

This is a form agreement for discussion purposes only.
It does not constitute a binding offer or contract of Drexel University until all of the terms have been approved and this agreement is executed by an authorized University official.



**Drexel University
Independent Contractor
Service Provider Agreement**

WHEREAS, Drexel University ("Drexel") intends to contract with

("Service Provider") for the performance of certain tasks;

WHEREAS, the Service Provider is identified as follows:

Name: _____

Type of Entity:

- | | |
|---|---|
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Professional Corporation |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Sole Proprietorship/Individual | |

Principal place of business: _____

Business Telephone: _____

"Doing Business As" or Trade Name: _____

THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES, INTENDING TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

1. SERVICES TO BE PERFORMED AND GOODS TO BE PROVIDED.

Drexel engages Service Provider to perform in a good and workmanlike manner, as approved by Drexel, those services described in Exhibit A, which is attached hereto and incorporated herein by reference. If Service Provider is also providing goods, then Service Provider must provide goods that are of good quality and free from defects in material or workmanship and must conform to the specifications, standards, drawings and other descriptions furnished or specified by Drexel. (The services and, if applicable, the goods, shall be collectively referred to as the "Services"). Service Provider shall perform the Services in accordance with the schedule of performance dates set forth in Exhibit A. Service Provider shall keep Drexel advised both in writing and orally of the progress in completing the Services. Drexel shall have the right from time to time by written notice to propose changes in or additions to the Services. Service Provider agrees to comply, to the extent feasible, with such change notices. The terms of any change to the scope of the Services to be provided hereunder shall be set forth in an Exhibit which shall be attached to and incorporated into this Agreement.

2. TERMS OF PAYMENT.

As compensation for the satisfactory performance of the Services, Drexel shall pay Service Provider a total fee not to exceed _____ (\$_____) (the "Fee"). Service Provider shall submit timely invoices to Drexel and shall not submit more than one invoice per month. The invoices shall include an itemization of charges and, at a minimum, a description of Services performed. No payment shall be due before receipt of a properly prepared invoice. If Service Provider is an individual or sole proprietorship, Service Provider certifies that it has submitted, and no payment will be made until Service Provider has submitted, a properly completed "Certification and Worksheet for the Determination of Independent Contractor Status."

3. SUPPLIES.

Service Provider shall supply all equipment, tools, materials, and supplies necessary to provide and complete the Services.

4. CONTROL.

Service Provider 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. TAXES.

(a) Except as required by applicable law, Drexel shall not withhold or pay any federal, state, or local income tax, or payroll tax of any kind on behalf of Service Provider or the employees of Service Provider. Service Provider shall be responsible for all taxes (not otherwise withheld per applicable law) that arise from the transaction described in this Agreement. Service Provider should consult with a tax advisor as to any applicable tax consequences associated with this Agreement.

(b) Philadelphia Department of Revenue regulations require Drexel to report to the City of Philadelphia, Department of Revenue, on a Form 1099 no later than January 31 following the year in which services were performed, all remuneration paid to certain unincorporated service providers. This reporting requirement applies if Service Provider:

(i) has a place of business and/or residence in Philadelphia;

(ii) performs any services under this Agreement within the physical boundaries of the City of Philadelphia.

Service Provider fully accepts the responsibility to notify Drexel in writing if Service Provider meets either of these criteria. Service Providers who meet one of the criteria above may be required to obtain a Business Privilege License from the City of Philadelphia and prepare tax returns for the year in which remuneration was received. Further information can be obtained from the City of Philadelphia, Department of Revenue at (215) 686-6600 or via its website: www.phila.gov/Revenue/. Please consult a tax advisor for more information and guidance.

6. WORKERS' COMPENSATION.

Service Provider shall comply with the workers' compensation laws with respect to Service Provider and Service Provider's employees.

7. **TERM AND TERMINATION.**

This Agreement shall be effective as of _____, 20____ and shall remain in effect until _____, 20____ (the "Term") unless 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 thirty (30) days prior written notice to Service Provider. The provisions of Sections 8, 9, 10, 11 and 13 shall survive the termination of this Agreement.

