This is a form agreement for discussion purposes only.
It does not constitute a binding offer or contract of Drexel University until all of the terms have been approved and this agreement is executed by an authorized university official.

Drexel University
Independent Contractor
Service Provider Agreement

WHEREAS, Drexel University ("Drexel") intends to contract with _____ ("Service Provider") for the performance of certain tasks;

WHEREAS, the Service Provider is identified as follows:

Name: _____

Type of Entity:

[☐] Limited Liability Company [☐] Professional Corporation

[☐] Partnership [☐] Corporation

[☐] Sole Proprietorship

Principal place of business: _____
Business Telephone: _____
"Doing Business As" or Trade Name _____

THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES, INTENDING TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

1. <u>SERVICES TO BE PERFORMED AND GOODS TO BE PROVIDED</u>.
Drexel engages Service Provider to perform in a good and workmanlike manner, as approved by Drexel, those services described in Exhibit A, which is attached hereto and incorporated herein by reference. If Service Provider is also providing goods, then Service Provider must provide goods that are of good quality and free from defects in material or workmanship and must conform to the specifications, standards, drawings and other descriptions furnished or specified by Drexel. (The services and, if applicable, the goods, shall be collectively referred to as the "Services"). Service Provider shall perform the Services in accordance with the schedule of performance dates set forth in Exhibit A. Service Provider shall keep Drexel advised both in writing and orally of the progress in completing the Services. Drexel shall have the right from time to time by written notice to propose changes in or additions to the Services. Service Provider agrees to comply, to the extent feasible, with such change notices. The terms of any

change to the scope of the Services to be provided hereunder shall be set forth in an Exhibit which shall be attached to and incorporated into this Agreement.

2. TERMS OF PAYMENT.

As compensation for the satisfactory performance of the Services, Drexel shall pay Service Provider a total fee not to exceed ($_____) (the "Compensation"). Service Provider shall submit timely invoices to Drexel and shall not submit more than one invoice per month. The invoices shall include an itemization of charges and, at a minimum, a description of Services performed. No payment shall be due before receipt of a properly prepared invoice. If Service Provider is an individual or sole proprietorship, no payment will be made until Service Provider has submitted a properly completed "Certification and Worksheet for the Determination of Independent Contractor Status."

3. SUPPLIES.

Service Provider shall supply all equipment, tools, materials, and supplies necessary to provide and complete the Services.

4. CONTROL.

Service Provider retains the sole and exclusive right to control or direct the manner or means by which the Services are to be performed. Drexel retains only the right to control the ends to insure the conformity with the terms of this Agreement.

5. PAYROLL OR EMPLOYMENT TAXES.

(a) Drexel shall not withhold or pay any federal, state, or local income tax, or payroll tax of any kind on behalf of Service Provider or the employees of Service Provider. Service Provider shall be responsible for all taxes that arise from the transaction described in this Agreement.

(b) Philadelphia Department of Revenue regulations require Drexel to report to the City of Philadelphia, Department of Revenue, on a Form1099 no later than January 31 following the year in which services were performed, all remuneration paid to certain unincorporated service providers. This reporting requirement applies if Service Provider:

(i) has a place of business and/or residence in Philadelphia;

(ii) performs any services under this Agreement within the physical boundaries of the City of Philadelphia.

Service Provider fully accepts the responsibility to notify Drexel in writing if Service Provider meets either of these criteria. Service Providers who meet one of the criteria above may be required to obtain a Business Privilege License from the City of Philadelphia and prepare tax returns for the year in which remuneration was received. Further information can be obtained from the City of Philadelphia, Department of Revenue at (215) 686-6600 or via its website: www.phila.gov/Revenue/. Please consult your tax advisor.

6. WORKERS' COMPENSATION.

Drexel shall not obtain any workers' compensation insurance for Service Provider or Service Provider's employees. Service Provider shall comply with the workers' compensation laws with respect to Service Provider and Service Provider's employees.

7. TERM AND TERMINATION.

This Agreement shall be effective as of _____ and shall remain in effect until _____ (the "Term") unless earlier terminated as provided herein.

Either party may terminate this Agreement if the other party breaches any term or condition of this Agreement and fails to cure such breach within five (5) days of receipt of written notice of such breach. In addition, Drexel may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to Service Provider. The provisions of Sections 8, 10 and 14 shall survive the termination of this Agreement.

8. INDEMNIFICATION AND RELEASE.

For purposes of this provision, the term "Service Provider" shall include the Service Provider and its employees, contractors, subcontractors and agents. The term "Drexel" shall include Drexel, its subsidiaries and affiliates, trustees, officers, faculty, students, employees and agents.

Service Provider shall defend, indemnify, and hold harmless Drexel from and against any and all claims, losses, liabilities, or expenses of any type whatsoever that may arise from the goods and/or services supplied by Service Provider, actions or inactions taken by Service Provider, and the presence of Service Provider on Drexel property, regardless of whether or not any such claims, losses, liabilities, or expenses are caused in part by the negligence of Drexel or any of the other indemnified parties.

