

**THE UNIVERSITY OF PENNSYLVANIA
INDEPENDENT CONTRACTOR AGREEMENT**

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

1. Introduction: Provider, resident of _____ (state) and individual, sole proprietorship, single member 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 Statement of Work (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 their own professional and ethical responsibility to obtain workers' compensation for their 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. 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 of whether the University availed itself of these rights at any earlier time during 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 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. 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 undersigned parties have caused this Agreement to be executed as of the Effective Date.

THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA

Signature: _____ Date: _____

Name: _____ Title: _____

[NAME OF SERVICE PROVIDER]

Signature: _____ Date: _____

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: _____