8. **INDEMNIFICATION AND RELEASE.**

For purposes of this provision, the term "Service Provider" shall include the Service Provider and its employees, contractors, subcontractors and agents. The term "Drexel" shall include Drexel, its subsidiaries and affiliates, and their respective trustees, officers, directors, faculty, students, employees and agents (sometimes referred to as "indemnified parties").

Service Provider shall defend, indemnify, and hold harmless Drexel from and against any and all claims, losses, liabilities, or expenses of any type whatsoever that may arise from the goods and/or services supplied by Service Provider, actions or inactions taken by Service Provider, and the presence of Service Provider on Drexel property, 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. However, Service Provider's obligations under this Section 8 shall not extend to property damage or personal injury (including death) caused by the sole negligence of Drexel or another indemnified party.

The indemnification provision shall include, but not be limited to, those claims resulting in personal injuries or death or loss or damage to property of Drexel, Service Provider or any other party. Service Provider acknowledges that the indemnity granted to Drexel by this Agreement includes indemnification for claims brought by employees of Service Provider against Drexel. In the event that such a claim is made by an employee of Service Provider, Service Provider 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.

Service Provider releases and waives any and all claims, demands, or causes of action against Drexel, subsidiaries and affiliates, its trustees, officers, faculty, students, employees and/or agents that arise from or are connected with Service Provider's obligations pursuant to this Agreement, any injury to employees or agents of Service Provider or damage to or loss of any property of Service Provider 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.

In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any person against Drexel, Service Provider shall, at its own cost and expense, provide Drexel with all reasonable information and assistance in the defense or other disposition thereof. The provisions of this Section shall survive the termination or expiration of this Agreement.

9. **CONFIDENTIALITY; PROTECTION OF SENSITIVE INFORMATION; FERPA; HIPAA; DATA BREACH NOTIFICATION; COMPUTER SYSTEMS SECURITY.**

- A. Confidential Information. If the Services involve access to any Confidential or Sensitive Information (as defined in this Agreement), Service Provider recognizes that Drexel's business interests require a confidential relationship between Drexel and Service Provider and the fullest practical protection and confidential treatment of its confidential, proprietary and/or sensitive information. "**Confidential Information**" shall mean information in any form, whether oral, electronic or written that Drexel possesses or to which it has legal rights (for example, third party confidential information in Drexel's lawful possession) and includes, but is not limited to, trade secrets, business plans, contracts, agreements, internal reports, rates and charges or any other pricing information, student and patient information (and other Sensitive Information, defined below), management systems, utilization review methodologies, security systems, auditing procedures, unpublished financial information, marketing data, policies, techniques, concepts, technical processes and formulas, source and object code, programs, product designs, innovations, inventions and improvements (hereinafter collectively termed "Information" or "Confidential Information") which will be received or learned by Service Provider during the term of this Agreement. Accordingly, Service Provider agrees, both during and after the term of this Agreement, to keep secret and to treat confidentially all of Drexel's Confidential Information, whether patentable, patented or not, and not to use or aid others in using any such Information in competition with Drexel. Service Provider will not use or disclose to any person or entity, directly or indirectly, without the prior written approval of Drexel, any Confidential Information obtained by virtue of this Agreement or the Services performed pursuant to the Agreement, except on a confidential basis to its business, legal and financial advisors or as required to be disclosed under applicable law or by legal process.

Notwithstanding the foregoing, the Confidential Information shall not include information which is (i) in the public domain or subsequently comes into the public domain without breach of this Agreement; or (ii) required to be disclosed pursuant to a judicial or court order, provided Drexel shall be given prior written notice and an opportunity to object to such disclosure. Upon termination of this Agreement, Service Provider agrees to return to Drexel all property of Drexel, its subsidiaries and affiliates, if any, in its possession, including all computer discs and computer-generated information.

