

3. **SUPPLIES.** LSP shall supply all equipment, tools, materials, and supplies necessary to provide and complete the Services.
4. **CONTROL.** LSP 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. **NO AGENCY OR EMPLOYMENT RELATIONSHIP WITH THE UNIVERSITY.** No agency or employment relationship is created by this Agreement between the University and LSP. LSP is an independent contractor of the University.
6. **TERM AND TERMINATION.** This Agreement shall be effective as of the date hereof and shall remain in effect until the shorter of: _____, 20____ [no more than 5 consecutive days or separate occurrences in a 12-month period]; or until the Services are complete, which is intended to be completed no later than five (5) business days after start of services (the “Term”), unless the Agreement is 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 ten (10) days prior written notice to LSP. The provisions of Sections 2, 7, 8 and 10 shall survive the termination of this Agreement.
7. **INDEMNIFICATION AND RELEASE.** LSP shall defend, indemnify, and hold harmless Drexel, its trustees, officers, employees, students, contractors and/or agents, from and against any and all claims, losses, liabilities, or expenses of any type whatsoever that may arise from the Services, actions or inactions taken by LSP , and the presence of LSP at the Premises, whether or not any such claims, losses, liabilities, or expenses are caused, in whole or in part by, or are based upon, the alleged negligence of Drexel or any of the other indemnified parties or caused or based upon the alleged breach of any legal duty or obligation on the part of Drexel. LSP acknowledges that the indemnity granted to Drexel by this Agreement includes indemnification for claims brought by employees of LSP against Drexel. If such a claim is made by an employee of LSP, LSP 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. LSP hereby releases and waives any and all claims, demands, or causes of action against Drexel, its trustees, officers, employees, students, contractors and/or agents that arise from or are connected with LSP’s obligations pursuant to this Agreement, any injury to employees or agents of LSP or damage to or loss of any property of LSP 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.
8. **OWNERSHIP OF WORK PRODUCT.** LSP and Drexel agree that the Services to be performed hereunder will result in the preparation of work product (“Work Product”). LSP agrees that the Work Product is being prepared for the use of Drexel, is confidential and proprietary, and belongs to Drexel. Drexel shall own all rights, title and interest, including all copyright interest, in the Work Product. LSP agrees that the Work Product is a “WORK MADE FOR HIRE” for Drexel under Section 101 of Title 17 of the United States Code as it now stands or as later amended. To the extent that the Work Product may not be deemed a “work made for hire,” LSP hereby transfers and assigns to Drexel the entire right, title and interest it may now have or may be deemed to have in the future in the Work Product and all copies thereof in whatever form, including copyright and renewals and extensions thereof and the right to sue for past infringements, without additional consideration. LSP shall promptly execute, deliver, record and file any and all documents, and take any additional actions, which Drexel may reasonably request of LSP in connection with the implementation of this assignment. Any dissemination or publication of the Work Product must be approved in writing by Drexel.
 - (a) This paragraph 8. shall not apply to speaking engagements unless the parties specifically agree in writing. For speaking engagements, the parties agree that paragraph 17. (c)., below, governs use of any materials in connection with the engagement.
9. **ABANDONMENT OF PROPERTY.** Any property of LSP left upon the Premises upon completion of the Services shall be considered abandoned by LSP and may be discarded or appropriated by Drexel.

10. **INSURANCE.** LSP shall comply with the workers' compensation laws with respect to LSP and LSP's employees. LSP shall maintain in force during the term of this Agreement, satisfactory insurance to support the obligations of LSP under this Agreement, unless specific insurance is otherwise specified in an addendum or exhibit to this Agreement. If requested, LSP shall provide Drexel with evidence of such insurance coverage.

Notwithstanding the foregoing, Drexel does not provide any insurance for LSP in connection with this Agreement. LSP acknowledges full and complete responsibility for their acts and omissions with respect to their Services provided under this Agreement. LSP further acknowledges their financial responsibility for any and all claims that relate to their activities in providing the Services to Drexel and shall waive all rights of recovery and require any insurance carrier to waive their right to subrogation. Failure to monitor compliance with these requirements or acceptance of insurance not in compliance with these requirements will not be considered a waiver of such requirements. Notwithstanding the foregoing, Drexel reserves the right to add insurance limits based on the nature of services to be provided under the Agreement.

