

**THE UNIVERSITY OF PENNSYLVANIA  
INDEPENDENT CONTRACTOR AGREEMENT  
FOR SERVICES OUTSIDE OF THE U.S.**

This Independent Contractor Agreement is entered into this [redacted] day of [redacted], 20[redacted] by and between [redacted] ("Provider") and The Trustees of the University of Pennsylvania, a Pennsylvania non-profit corporation (the "University").

1. **Introduction:** Provider, resident of [redacted] (*country*) and individual, sole proprietorship, LLC (*circle one*), offering independent contractor services. The Provider wishes to provide services to the University (the "Services"), and the University wishes to accept the Services. Provider and the University agree that this Agreement, together with the attached Service Terms (Exhibit A) and the University's current Purchase Order Terms, as found here: <https://procurement.upenn.edu/doing-business-penn/po-terms-conditions> (the "Purchase Order Terms"), shall together be the written contract between them (the "Agreement").

2. **Conduct of Work.** The Provider, as an independent contractor, shall direct the Services. However, the Provider agrees to follow all University requirements needed to coordinate the Services with the activities of the University. When the Services as described in the Agreement end, the Provider shall cease performing services for the University, unless additional services are otherwise agreed upon by a new agreement or an amendment to this Agreement. For any services that are not included in this Agreement, a new agreement or amendment is required as a condition to payment.

3. **Performance Standards.** The Provider warrants that the Provider has the skills, qualifications, tools/equipment and required licenses to perform the Services and has the necessary licenses to perform the Services. The Provider's work will be performed promptly, legally and shall satisfy all requirements set forth in this Agreement, including the attached Service Terms.

4. **Confidential Information.** While performing the Services, the Provider may obtain access to the University's Confidential Information. The Provider must treat all Confidential Information as strictly confidential and shall not discuss, disclose or use it (other than for the purpose of performing the Services). Confidential Information includes, but is not limited to, any information (including information disclosed to Provider in conversation, via email, or otherwise), records, data or know-how which would appear to a reasonable person to be confidential or proprietary.

5. **Proprietary Rights.** The Provider acknowledges and fully agrees that all inventions and/or deliverables which are conceived or reduced to practice by the Provider as part of the Services being performed under this Agreement, or that result from such Services, are the property of the University, either as works-for-hire or as works to be assigned by Provider. The University's proprietary rights to these inventions and deliverables (including all patent, copyright and intellectual property rights) are effective immediately when such inventions or deliverables are conceived or reduced to practice. The Provider agrees to cooperate with the University and execute all documents necessary to perfect the University's proprietary rights in all inventions and deliverables, as set forth in the Purchase Order Terms. See Paragraph 11 for further information about the Purchase Order Terms.

6. **Indemnification.** The Provider will indemnify and hold harmless the University, including its assigns, trustees, employees, agents and students, from and against all losses, damages, claims and demands (including attorneys'

fees) that arise or result from the performance of the Services, except to the extent caused by the University. The Provider acknowledges its own professional and ethical responsibility to obtain workers' compensation for its employees if required by law and to obtain liability insurance to cover potential monetary damages arising from risks relating to their own business.

7. **Assignment.** The Provider may not assign this Agreement or subcontract any portion of the Services to any agent, subcontractor, individual or corporation ("Substitute") without the written consent of the University, which consent may be withheld by the University for any reason. Even if consent is not obtained, if the Provider in fact engages a Substitute to perform or support the Services, all provisions in this Agreement shall apply to such Substitute.

8. **Independent Contractor Relationship/Taxes.** In performing the Services, Provider shall be and remain an independent contractor, not an employee or agent of the University. The Provider shall have the flexibility, retains the right, and is encouraged to work for other individuals or entities. The Provider shall have no claim for employee benefits or other rights of employment from the University. The Provider acknowledges that: a) it remains free from the University's control or direction when performing the Services, b) it maintains an independent business location (which may be a residence); and c) it is responsible for its own tax reporting of profit or loss relating to the Services, regardless of whether it receives a Form 1099 from the University. In issuing a Form 1099 to the Provider, the University will generally not deduct taxes, FICA, or other amounts from such amounts, except that the University is legally obligated to deduct Pennsylvania income tax for any payment to a service provider that is not a resident in the Commonwealth of Pennsylvania.