Service Provider agrees that each employee, agent or subcontractor who provides any Services to Drexel under this Agreement shall be advised of his/her responsibility to abide by these confidentiality provisions. The non-disclosure restrictions described above shall remain in effect after the termination date of this Agreement. Service Provider shall return all property of Drexel in its possession at the termination of this Agreement.

- B. Protection of Sensitive Information. If Drexel provides Service Provider with, or access to, any Confidential Information containing highly sensitive information ("Sensitive Information"), for example, without limitation, bank and credit card account numbers, income and credit histories and social security numbers, student financial aid information, as well as "Personally Identifiable Information" from student education records, as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA") (34 CFR §99.3), as well as information related to medical patients and research subjects, Service Provider shall maintain the confidentiality, integrity and availability of

all such Information, through implemented administrative, technical and physical safeguards in compliance with law, and shall not re-disclose such Sensitive Information as directed by federal and state laws, including, without limitation, the Gramm Leach Bliley Act of 1999, FERPA, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended, including the Health Information Technology for Economic and Clinical Health Act ("HITECH") and implementing regulations, including the Omnibus Final Rule ("Omnibus Rule"), and state laws concerning protection of such Sensitive Information. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Service Provider.

- C. HIPAA/HITECH. When applicable, while performing its duties and obligations under this Agreement, Vendor shall, and shall cause its employees, other members of its workforce, faculty, agents, and subcontractors, to comply with all laws and regulations that apply to the confidentiality and security of patient information, including HIPAA/HITECH, and regulations issued thereunder (including without limitation the Omnibus Rule), which are now in effect or which may subsequently be in effect. The parties agree that if necessary, they shall amend this Agreement to comply with or effectuate HIPAA and/or HITECH and the regulations issued thereunder.

If Drexel determines that Service Provider is acting as a "Business Associate" of Drexel under applicable HIPAA laws and regulations, then Service Provider and Drexel shall also enter into the HIPAA HITECH Omnibus Business Associate Agreement found at <http://www.drexel.edu/generalcounsel/contracts/Templates/>.

- D. Data Breach Notification. If Service Provider becomes aware of any potential breach, or experiences a security breach, relating to any of the foregoing Confidential or Sensitive Information, in addition to Service Provider's responsibilities under state and federal law, Service Provider shall immediately, but no later than three (3) business days, notify Drexel and shall fully cooperate with Drexel. "Data Breach" shall be defined to include, but is not limited to, unauthorized access, use, loss or disclosure of Individually Identifiable Information protected under federal and state laws identified in this Section, including, without limitation, HIPAA/HITECH and the Federal Trade Commission Act (and their respective regulations and guidelines) and state data breach notification acts. Service Provider shall indemnify Drexel for any breach of confidentiality or failure of its responsibilities to protect confidential information, specifically with regard to, but not limited to, the cost of notification of affected persons as a result of its accidental or negligent release of data provided to Service Provider pursuant to this Agreement.
- E. Computer Systems and Data Security. Service Provider represents and warrants that the computer systems it uses in conjunction with providing the Goods and Services under this Agreement, and the data housed therein or methods of transmission, have security protection from intrusion in accordance with applicable federal government standards and are encrypted in accordance with NIST Standards for encryption and security of data. Any copies of data which are disposed of shall likewise be disposed of only in accordance with such standards.

10. INJUNCTIVE RELIEF.

Because of the difficulty in measuring economic loss to Drexel as a result of any breach by Service Provider of the provisions in Section 9 above, and because of the immediate and irreparable damage that may be caused to Drexel, for which it would have no other

adequate remedy, Service Provider agrees that Drexel, in addition to and without limiting any other remedy or right it may have, shall have the right to an injunction or other equitable relief in any court of competent jurisdiction. The existence of this right shall not preclude any other rights and remedies at law or equity which Drexel may have.

11. OWNERSHIP OF WORK PRODUCT.

Service Provider and Drexel agree that the Services to be performed hereunder will result in the preparation of work product such as written material, including, but not limited to, reports, plans, assessments, recommendations, drawings/designs and/or surveys ("Work Product"). Service Provider 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 right, title and interest, including all copyright interest, in the Work Product. Service Provider 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," Service Provider 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. Service Provider shall promptly execute, deliver, record and file any and all documents, and take any additional actions that Drexel may reasonably request of Service Provider in connection with the implementation of this assignment. Any dissemination or publication of the Work Product must be approved in writing by Drexel.