The indemnification provision shall include, but not be limited to, those claims resulting in personal injuries or death or loss or damage to property of Drexel, Service Provider or any other party. Service Provider acknowledges that the indemnity granted to Drexel by this Agreement includes indemnification for claims brought by employees of Service Provider against Drexel. In the event that such a claim is made by an employee of Service Provider, Service Provider agrees to waive the immunity that the Worker's Compensation Act provides to employers against indemnity claims by parties such as Drexel or the other parties indemnified hereunder.

Service Provider releases and waives any and all claims, demands, or causes of action against Drexel, its trustees, officers, faculty, students, employees and/or agents that arise from or are connected with Service Provider's obligations pursuant to this Agreement, any injury to employees or agents of Service Provider or damage to or loss of any property of Service Provider or its employees or agents, regardless of whether or not any such claims, losses, liabilities or expenses are caused in part by the negligence of Drexel or any of the other indemnified parties.

In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any person against Drexel, Service Provider shall, at its own cost and expense, provide Drexel with all reasonable information and assistance in the defense or other disposition thereof. The provisions of this Section shall survive the termination or expiration of this Agreement.

9. ABANDONMENT OF PROPERTY.

Any property of Service Provider left upon the premises of Drexel upon completion of the Services shall be considered abandoned by Service Provider and may be discarded or appropriated by Drexel.

10. INSURANCE.

Service Provider, at its own cost and expense, shall obtain and maintain in force during the term of this Agreement, the following insurance coverage:

(a) Commercial General Liability insurance all on an occurrence basis in an amount not less than $1,000,000 per occurrence limit per project/jobsite for bodily injury and property damage, $1,000,000 personal and advertising injury; $2,000,000 General Aggregate; $2,000,000

products/completed operations aggregate; and $100,000 Fire Damage Legal. Coverage is to include full contractual liability coverage. If the services involve any work with minors, coverage shall also include Sexual Abuse and Molestation in an amount no less than $1,000,000 per occurrence.

(b) Worker's Compensation insurance in amounts required by law for all employees, and Employer's Liability insurance with minimum limits as follows: Bodily Injury by Accident $500,000 Each Accident, Bodily Injury by Disease $500,000 Policy Limit, Bodily Injury by Disease $500,000 Each Employee.

(c) Business Automobile Liability insurance for bodily injury (including death) and property damage with a minimum combined single limit of $1,000,000 per occurrence including coverage for owned, non-owned and hired vehicles.

(d) Professional Liability Insurance including errors and omissions in an amount not less than $2,000,000 per claim covering the Services under this Agreement and shall be maintained for a minimum of two years following completion of all Services under this Agreement.

(e) Excess (Umbrella) Liability insurance all on an occurrence basis with an occurrence/aggregate minimum limit of $5,000,000 all to be following form over underlying Commercial General Liability, Business Automobile, and Employers Liability insurance policies.

The insurance requirements identified above shall not be construed to modify, limit or reduce the indemnifications requirements set forth herein. All such coverage shall be in a form and with insurers acceptable to Drexel and licensed to conduct business in the Commonwealth of Pennsylvania with an A.M. Best Carrier rating of A VIII or better. Additional coverage may be required from time to time based on the scope of services provided by Service Provider. Drexel reserves the right to change its insurance requirements at any time. If Service Provider subcontracts with any third party to perform or provide any of the Services, Service Provider shall require that each such subcontractor maintains insurance equivalent in all respects to that described in this Section. Each policy of insurance listed above must be evidenced by a certificate of insurance. Drexel, its subsidiaries and affiliates, trustees, officers, faculty, students, employees and/ or agents must also be named as a primary additional insured for each line of insurance, except for (b) and (d). Coverage shall be non-contributing with or in excess of any coverage Drexel may carry. Coverage shall include any and all costs and expenses incurred in connection with the investigation, adjustment or defense of claims. Certificate must also evidence waiver of subrogation on all insurance policies. The required certificates of insurance shall be delivered no later than five (5) days before the Term of the Agreement commences to: Drexel University, Office of Risk Management, 3201 Arch Street, Suite 310, Philadelphia, PA 19104. It shall be renewed at least thirty (30) days before the expiration of any certificate previously furnished. Service Provider shall provide at least twenty (20) days prior written notice of cancellation or non-renewal. Neither the issuance of any insurance policy required under this Agreement, nor the minimum limits specified herein with respect to Service Provider's insurance coverage, shall be deemed to limit or restrict in any way Service Provider's liability arising under or out of this Agreement.

11. COMPLIANCE WITH LAWS AND REGULATIONS.

Service Provider shall comply, at its own cost and expense, with all federal, state, county and municipal laws, ordinances, regulations and orders pertaining to the performance and provision of the Services, together with the rules, regulations and orders of the local Board of Fire Underwriters or other similar body. Service Provider shall take all measures

necessary to remedy promptly a violation of any law, ordinance, rule, regulation or order.

12. WARRANTY OF GOODS.

No disclaimer of warranty will be valid. All goods shall be subject to warranties imposed by the Uniform Commercial Code in Pennsylvania.

