment 2:

INSTRUCTIONS TO APPLICANTS

GENERAL INFORMATION

I. INSTRUCTIONS TO APPLICANTS

A. Schedule of Events

The anticipated schedule for the RFP and contract approval is as follows:

Issuance of Request for Proposal (RFP)	April 20, 2007
Submission of Proposals	April 26, 2007
Review and Evaluation of Proposals	April 26 through April 30, 2007
Contract Award	May 3, 2007
Contract Start	May 7, 2007
Contract End	June 30, 2007

B. Response

Your response to this Request for Proposal (RFP) shall include a cost proposal prepared in accordance with the instructions set forth herein and the technical proposal which will provide all information necessary to determine whether your proposal complies with the requirements of this solicitation. Any exceptions taken to the specifications or other terms of the RFP must be fully explained in your proposal.

The Supplier must respond to the Request for Proposal (RFP) by 5 P.M. E.S.T April 26, 2007.

The Supplier must provide the response in electronic format to Shridhar Kulkarni at shkulkar@mit.edu. The Supplier should provide available supporting technical, commercial and marketing information.

C. Contract Provisions

The Contractor Agreement (Attachment No. 3) is provided for your information and review. This agreement will be signed by MIT and the successful contractor prior to the

award. Therefore, any exceptions taken to these provisions should be specifically addressed as part of your submission.

Your proposal must be signed by a duly authorized officer of your organization. Such signature shall constitute an offer to perform, on the basis proposed, all the work and services described in the RFP.

D. General Terms and Conditions

Terms and Conditions: No terms and conditions may be submitted by any contractor after the bid opening date or after the award of any resulting contract. Any terms and condition any bidder may wish to be a part of this contract must be submitted with bid response and be clearly marked as such. Submission of said terms and conditions in no way constitutes any acceptance or recognition of said terms being binding in any way upon MIT unless specifically addressed in writing at the time of bid award.

II. GENERAL INFORMATION

A. No late proposals will be accepted or considered.

B. All expenses involved with the preparation and submission of proposals to MIT, or any work performed in connection there with, shall be borne by each contractor.

C. Questions pertaining to this RFP must be submitted via e-mail to: shkulkar@mit.edu. Questions received verbally may not be answered. Questions during the proposal will be answered with the question and answer going to all companies involved in the in the proposal phase. The answers will be sent via e-mail to the point of contact for each potential supplier. It is the goal of the RFP team to answer all questions within one business day of receipt of the question. This process is done to ensure a “level playing field” for all potential suppliers. The company asking the questions will not be identified in the correspondence. No questions pertaining to the RFP will be answered after the proposal due date. After review of proposals, potential suppliers will receive letters stating the status of their proposal and if further discussions are warranted.

Attachment 3: Contractor Agreement



Massachusetts Institute of Technology

**Agreement for
CONSULTING SERVICES**

This Agreement for Consulting Services (together with the Schedules attached hereto, the "Agreement") is dated the ____ day of _____, 20____, by and between _____, a _____ corporation, located at _____ ("Contractor"), and the Massachusetts Institute of Technology, a Massachusetts educational non-profit corporation, with its principal place of business at 77 Massachusetts Avenue, Cambridge, Massachusetts ("MIT").

WHEREAS, MIT requires Consulting Services; and

WHEREAS, Contractor is in the business of providing such Consulting Services and is willing to provide these services to MIT ("Services"); and

WHEREAS, MIT has requested Contractor provide such Services at location(s) designated by MIT ("Premises");
NOW THEREFORE, IN CONSIDERATION of the mutual agreements and covenants contained herein, MIT and Contractor agree as follows:

ARTICLE 1 - STATEMENT OF WORK

1.1 _____ (hereinafter referred to as "the Contractor") shall provide consulting services in accordance with Attachment 1, Statement of Work, dated _____.

ARTICLE 2 - PERIOD OF PERFORMANCE

The period of performance for the accomplishment of the work herein shall be from _____ to _____.