12. ABANDONMENT OF PROPERTY.

Any property of Service Provider left upon the premises of Drexel upon completion of the Services shall be considered abandoned by Service Provider and may be discarded or appropriated by Drexel.

13. INSURANCE.

Service Provider, at its own cost and expense, shall obtain and maintain in force during the term of this Agreement, the following insurance coverage:

- (a) Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence for bodily injury and property damage; \$1,000,000 personal and advertising injury; \$2,000,000 per project/jobsite general aggregate; and \$2,000,000 products/completed operations aggregate. Coverage is to include full contractual liability coverage. **If the services involve any work with minors, coverage shall also include Sexual Abuse and Molestation in an amount not less than \$1,000,000 per occurrence. If the Sexual Abuse and Molestation coverage is not included in the Commercial General Liability policy and is a separate policy, it must also be covered under the excess/umbrella liability policy.**
- (b) Worker's Compensation insurance with statutory limits, and Employer's Liability with a minimum policy limit of \$500,000. If an individual or sole proprietor with no employees, this coverage is not required.
- (c) Business Automobile Liability insurance for bodily injury (including death) and property damage with a minimum combined single limit of \$1,000,000 per occurrence including coverage for owned, non-owned and hired vehicles. For transportation services (e.g. buses), the minimum combined single limit is \$5,000,000 per occurrence.

- (d) If professional services are rendered: Professional Liability Insurance including errors and omissions in an amount not less than \$1,000,000 per claim covering the Services under this Agreement and shall be maintained for a minimum of two years following completion of all Services under this Agreement.
- (e) Excess (Umbrella) Liability insurance with an occurrence/aggregate minimum limit of \$2,000,000 all to be following form over underlying Commercial General Liability, Business Automobile, and Employers Liability insurance policies. For transportation (e.g. busses), elevator maintenance, roof repair and services involving scaffolding, the minimum limit shall be \$10,000,000 per occurrence.
- (f) **If Service Provider has access to Confidential and/or Sensitive Information as described in this Agreement:** Cyber/Network Security & Privacy Liability coverage with a minimum of \$5,000,000 per incident/claim/\$5,000,000 aggregate covering described services contained within the Agreement to include, but not be limited to, data breach, security and privacy violations, first party damage, third party liability, regulatory fines and penalties, crisis management costs which include customer notification expenses and credit monitoring. Coverage shall be maintained for a minimum of two years following completion of all services under this Agreement.
- (g) Service Provider is responsible for insuring its/his/her own property and equipment and waives subrogation against Drexel for any loss, theft or damage.

The insurance requirements identified above shall not be construed to modify, limit or reduce the indemnifications requirements set forth herein. All such coverage shall be with insurers authorized to conduct business in the Commonwealth of Pennsylvania and have an A.M. Best Carrier rating of A VIII or better. Additional coverage may be required based on the scope of services provided by Service Provider. Drexel reserves the right to change its insurance requirements at any time. If Service Provider subcontracts with any third party to perform or provide any of the Services, Service Provider shall require that each such subcontractor maintains insurance equivalent in all respects to that described in this Section.

Each policy of insurance must be evidenced by a certificate of insurance. Drexel, its subsidiaries and affiliates, trustees, officers, and employees must be named as additional insureds on a primary and non-contributory basis on the general liability, auto liability and excess/umbrella liability policies. The general liability shall provide for both ongoing and completed operations using endorsements CG 2010 and CG 2037, respectively, or their equivalent. The general liability, auto liability, worker's compensation and excess/umbrella liability policies shall also provide a waiver of subrogation, which shall be evidenced on the certificate(s).

