

INDEPENDENT CONTRACTOR AGREEMENT
TERMS OF AGREEMENT

This Agreement is entered this _____ by and between Dickinson College (the “College” or “Dickinson” and _____ (the “Contractor”).

It is understood and agreed that the term “Contractor” means and includes the named individual or entity, as well as each and every employee, representative, and agent of Contractor (hereinafter collectively referred to as “Contractor”).

Address & phone number of Contractor:

Description of services to be provided by Contractor:

Date(s) of commencement of services by Contractor:

Date of completion of services by Contractor:

Place of services:

Time(s) of services:

Compensation (all inclusive unless otherwise stated):

Terms of payment:

Federal tax identification or social security number:

Verification of authorization to work (contact Payroll):

Dickinson College department contact:

The terms and conditions set forth on the accompanying two pages are incorporated herein by reference.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties themselves or through their authorized agents hereby execute this agreement as of the date first set forth above.

CONTRACTOR

DICKINSON COLLEGE

By _____
Print _____
Title _____

By _____
Print Name _____
Title _____

Revised May 2020

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

GENERAL TERMS AND CONDITIONS

1) COMMENCEMENT OF WORK: Contractor shall commence and carry on the Work under this Contract and shall supply and be represented by competent personnel acceptable to the College, who shall be authorized to act for Contractor in all matters. All directions concerning the Work given in writing to such personnel shall be as binding as if given directly to Contractor. All skilled personnel employed in connection with the Contract shall qualify therefore by experience or ability. The College may require Contractor to submit proof of such experience and qualifications. Contractor shall employ the necessary safety and security practices as are normal or as required by law for the type of Work authorized hereunder. Contractor shall replace any of its personnel whose Work, at the discretion of the College, is contrary to the requirements of this Contract. Contractor shall not subcontract any obligations hereunder without prior written approval of the College. Contractor shall comply with all local, state and federal rules, regulations, orders, directives and statutes applicable to wage and employment practices, and shall act in the best interest of the College on matters which affect area practices and might tend to set precedents.

2) BACKGROUND CLEARANCE: If specifically requested by College in writing, prior to providing any services on campus or at any location where students are present, Contractor shall provide proof of a background clearance satisfactory to the College that is less than twelve (12) months old unless this provision is specifically waived by the parties in writing. The standards for the background clearance must comply those set forth in the Dickinson College policy for Background Checks for College Employees and must be completed prior to the commencement of services.

3) RECORDS AND AUDIT: Contractor shall keep accurate records of account for all Work performed hereunder, and shall provide copies of it (except of that Work for which a fixed price has been quoted) to the College as required by the College. The College shall have the right, at all reasonable, times during regular business hours, to inspect and audit such records. Contractor shall preserve such records for 36 months after termination/cancellation/completion of this Contract.

4) WARRANTIES AND REMEDIES: Contractor warrants that all professional services performed under the Agreement shall be provided in a professional and workmanlike manner. Contractor further warrants that all documentation and deliverables, and all work-in-process, works of authorship, inventions, techniques, concepts, know-how, ideas, and other intellectual property created, developed, conceived or reduced to practice by Contractor hereunder, either solely or jointly with others (collectively, Intellectual Property) does not and shall not infringe upon any patent, trademark, copyright trade secret or other proprietary right of any third party. The College shall notify Contractor if and in what respect the College determines that any of the said Warranties have not been met. Contractor, at its sole expense, shall promptly provide the professional services required to meet the Warranties.

5) WORK FOR HIRE: (a) Contractor and College intend this to be a contract for services and each considers the products and results of the services to be rendered by Contractor hereunder (the "Work") to be a work made for hire. Contractor acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of College. (b) If for any reason the Work would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign, and transfer to College, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating

thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in an to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world. (c) If the Work is one to which the provisions of 17 U.S.C. 106A apply, the Consultant hereby waives and appoints the College to assert on the Consultant's behalf the Consultant's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions or the Work, in any medium, for College purposes.

(d) Consultant agrees to execute all papers and to perform such other proper acts as the College may deem necessary to secure for University or its designee the rights herein assigned.