11. **COMPLIANCE WITH LAWS AND REGULATIONS.** LSP shall obtain any necessary permits and 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. LSP shall take all measures necessary to remedy promptly a violation of any law, ordinance, rule, regulation or order.

12. **COMPLIANCE WITH PERSONAL GIFTS AND BUSINESS RELATIONSHIPS POLICIES.**

LSP and its employees shall not provide any gifts, gratuities, meals, event tickets, services or entertainment, regardless of value, prohibited by the University's Acceptance of Personal Gifts Policy (<http://www.drexel.edu/cpo/policies/cpo-5/>) and, if applicable, the Drexel University College of Medicine's Business Relationships with Industry Policy (<http://www.drexel.edu/cpo/policies/cpo-1-01/>).

13. **EQUAL EMPLOYMENT OPPORTUNITY.** Drexel is an equal opportunity institution. During the performance of this Agreement, LSP 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.

14. **ASSIGNMENT.** LSP may not assign this Agreement without prior written consent of Drexel. Drexel may withhold its consent for any reason whatsoever or for no reason.

15. **PERFORMANCE OF SERVICES.** Unless otherwise approved in writing by Drexel, the Services shall be performed on the dates and times specified in Section 1. In providing the Services, LSP and its agents, employees, contractors and subcontractors shall comply with all procedures prescribed by Drexel for coordination of the Services with the functions, activities and operations of Drexel.

16. **ENTIRE AGREEMENT; APPLICABLE LAW.** This Agreement constitutes the entire agreement between the parties and cannot be amended except in writing signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and may be enforced in any state or federal court of competent jurisdiction located in the Commonwealth of Pennsylvania.

17. **MISCELLANEOUS.**

- (a) **Force Majeure:** In the event the University is unable to perform any of the terms or conditions of this Agreement due to circumstances, events or causes outside Drexel's control, the University shall not be deemed to be in breach of this Agreement or liable to LSP for costs or damages of any kind.
- (b) No alcoholic beverages, cans, bottles or glass containers of any kind shall be brought on the Premises by LSP or its agents/representatives/guests.
- (c) **Presentation Materials and Photo/Video Release:** Drexel shall have the right to make and use photographs, motion picture films, videotapes and/or audio recordings made by University, through its employees or agents, of the Engagement, including images of LSP (collectively, "Presentation

Material”), solely for Drexel’s business uses, including, but not limited to, placing the Presentation Material on Drexel’s Internet website or in any publication produced or sponsored by Drexel. By signing below, LSP gives to Drexel an irrevocable, royalty-free, non-exclusive license to use, display, publish, exhibit, create derivative works from, and distribute all or portions of the photographs, films, videotapes, audio recordings and copies of images recorded from the Engagement, created by/for LSP in connection with the Engagement and/or all Presentation Material consistent with this Agreement. Drexel shall not use LSP’s name and likeness for any commercial purpose or as an endorsement of the Engagement without LSP’s prior consent.

- (d) **Security:** Drexel does NOT provide security of any kind for the supervision or protection of any property of LSP that is brought upon or exhibited, stored, or left upon the Premises for and during the engagement.
- (e) Each party represents that this Agreement is signed below by and through its authorized representative. If an agent or other third-party representative is signing on behalf of LSP, the agent signing below warrants that he or she is authorized to agree to each of the provisions of this Agreement on behalf of LSP.
- (f) 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.
- (g) If LSP 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.
- (h) 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.
- (i) **Counterparts; Electronic Signature:** 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. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall have the same legal effect as delivery of an original signed copy of this Contract. This Contract and any true, correct, and complete counterpart thereof may be executed either (a) on paper with an ink signature or (b) by due, secure electronic method (including but not limited to, electronic signature on a “pdf” signature page), and any true, correct, and complete counterpart may be transmitted by e-mail or other electronic means.

18. TIME IS OF THE ESSENCE.

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

DREXEL UNIVERSITY:

LIMITED SERVICE PROVIDER:

BY: _____
(Signature)

BY: _____
(Signature)

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

EXHIBIT A

ADDITIONAL DETAILS RELATING TO SERVICES