Coverage shall include any and all costs and expenses incurred in connection with the investigation, adjustment or defense of claims, and any costs not covered by insurance, including any deductible or self-insured retention, shall be the responsibility of Service Provider. If Service Provider, and/or any of its related entities providing the Services under this Agreement, and the applicable insurance coverage obtained/maintained by Service Provider and/or any of its related entities that provide the Services, are based outside the United States, the insurance policies must include coverage for claims brought in the United States (worldwide coverage). In addition, Service Provider and/or any of its related

entities that provide any of the Services under this Agreement shall also maintain any required statutory insurance coverages in their specific location outside the United States.

The required certificate(s) of insurance shall be delivered as soon as possible, but no later than five (5) days before the Term of the Agreement commences to: Drexel University, Procurement Services, PSA Building, 3240 Powelton Ave, Philadelphia, PA 19104. A new certificate shall be provided at least ten (10) days before the expiration of any policy listed on the previously issued certificate. Service Provider shall provide at least twenty (20) days prior written notice of cancellation or non-renewal. Neither the issuance of any insurance policy required under this Agreement, nor the minimum limits specified herein with respect to Service Provider's insurance coverage, shall be deemed to limit or restrict in any way Service Provider's liability arising under or out of this Agreement. 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.

14. COMPLIANCE WITH LAWS, REGULATIONS, PROTOCOLS.

Service Provider shall perform the Agreement in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, and Service Provider represents that it and any personnel providing services hereunder has obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations under the Agreement. In addition, Service Provider shall comply with any additional policies, guidelines and/or protocols that may be in effect at Drexel that relate to the Services.

15. PROGRAM, ACTIVITY OR SERVICE INVOLVING DIRECT CONTACT WITH MINORS.

If the Services are part of or relate to any of the following in which a minor (anyone under 18 years old) participates and which is sponsored by Drexel: (1) a youth camp or program; (2) a recreational camp or program; (3) a sports or athletic program; (4) a community or social outreach program; (5) an enrichment or educational program; or (6) a troop, club or similar program, the Service Provider agrees to comply with all requirements for obtaining and maintaining background certifications and reporting child abuse set forth in the Child Protective Services Law (CPSL), 23 Pa. C.S., Chapter 63 (§§ 6301 *et seq.*), as amended, and its governing regulations. Service Provider represents that it/he/she has not committed, and shall not assign any employee, or volunteer, who has committed, any of the offenses identified in 23 Pa. C.S. Section 6344(c) to provide any Service, activity, program or event to Drexel involving any Direct Contact with a minor. "Direct Contact" is defined in the CPSL (see 23 Pa. C.S. Section 6303(a)). Service Provider, as an independent contractor, agrees to abide by Drexel's Background Check policy, which is accessible at <http://drexel.edu/hr/resources/policies/dupolicies/hr52/>, to the extent applicable.

16. COMPLIANCE WITH PERSONAL GIFTS AND BUSINESS RELATIONSHIPS POLICIES.

Service Provider represents that it/he/she read, understands, and shall abide by the University's Acceptance of Personal Gifts Policy ("Personal Gifts Policy"). The Personal Gifts Policy is available at: <https://drexel.edu/compliance-policy-privacy/compliance/policies/cps-5/>. When Service Provider is providing goods and services to the Drexel University College of Medicine, Service Provider shall abide by the College of Medicine's Business Relationships with Industry Policy ("Business Relationships Policy"). The College's Business Relationships Policy is available at: <https://drexel.edu/compliance-policy-privacy/compliance/policies/cps-1-01/>. Service Provider shall require any of its employees, subcontractors and/or agents providing services to the University and/or College of Medicine to read and abide by the applicable Personal Gifts Policy and Business Relationships Policy.