ARTICLE 3 - COMPENSATION AND PAYMENT

3.1 This is a Time and Material Contract. The total not-to-exceed limit for all services and expenses provided under this Contract is \$_____, payable in accordance with the following schedule:

3.1.1 Compensation is payable at the rate of _____
for all services rendered.

3.1.2 Reimbursement for miscellaneous expenses (travel, telephone, courier, fax, other expenses) shall be made up to the not-to-exceed amount of \$_____. Travel shall be reimbursed in accordance MIT's travel policy found at http://controllers.mit.edu/site/travel/policies_procedures/mit_p_p/mit_travel_policy_and_procedure_manual

3.1.2.1 Miscellaneous expenses and travel should be submitted as a separate expense and itemized on the Contractor's invoice. Receipts which evidence the actual cost of the expense must be attached to the invoice;

3.1.2.2 All travel must be authorized in writing by the MIT Representative set forth in Article 4.1;

3.1.2.3 Should actual travel and expenses be less than the not-to-exceed amount set forth above, the authorized total shall be reduced accordingly.

3.2 Invoices shall be submitted in accordance with Article 3.1, in triplicate, not more often than monthly, and must reference the Purchase Order number, and must specify the period covered by the invoice and the dates and number of hours of work performed and accomplished therein. Invoices containing charges for business and travel expense must have documentation (Receipts) attached showing actual amounts paid.

3.3 MIT shall not be obligated to pay the Contractor any amount in excess of the total amount set forth in Article

3.1. Costs in excess of this amount will be incurred at the Contractor's sole liability. Authorization to increase the total amount must be in writing duly signed by the agent who signs this contract or an authorized representative. Should actual costs incurred be less than the not-to-exceed amount, the Purchase Order shall be reduced accordingly.

ARTICLE 4 - MIT REPRESENTATIVES

4.1 The MIT Technical Representative for all work under this contract is:

Name: _____
Title: _____
Building: _____
Department: _____
Tel No. _____

The person named above is responsible for determining the acceptability of work performed and items delivered. Questions of a technical nature should be directed to the person named above.

4.2 The MIT Administrative Representative for this contract is:

Name: _____
Title: _____
Building: _____
Department: _____
Tel No. _____

Questions of a contractual nature should be directed to the person named above.

ARTICLE 5 - EMPLOYMENT STATUS

The named Contractor will 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.

ARTICLE 6 - RIGHTS IN DELIVERABLES

The Contractor agrees to assign, and, by performing under this Contract, hereby assigns, to MIT all right, title and interest, including copyright, in all software, data and copyrightable information developed by Contractor in the performance of this Contract.

ARTICLE 7 - CONTRACTOR'S WARRANTY

Contractor warrants that its performance of these services called for by this Contract do not and shall not violate any applicable law, rule, or regulation: any contracts with third parties; or any third party rights in any patent, trademark, copyright, trade secret, or similar right. The Contractor warrants that it is the lawful owner or licensee of any software programs or other materials used by the Contractor in the performance of these services called for in this Contract and has all rights necessary to convey to the Client an unencumbered license of all deliverables.

ARTICLE 8 - NONDISCLOSURE OF INFORMATION

8.1 Contractor agrees that any information received from MIT, including without limitation oral, visual, written and electronic information, ("Confidential Information") shall be confidential and proprietary, provided however that information which is available to the public without restriction shall not be considered Confidential Information. Contractor further agrees that it shall not: (a) disclose Confidential Information to any third party without the prior written consent of MIT; (b) use Confidential Information for any purpose other than to perform its obligations under this Contract; or (c) reproduce any Confidential Information except as authorized by MIT. Contractor agrees to maintain all Confidential Information in the strictest confidence, and to advise all of its employees who may receive Confidential Information of all obligations pertaining to protection of such information pursuant to this Contract. Lists of MIT students shall be deemed Confidential Information under this Contract. The obligations of this Article 8.1 shall survive termination or expiration of this Contract.