9. **Background Checks.** To the extent permitted by applicable law, the Provider shall ensure that pre-employment or pre-contracting reference and criminal background checks are performed consistent with the Purchase Order Terms. The Provider agrees to prohibit any dishonest, unreasonably dangerous or otherwise unqualified persons from participating in the performance of the Services.

10. **Default.** Any neglect, failure to perform or observe, or misrepresentation by the Provider regarding any of the terms of this Agreement shall be considered a breach of the Agreement. If the Provider breaches the Agreement, the University may exercise, without further notice to the Provider, all of its legal and equitable rights relating to the breach (including termination or specific performance of the Services) regardless whether the University availed itself of these rights at any earlier time in the course of the performance of the Service.

11. **Purchase Order Terms and Statement of Work.** The Provider has reviewed and agrees to the University's Purchase Order Terms and the Statement of Work (Exhibit A). In the event that the Purchase Order Terms or the Statement of Work conflict with the terms of this Agreement, then the terms of this Agreement will govern. In the event that the Statement of Work conflicts with the Purchase Order Terms, then the Purchase Order Terms will govern.

12. **OFAC Sanctions.** The Provider shall not use University funds, equipment, technology, or any other University-furnished materials in any transaction involving a country, person, or organization that is subject to U.S. sanctions, including those listed by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) at <https://ofac.treasury.gov/sanctions-list-service>

13. **Export Controls.** The Provider and the University do not intend to share with each other any technology, technical data, or other information that is listed on U.S. export-control regulations, including the Commerce Control List (15 C.F.R. § 774) or the U.S. Munitions List (22 C.F.R. § 121). If any activity under this Agreement violates this Section or involves a prohibited OFAC transaction—whether caused by the Provider or another

party—the University may immediately terminate this Agreement based on the termination provisions in this Agreement.

14. **Anti-Corruption Compliance.** The Provider represents that it is familiar with the U.S. Foreign Corrupt Practices Act (FCPA) and all applicable international and local anti-bribery and anti-corruption laws (“Anti-Corruption Laws”). The Provider will inform the University if any of its personnel, agents, contractors, or subcontractors is a government official, political party official, or candidate for public office, or is connected to anyone in such a role. The Provider shall not take any action in performing this Agreement that would violate any Anti-Corruption Laws or that could expose the University to liability under those laws. The University may withhold payments and/or terminate this Agreement if it receives information that causes it to reasonably believe that the Provider has engaged in conduct that could violate Anti-Corruption Laws or subject the University to liability.

15. **Legal Status.** The Service Provider confirms that the Service Provider is a resident of or a registered entity in \_\_\_\_\_, and has acquired and satisfied all legal requirements, authorizations, and permits to perform all services under this Agreement in \_\_\_\_\_ (country where service is being performed).

16. **General.** This Agreement shall be binding on the Provider and the University and each of their permitted successors and assigns and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement is the final entire agreement of the parties and no prior written or oral express or implied understandings are part of this Agreement. The only way any provision of this Agreement can be amended or altered is by a written agreement expressly intended as a modification or alteration and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[SERVICE PROVIDER]**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# EXHIBIT A: STATEMENT OF WORK

## Services

Provider will perform the following (*provide a detailed description of the Services and expected deliverables*):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Dates of Service/Completion of Deliverables

The Services will begin on \_\_\_\_\_ (date) and continue through \_\_\_\_\_ (date) or until completion of the Services, unless terminated earlier in accordance with the Agreement.

## Service Location *(the individual's physical location if services are remote)*

\_\_\_\_\_

## Fee

Fee Amount: \$ \_\_\_\_\_

## Changes

Any changes to the Services, deliverables, term, or fees must be agreed to in writing by both parties.

## Primary Contact at the University & for Notices:

Name: \_\_\_\_\_ Email: \_\_\_\_\_