13. GOVERNING LAW; JURISDICTION.

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the parties hereby submit to the exclusive jurisdiction of the courts located in the Eastern District of Pennsylvania for litigation of any disputes arising under this Agreement.

14. INTELLECTUAL PROPERTY.

All materials developed, generated or produced by Service Provider pursuant to this Agreement, shall be owned by and shall be the exclusive property of Drexel and considered a "WORK MADE FOR HIRE," as that term is defined for copyright and other purposes. Service Provider hereby assigns all rights to the materials developed pursuant to this Agreement finally and irrevocably to Drexel. Service Provider shall promptly execute any and all documents and take any additional actions that Drexel may reasonably request in order to effect this assignment.

15. ENTIRE AGREEMENT; MODIFICATION.

This Agreement contains the entire agreement between the parties and cannot be amended or modified, except in a writing signed by both parties. The parties shall not be bound by any agreements, conditions, or representations not contained in this Agreement.

16. INTERPRETATION; ORDER OF PRECEDENCE.

In the event of a conflict or inconsistency between the terms of this Agreement and the terms of any of its attachments or exhibits, the terms of this Agreement shall control. If Service Provider and Drexel have entered into a Purchase Order concerning the goods or services that are the subject of this Agreement, the terms of this Agreement shall control.

17. EQUAL EMPLOYMENT OPPORTUNITY.

Drexel is an equal opportunity institution. During the performance of this Agreement, Service Provider agrees to be bound by all applicable federal, state and local laws, rules, regulations, orders, instructions and other directives governing equal employment opportunity. Inquiries may be directed to Drexel's Office of Equality and Diversity at 215-895-1405.

18. ASSIGNMENT.

Service Provider may not assign this Agreement without prior written consent of Drexel. Drexel may withhold its consent for any reason whatsoever or for no reason.

19. SEVERABILITY.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

20. PERFORMANCE OF SERVICES.

In providing the Services, Service Provider and its agents, employees, contractors and subcontractors shall comply with all reasonable procedures prescribed by Drexel for coordination of the Services with the functions, activities and operations of Drexel.

Service Provider shall not cause or permit any union conflict to arise in connection with the provision of the Services. Service Provider shall promptly remove and dispose of all debris and rubbish caused by or resulting from the Services, and upon completion of the Services, Service Provider shall remove all temporary structures and surplus materials.

21. AUTHORITY.

Drexel and Service Provider each represent and warrant that (i) each has the respective corporate or other power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) the person who executes this Agreement on behalf of each of Drexel and Service Provider, respectively, has the necessary authority to bind Drexel and Service Provider; and (iii) neither the execution and delivery of this Agreement, nor the performance of its obligations hereunder, will constitute a violation of, a default under, or conflict with any term or provision of its respective certificate of incorporation, by-laws or other agreements to which it is bound.

22. NOTICES.

All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed duly to have been given if personally delivered to the other party, sent by facsimile or if sent by the United States Postal Service certified mail, return receipt requested, postage prepaid or by Federal Express, United Parcel Service or other nationally-recognized overnight carrier. All notices or communications between Drexel and Service Provider pertaining to this Agreement shall be addressed as follows:

If to Drexel:
Drexel University
_____
Philadelphia, PA 19104-2875
Attention: _____

With a copy to:
Drexel University
Office of the General Counsel
3201 Arch Street
Suite 310
Philadelphia, PA 19104

If to Service Provider:
_____
_____
_____
_____
_____
_____

Either party may change its notification address by giving written notice to that effect to the other party in the manner provided herein. Notices shall be effective upon receipt.

23. COUNTERPARTS; FACSIMILE AND ELECTRONIC SIGNATURES.

Provided that all parties execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by facsimile or electronic transmission, and, if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

24. <u>TIME IS OF THE ESSENCE.</u>

Time is of the essence in the performance of all obligations under this Agreement.

THE PARTIES, INTENDING TO BE LEGALLY BOUND, HAVE CAUSED THEIR DULY AUTHORIZED REPRESENTATIVES TO EXECUTE THIS AGREEMENT THIS _____ DAY OF_____, 20_____.

DREXEL UNIVERSITY:	**SERVICE PROVIDER:**
BY: _____	BY: _____
TITLE: _____	TITLE: _____

EXHIBIT A
DESCRIPTION OF SERVICES

I. Service Provider shall provide the services described below or in Service Provider's proposal dated _____, 20___, attached hereto and incorporated herein. To the extent that Service Provider's proposal contains terms and conditions that conflict with the terms of this Agreement or bind Drexel to any obligations that it does not specifically incorporate into this Agreement, such terms and conditions are unacceptable, void and of no effect.

Description of Services:

II. Changes in Scope. Drexel shall have the right from time to time by written notice to propose changes in or additions to the services to be supplied under this Agreement. Service Provider agrees to comply, to the extent feasible, with such change notices, which shall become part of the Agreement. If such changes cause an increase or decrease in the cost of time required for performance, the parties will agree in writing on the revised price and delivery schedule before the changes are initiated. Service Provider may also propose changes in writing and may carry them out only with the written consent of Drexel.