6) INTELLECTUAL PROPERTY INFRINGEMENT:

Contractor agrees to defend, indemnify and hold the College, its parent, subsidiaries and affiliates, as well as the employees and agents of the College, its officers, invitees, partners and their respective partners, parents, parent-affiliated companies, assigns, and successors in interest, against any and all losses, liabilities, judgments, awards, and costs, including reasonable attorney fees and expenses arising out of or in any way related to any claim that College's use, possession or sale of the Work, or any portion of the Work, infringes or violates the patent, trademark, copyright, trade secret or other proprietary right of any third party, and Contractor further agrees to settle and defend at its sole expense all suits or proceedings arising out of the foregoing. If an infringement is found to have been committed, the College may require Contractor, at Contractor's sole expense, to procure for the College the right to continue to use the infringing item with equivalent products or services that do not infringe upon any third party's rights, or modify the infringing item so that no infringement is committed, or if none of the foregoing alternatives is possible, take back the infringing item and refund to College an amount equal to the full amount paid by College to Contractor for the Work.

7) TERMINATION, CANCELLATION AND

SUSPENSION: If Contractor shall be adjudged bankrupt, or become insolvent, or file for voluntary bankruptcy or be subjected to involuntary bankruptcy proceedings, or enter receivership proceedings, or make an assignment for the benefit of creditors, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if Contractor should fail to perform the Work, or any part thereof, with the diligence necessary to insure its progress and completion as prescribed by the time schedule and shall fail to take such steps to remedy such default within five (5) days after written notice thereof from the College as the College shall direct, or should Contractor fail to make prompt payment to vendors or subcontractors for materials or labor or otherwise is guilty of a violation of any provision of this Contract, then the College, without prejudice to any of the other rights or remedies expressly provided for herein, may terminate this Contract, or any part hereof, by written notice to Contractor and shall have the right thereafter to take possession of all materials, equipment and the like. In such cases of termination, the College shall be relieved of all further obligations hereunder and Contractor shall be liable to the College for all costs incurred by the College in completing such Work in excess of the total compensation herein defined.

8) INDEPENDENT CONTRACTOR: Contractor agrees that it is an Independent Contractor in the performance of any Work hereunder and that neither it nor its employees shall be considered employees of the College. Contractor shall retain control or direction of the manner and method of performance of Work under this Contract and the College shall have the right of supervision merely as to the results of the Work. The College shall not be responsible for the direct payment of any withholding taxes, social security payments, payments under workmen's compensation or other insurance premiums, or other charges of any kind Revised May 2015 or nature, except as specifically outlined herein. Contractor hereby certifies that it will deduct and pay over to the proper governmental authority and withholding taxes or similar assessments which an employer is required to deduct and pay over and Contractor accepts exclusive liability for any payroll taxes or contributions imposed by any federal, state or other governmental authority, covering its agents or employees.

9) LIABILITY: Contractor shall indemnify and hold the College, its directors, officers, employees, and representatives harmless from all claims, suits, demands, liabilities, causes of action, damages or costs arising from the wrongful or negligent acts or omissions of Contractor in the performance of this Contract.

10) COMPLIANCE WITH LAWS: Contractor agrees that all Work performed under this Contract shall conform with all applicable federal, state and local laws, regulations and executive orders, and all amendments thereto, unless specifically exempt.

11) ACCEPTANCE: When all Work is completed Contractor shall so notify the College, and the College shall have the right to a final review of the Work including any and all records and reports maintained by Contractor in connection with the Work. The College shall either notify Contractor of its acceptance of the Work or issue to Contractor a description of deficiencies requiring correction in order for the Work to conform to the Contract requirements. Upon correction to the College's satisfaction of such deficiencies, the College shall have accepted the Work.

12) TAXES: Unless otherwise required by law or allowed by the Agreement, Contractor has exclusive liability for all sales, use, excise and other taxes, charges, or contributions with respect to or imposed on any material or equipment supplied or Work performed by Contractor, including such taxes or contributions imposed on the wages, salaries or other remuneration paid to persons employed by Contractor or its subcontractors in the performance of this Contract. Contractor shall pay all such taxes, charges, or contributions before delinquency or discount date and shall hold the College harmless from any liability and expense by reason of Contractor's failure to pay such taxes, charges or contributions.

