

This Agreement is dated _____ (the "Effective Date") between Wilkes University, 84 West South Street, Wilkes-Barre, PA (the "University") and _____, located at _____ (the "Service Provider").

1. **Services to be performed.** During the term of this Agreement, the Service Provider shall perform the following services:

2. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until _____, unless this Agreement is otherwise extended or terminated in accordance with the terms specified herein.
3. **Compensation.** The University agrees to pay Service Provider a fixed fee in the amount of (_____) for Services completed in accordance with the terms of this Agreement. The fee shall be payable within thirty (30) days after receipt and approval by the University of Service Provider's invoice. Performance beyond the limitations set forth in this Agreement (either financial or time period) shall be at the sole risk and responsibility of the Service Provider, and the University shall not be obligated to pay for Services exceeding the funding or contract period of this Agreement.
4. **Independent Service Provider.** The Service Provider is retained by the University and shall perform the services under this Agreement as an independent Service Provider. The Service Provider shall not be considered under the provisions of this Agreement or otherwise as having an employee status or be extended coverage under unemployment, Workers' Compensation, or any other insurance policies. The Service Provider has no power or authority to act for, represent, or bind the University in any manner.
5. **Confidentiality.** In the course of performing services under this Agreement, the University may communicate proprietary and/or confidential information to the Service Provider, and the Service Provider may otherwise have access to University information, whether or not such information is related to this Agreement or identified as confidential. The Service Provider agrees to treat all such information as confidential during the term of the project and thereafter, and shall not disclose such information to any third party or use it for any purpose other than those expressly set forth in this Agreement. The Service Provider shall obtain the University's prior written consent before using any University information for case studies, conference presentations, articles, or research reports.

The University likewise agrees to maintain the confidentiality of any proprietary information or processes shared by the Service Provider in connection with this project, provided such information is clearly marked and explained as proprietary. The University further agrees not to post the proposal or any subsequent

reports, documents, recommendations, opinions, conclusions, or other materials created by the Service Provider on the public Internet, and to ensure that any project-related websites are password-protected or otherwise restricted from public access.

6. **Indemnification Claims.** Each party (the Indemnifying Party) shall defend and hold harmless the other party and its affiliated entities against all claims, suits and proceedings brought by third parties, including without limitation, from and against any and all claims, liabilities, losses, expenses, damages, costs, and attorney's fees arising out of or relating to (i) any work or service provided by the Indemnifying Party, including any third party claims alleging infringement of copyrights, trade secrets or other intellectual property right, or alleging libel, defamation or invasion of privacy; (ii) any breach by The Indemnifying Party of covenant contained herein; or (iii) the Indemnifying Party's negligent act or failure to act in the furtherance of its obligations herein. In the event of a claim, suit or proceeding in which either party is named as a defendant, arising out of the undertakings, activities, services, or performance under this agreement, that party shall notify the other party as reasonably as possible but no more than thirty (30) days after notification of the claim or litigation.
7. **Insurance Requirements.** The Service Provider shall carry, at his or her own expense, Commercial General Liability insurance necessary to provide the Service Provider with reasonable coverage for foreseeable risks that may occur during the rendition of services pursuant to this Agreement. The Service Provider's coverage may be required to be no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. The Service Provider must provide the University with a certificate of insurance coverage naming The University as an "Additionally Insured".
8. **Termination.** The University and/or Service Provider may terminate this Agreement at any time, without penalty, upon giving not less than thirty (30) days written notice to the other party. If either party terminates this Agreement, Service Provider shall invoice the University for all services rendered and work performed up to the effective date of termination, based upon the percentage of the project completed. All payments previously made to Service Provider by the University will be first applied to these charges. Any excess of prepayments over the final invoice for services rendered through the effective date of Termination shall be refunded to the University.
9. **Limitation of Liability.** Service Provider shall not be liable individually or as a whole to the University in this agreement, whether contractually or in tort, for any consequential, special, incidental, indirect or punitive damages arising out of or in connection with this agreement for the University's performance or failure to perform hereunder, including, without limitation, lost profits or revenues, loss of goodwill, and loss of data. In no event shall Service Provider's liability for direct damages exceed an amount equal to the cost of the project. The University shall not be liable to Service Provider, whether contractually or in tort, for any consequential, special, incidental, indirect or punitive damages arising out of or in connection with this agreement for Service Provider's performance or failure to perform hereunder, including, without limitation, lost profits or revenues, loss of goodwill, and loss of data. In no event shall the University's liability for direct damages exceed an amount equal to the cost of the project, as well as any accrued out-of-pocket expenses.
10. **Non Discrimination.** The Service Provider shall not discriminate on the basis of race, color, national or ethnic origin, age, religion, disability, pregnancy, gender, gender identity and/or expression, sexual orientation, marital or family status, military or veteran status, genetic information, or any other protected characteristic, as defined and prohibited by applicable federal, state, or local law, in the recruitment, selection, training, utilization, promotion, termination or other employment-related activities. The Service Provider affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

12. **Equipment.** The Service Provider is responsible for all equipment required to perform the services described herein.
13. **Other Service Providers.** Nothing in this Agreement shall be construed to prevent the University from engaging other Service Providers or persons during the term of this Agreement to perform services similar to that specified herein.
14. **Severability.** If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.
15. **Entire Agreement/Amendments.** This Agreement contains the entire agreement between the University and the Service Provider and supersedes all prior existing agreements, either oral or in writing. No terms may be modified or waived except by the mutual written consent of both parties hereto.

WILKES UNIVERSITY

SERVICE PROVIDER

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____