8.2 In the course of performance under this Contract, the Contractor may act for MIT for the sole purpose of receiving individually identifiable information, including personally identifiable financial information, pertaining to students, employees or other individuals ("Personal Information") if receipt of such Personal Information is required in order for the Contractor to perform its obligations hereunder. Personal Information shall also be deemed Confidential Information. Prior to receipt of any Personal Information, the Contractor shall have safeguards in place adequate to ensure protection of Personal Information in compliance with the Contractor's obligations under this Contract and under any applicable federal and state law ("Safeguards"). If the Contractor in fact receives such Personal Information, it agrees: (a) to comply in all respects with the privacy policies of MIT related to Personal Information as set forth on the MIT website from time to time, including but not limited to Section 11 of the MIT Policies and Procedures: Privacy and Disclosure of Information (<http://web.mit.edu/policies/11.0.html>), and with any applicable federal and state law; (b) to hold all Personal Information in the strictest confidence, use it only for the sole purpose for which it was provided and not to disclose it to any third party; (c) to maintain the Safeguards; and (d) not to disclose any Personal Information acquired during the course of work under this Contract to any employee of Contractor or any person employed by MIT unless (i) such person is directly involved in the performance of work under this Contract and disclosure is necessary for the performance of that work and (ii) the disclosure is authorized by the MIT Administrative Representative named in Article 4.2 above. Upon completion of work under this Contract, Contractor shall destroy all copies of Personal Information in its possession or control (by shredding documents and/or permanently deleting computer files). Contractor shall notify the MIT Administrative Representative when the Personal Information has been destroyed as required.

8.3 If, during the term of this Contract or at anytime thereafter, Contractor becomes aware of any disclosure or use of Confidential Information or Personal Information not authorized under this Contract, it shall immediately notify the MIT Technical Representative and take all necessary and reasonable steps to prevent any further disclosure or use.

ARTICLE 9 - TERMINATION

MIT may, at its sole convenience, terminate this contract by written notice to the other party. In the event of such termination, the Contractor shall immediately stop work to the extent required, and after delivery to MIT of all work completed and/or in process, the Contractor shall be entitled to payment for all services satisfactorily performed prior to the effective termination date as stated in the notice.

ARTICLE 10 - EMPLOYEES

During the term of this Agreement and for a period of one (1) year thereafter, Client shall use all reasonable efforts to not actively recruit any person who is employed by Contractor and becomes known to MIT by virtue of this Agreement, unless Contractor consents in writing. This shall not apply to (i) receipt of any unsolicited resume from an employee of Contractor; (ii) Contractor employees responding to an advertisement directed to the general public; or (iii) discussion of employment with an employee of Contractor that is in progress immediately prior to the effective date of this Agreement, so long as such discussion continues uninterrupted or without significant delay.

ARTICLE 11 - KEY PERSONNEL

The following individual is considered essential to the work specified herein:

Name: _____

Substitution of key personnel must be approved by the MIT Technical Representative specified in Article 4.

ARTICLE 12- SOFTWARE LICENSE

By accepting this Agreement and shipping the products referenced herein, providing access codes or allowing MIT to download the software (Contractor) agrees that MIT is accepting the software under the terms of the Agreement alone and shall not be bound by the terms and conditions and licensing terms presented with or during installation of the software, and agrees that inclusion of any such

additional terms shall not constitute a counter-offer to this Agreement but rather are included merely due to the impracticality of removing such terms from the software or packaging. (Contractor) further acknowledges and agrees that any individuals who accept or install software have no authority to accept license terms on behalf of MIT.

UCITA DISCLAIMER : THE PARTIES AGREE THAT THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT OR ANY VERSION THEREOF ADOPTED BY MASSACHUSETTS OR ANY OTHER STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS AGREEMENT. TO THE EXTENT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT OUT PROVISIONS CONTAINED THEREIN.

GENERAL TERMS AND CONDITIONS

1. Entire Agreement / Choice of Law
2. Assignment
3. Waiver
4. Hold Harmless
5. Taxes
6. Occupational Safety and Health Act
7. Use of MIT Name
8. Equal Employment Opportunity
9. Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
10. Affirmative Action for Handicapped Workers
11. Contract Work Hours and Safety Standards Act-Overtime Compensation
12. Anti-Kickback Enforcement Act of 1986
13. Clean Air Act and Federal Water Pollution Control Act (Where applicable)
14. Anti-Lobbying
15. Restrictions on Certain Foreign Purchases
16. Contractors Debarred, Suspended or Proposed for Debarment
17. Audit
18. Restrictions on Subcontractor Sales to the Government
19. Disputes
20. Liens
21. Limitation of Liability
22. Contractor Payment/Billing Terms
23. Severability
24. Insurance Requirements