13) USE OF THE COLLEGE'S PREMISES: All Work shall be performed in such a manner as to cause a minimum of interference with the College's operations and the operations of other contractors on the premises. Contractor shall take all necessary and proper precautions to protect the College's premises and all persons and property thereon from damage or injury.

14) FORCE MAJEURE: If, because of force majeure, either party hereto is unable to carry out any of its obligations under this Contract, and if such party promptly gives to the other party hereto written notice of such force majeure, then the obligations of the party giving such notice shall be suspended to the extent made necessary by such force majeure and during its continuance, provided that the party giving such notice shall use its best efforts to remedy such force majeure insofar as possible with all reasonable dispatch. The term "force majeure" as used herein shall mean any causes beyond the control of the party affected thereby, such as, but not limited to, acts of God, acts of public enemy, insurrections, riots, strikes, lockouts, labor disputes, fires, explosions, floods, breakdowns or damage to plants, equipment or facilities,

embargoes, orders or acts of civil or military authority, or other causes of a similar nature. Upon the cessation of the force majeure event, the party that had given original notice shall again promptly give notice to the other party of such cessation.

15) NONDISCLOSURE: It is recognized by the parties to this Agreement that the performance of services under this Agreement is likely to give or require access to confidential information of the College and necessitate contact with others engaged in confidential work for the College. Contractor agrees that during the period of performance of services pursuant to this Agreement, and for a period of five (5) years thereafter, Contractor agrees to keep secret and treat confidentially all confidential information of the College, including, but not limited to, all confidential information pertaining to member institutions, student records, financial records, students' or students' family financial records, fund raising activities and any other confidential information compiled or maintained internally by the College concerning the operation of the College. Contractor shall use at least the same degree of care to protect confidential information received hereunder as it does to protect and safeguard its own confidential information of a like nature, but in any event no less than a reasonable degree of care. Upon termination of performance of services pursuant to this Agreement, Contractor agrees to promptly return to the College any and all documents made or obtained by Contractor or its employees in the course of performance of services pertaining to or containing any of the confidential information referred to above, and not to make any written record of such information nor disclose such information to others nor to make any use of such information.

16) AMENDMENTS-NOTICES: No amendment, modification or supplement to this Contract shall be binding unless it is in writing, signed by both parties' authorized representatives. All notices under this Contract shall be in writing and addressed to the College or Contractor as the case may be and directed to the individuals specified in this Contract.

17) WAIVERS: No waiver by either party of any breach of any of the covenants or conditions herein contained shall be construed a waiver of any succeeding breach of the same or of any other covenant or condition.

18) EFFECT OF THE COLLEGE'S APPROVAL: Any approval of the College shall not relieve Contractor of any duty or obligation imposed on it by any provision of this Contract.

19) ENTIRETY OF CONTRACT: The parties agree that this Contract together with the Scope of Work sets forth their entire agreement and there are no promises or understandings other than those stated herein. If the Contractor submitted a proposal/agreement that is accepted by the parties, it is expressly understood that if there are any conflicts in the terms/provisions between the agreements, the terms/provisions of the College agreement prevails.

20) ASSIGNMENT: Neither this Contract nor any claim against the College arising directly or indirectly out of or in connection with this Contract shall be assignable by Contractor without the College's consent in writing. This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective successors and permitted assigns.

21) SEPARABILITY OF PROVISIONS: The invalidity, illegality and unenforceability of any provision(s) of this Contract shall in no way affect or impair the validity, legality and enforceability of the remaining provisions hereof.

22) CHOICE OF LAW AND JURISDICTION: The laws of the Commonwealth of Pennsylvania, without regard to choice of law provisions, shall be applied to any dispute arising under this Agreement. The Courts of the Commonwealth of Pennsylvania, state and federal, shall have exclusive jurisdiction over any dispute arising under this Agreement and the parties do hereby agree, and do submit, to such jurisdiction.