17. **WARRANTY OF GOODS.**
No disclaimer of warranty will be valid. All goods provided as part of the Services shall be subject to warranties imposed by the Uniform Commercial Code in Pennsylvania.
18. **GOVERNING LAW; JURISDICTION.**
This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the parties hereby submit to the exclusive jurisdiction of the courts located in the Eastern District of Pennsylvania for litigation of any disputes arising under this Agreement.
19. **ENTIRE AGREEMENT; MODIFICATION.**
This Agreement contains the entire agreement between the parties and cannot be amended or modified, except in a writing signed by both parties. The parties shall not be bound by any agreements, conditions, or representations not contained in this Agreement.
20. **INTERPRETATION; ORDER OF PRECEDENCE.**
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. If Service Provider 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.
21. **EQUAL EMPLOYMENT OPPORTUNITY.**
Drexel is an equal opportunity institution. During the performance of this Agreement, Service Provider 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 Institutional Equity and Inclusive Culture at: <https://drexel.edu/equity-inclusive-culture/reporting/overview/>.
22. **ASSIGNMENT.**
Service Provider may not assign this Agreement without prior written consent of Drexel. Drexel may withhold its consent for any reason whatsoever or for no reason.
23. **SEVERABILITY.**
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.
24. **PERFORMANCE OF SERVICES.**
In providing the Services, Service Provider and its agents, employees, contractors and subcontractors shall comply with all reasonable procedures prescribed by Drexel for coordination of the Services with the functions, activities and operations of Drexel. Service Provider shall not cause or permit any union conflict to arise in connection with the provision of the Services. Service Provider shall promptly remove and dispose of all debris and rubbish caused by or resulting from the Services, and upon completion of the Services, Service Provider shall remove all temporary structures and surplus materials.
25. **AUTHORITY.**
Drexel and Service Provider each represent and warrant that (i) each has the respective corporate or other power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) the person who executes this Agreement on behalf of each of Drexel and Service Provider, respectively, has the necessary authority to bind Drexel and Service Provider; and (iii) neither the execution and delivery of this Agreement, nor the

performance of its obligations hereunder, will constitute a violation of, a default under, or conflict with any term or provision of its respective certificate of incorporation, by-laws or other agreements to which it is bound.

26. NOTICES.

All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed duly to have been given if personally delivered to the other party, sent by facsimile or if sent by the United States Postal Service certified mail, return receipt requested, postage prepaid or by Federal Express, United Parcel Service or other nationally recognized overnight carrier. All notices or communications between Drexel and Service Provider pertaining to this Agreement shall be addressed as follows:

If to Drexel: Drexel University

Philadelphia, PA 19104
Attention: _____

With a copy to: Drexel University
Office of the General Counsel
3020 Market Street
Suite 102
Philadelphia, PA 19104

If to Service Provider: _____

Attention: _____

Either party may change its notification address by giving written notice to that effect to the other party in the manner provided herein. Notices shall be effective upon receipt.

27. COUNTERPARTS; FACSIMILE AND ELECTRONIC SIGNATURES.

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. This Agreement may be executed by the parties and transmitted by facsimile or electronic transmission, and, if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

28. TIME IS OF THE ESSENCE.

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

THE PARTIES, INTENDING TO BE LEGALLY BOUND, HAVE CAUSED THEIR DULY AUTHORIZED REPRESENTATIVES TO EXECUTE THIS AGREEMENT
THIS _____ DAY OF _____, 20_____.

DREXEL UNIVERSITY:

SERVICE PROVIDER:

BY: _____
(Signature)

BY: _____
(Signature)

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

EXHIBIT A

DESCRIPTION OF SERVICES

Service Provider shall provide the Services described below (or in Service Provider's proposal attached hereto). **NOTE if Service Provider's proposal is attached:** To the extent that Service Provider's proposal contains terms and conditions that conflict with the terms of this Agreement or bind Drexel to any obligations that it does not specifically accept and incorporate into this Agreement, the terms of this Agreement govern and any such Service Provider's terms and conditions are unacceptable, void and of no effect.

Description of Services:

- II. Changes in Scope. Drexel shall have the right from time to time by written notice to propose changes in or additions to the services to be supplied under this Agreement. Service Provider agrees to comply, to the extent feasible, with such change notices, which shall become part of the Agreement. If such changes cause an increase or decrease in the cost of time required for performance, the parties will agree in writing on the revised price and delivery schedule before the changes are initiated. Service Provider may also propose changes in writing and may carry them out only with the written consent of Drexel.