- 25. Survival
- 26. Authority
- 27. Notices

1. Entire Agreement / Choice of Law

This Agreement, together with any schedules and attachments hereto constitute the entire agreement between MIT and Contractor and supersedes any prior understandings or agreements, written or oral, between the parties hereto respecting the subject matter herein. This Agreement may only be amended by an agreement in writing executed by authorized representatives of all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject, however, to the limitations contained herein. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Contractor will observe, perform and comply with or require compliance with all federal, state and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the hiring and firing of employees, and other Services provided by Contractor pursuant to this Agreement. The Contractor will also comply with all immigration laws, state and local building, fire, zoning laws, codes and/or regulations that affect or that are applicable to Contractor's Services and the activities and operations hereunder.

2. Assignment

Contractor shall have no right to assign this Agreement or any rights or obligations arising from this Agreement without the prior written consent of MIT.

3. Waiver

No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it is related and shall not be deemed to be a continuing or further waiver.

4. Hold Harmless

From and after the date of this agreement, the Contractor agrees to indemnify and hold harmless MIT from any and all claims, regardless of by whom such claims may be asserted, for personal injury or property damage or otherwise that

may result directly or indirectly from the use, possession or ownership of the goods or services provided by the Contractor pursuant to this agreement. If this order covers labor, a condition of this order is that the Contractor will protect and save harmless MIT from any liability for Worker's Compensation or any other claims due to accidents to such labor or from liability for damages to others or their property which this labor may cause. Contractor shall carry and maintain insurance coverages satisfactory to cover the above, and, upon request, shall furnish to MIT appropriate evidence of such insurance.

5. Taxes

Except as may be otherwise provided in this Agreement, the fee includes all applicable Federal, State and local taxes and duties. This Agreement and the Services provided herein are exempt from Massachusetts sales and use tax - exemption number E 042 103 594.

6. Occupational Safety and Health Act

Contractor certifies that all Services provided pursuant to this Agreement conform to current OSHA specifications.

7. Use of MIT Name

The Contractor agrees not to use the name of the Institute or any member of its staff in sales promotion work or advertising, or in any form of publicity, without the written permission of the Institute (Technology Licensing Office).

8. Equal Employment Opportunity

This Agreement is subject to the requirements of Executive Orders 11246 and 11375 and the rules and regulations of the Secretary of Labor (41 CFR Chapter 60) in promoting Equal Employment Opportunities.

9. Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

This Agreement is subject to the requirements of Public Laws 92-540 and 93-508, Executive Order 11701, and the regulations of the Secretary of Labor (41 CFR Part 60-250) in promoting employment opportunities for disabled and Vietnam veterans.

10. Affirmative Action for Handicapped Workers

This Agreement is subject to the requirements of Section 503 of the Rehabilitation Act of 1973, Public Laws 93-112 and 93-516, Executive Order 11758 and the regulations of the Secretary of Labor (41 CFR Part 60-471) in promoting affirmative action in Employment of the Handicapped.

11. Contract Work Hours and Safety Standards Act-Overtime Compensation

This Agreement to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 USC 327-333), is subject to the provisions of the Act, including overtime requirements and penalties for violation thereof.

12. Anti-Kickback Enforcement Act of 1986

This agreement is subject to the provisions of the Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 U.S.C. 51-58). By accepting this order, Seller (1) certifies that it has not paid kickbacks directly or indirectly to any MIT employee for the purpose of obtaining this or any other MIT agreement, and (2) agrees to cooperate fully with any Federal agency investigating a possible violation of the Act.

13. Clean Air Act and Federal Water Pollution Control Act (Where applicable)

This Agreement is subject to the requirements of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)

14. Anti-Lobbying

This agreement is subject to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

15 Restrictions on Certain Foreign Purchases

This Agreement is subject to the restrictions in FAR 52.225-13.

16. Contractors Debarred, Suspended or Proposed for Debarment

This agreement is subject to the requirements of FAR 52.209-6 as applicable.

17. Audit

MIT shall have access to any books, documents, papers and records of Contractor and its Affiliate Contractors which

are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

The Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to this specific program for the purpose of making audits, examinations, excerpts and transcriptions.

18. Restrictions On Subcontractor Sales To The Government

This Agreement is subject to the requirements of FAR 52.203-6 as applicable.

19. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact or law arising under this Contract which is not disposed of by agreement, shall be submitted in writing to MIT for review and determination. The MIT Administrative Representative may grant or deny the whole or a portion of, a claim in this dispute within ninety (90) days, or such longer time period as may be mutually agreed upon. If the whole or a portion of a claim is denied, the Contractor may pursue its legal remedies in a court of competent jurisdiction. Pending a decision of a dispute by MIT or by the court in which the Contractor seeks a remedy, the Contractor shall proceed diligently with performance of the Contract in accordance with the MIT Administrative Representative's decision. Nothing in this Contract shall be construed as making final the decision of any MIT Representative on a question of fact or law.

20. Liens

Contractor will not commit or suffer any act of neglect whereby MIT Premises will become subject to any attachment, lien, charge or encumbrance whatsoever, except as hereinafter provided, and will indemnify and hold harmless MIT from and against all attachments, liens, charges and encumbrances and all expenses relating thereto.

21. Limitation of Liability

This Agreement is solely an obligation of MIT and Contractor, and no trustee, board member, officer, faculty member, student, agent or other representative of MIT shall have any personal liability under this Agreement.

22. Contractor Payment/Billing Terms

Invoicing will be sent to MIT, PO Box 9169, Cambridge, MA 02139. MIT terms are net thirty days from receipt of invoice. If Contractor offers discount terms for payment in less than thirty (30) days, such terms shall be included on the invoice.

23. Severability

Each covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

24. Insurance Requirements

Contractor shall bear the full and complete responsibility for risk of damage or loss of equipment, products or money due to its negligence and shall indemnify MIT for any losses incurred in association with this Agreement.

Contractor will maintain, during the life of this Agreement, the following minimum insurance requirements:

<u>Type of Insurance</u>	<u>Minimums of Liability</u>
Worker's Compensation (Employer's Liability)	Massachusetts Statutory amount, Part One; Employer's Liability, \$ 500,000
Professional Liability	\$1,000,000 per claim Maintained for one year after termination of this agreement
<u>Commercial General Liability</u>	
Limit	\$ 1,000,000 each occurrence \$ 2,000,000 aggregate
<u>Automobile Liability</u>	
Limit: bodily injury and property	\$ 1,000,000 each occurrence
<u>Excess Liability - Umbrella Form</u>	\$5,000,000

These policies shall be endorsed to provide MIT with 30 days' notice prior to cancellation or modification. MIT shall also be named as an additional insured.

Upon notification of award, and prior to issuance of the Agreement, Contractor shall furnish MIT with Certificates of Insurance, to reflect current compliance with the minimum limits of liability required under this agreement issued by an insurance company licensed to do business in

the Commonwealth of Massachusetts, and signed by an authorized agent. Contractor shall maintain these coverages continuously for the duration of this Agreement, and shall submit new certificates, as needed, as evidence of continued compliance. In the event that the Contractor fails to maintain the required levels of liability coverage, MIT shall have the right to terminate the Agreement.

25. Survival

Provisions of this Agreement which by their clear meaning are intended to survive termination of this Agreement shall survive the termination of this Agreement.

26. Authority

Each party represents and warrants to the other party that it has all necessary power and authority to enter into and perform this Agreement in accordance with the terms hereof.

27. Notices

Any notice required or permitted to be given under this Agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand, facsimile or overnight courier to the addresses set forth on the first page of this Agreement and to the attention of the following individuals for each party:

For Contractor: Contractor: _____
ATTN: _____
Address: _____

Tel No. _____
Fax No. _____

For MIT: Massachusetts Institute of
Technology
ATTN: _____
Title: _____
Building: _____
77 Massachusetts Avenue
Cambridge, MA 02139-4307
Tel No. _____

AGREED:
Massachusetts Institute of
Technology

By: _____
(Authorized Signature)

(Typed or Printed Name)

(Title)

(Date)

AGREED:
Contractor:

By: _____
(Authorized Signature)

(Typed or Printed Name)

(Title)

(Date)