

INDEPENDENT CONTRACTOR AGREEMENT

Version: 04-2025

This **INDEPENDENT CONTRACTOR AGREEMENT** (this “Agreement”) is made and entered into as of the ____ day of _____, ____ (the “Effective Date”) by and between **EMORY UNIVERSITY, a Georgia Nonprofit Corporation**, by and on behalf of its _____, located at Atlanta, Georgia (“Emory”) and _____, located at _____ (“Contractor”).

WITNESSETH:

WHEREAS, Emory desires to contract with Contractor for the performance of the Services specified herein, and Contractor is able to and agrees to provide such Services in accordance with the terms and conditions set forth below.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES, INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

ARTICLE I **SERVICES**

Section 1.01 The Services.

(a) **Professional Services.** Subject to the terms and conditions herein, Emory hereby engages Contractor to provide certain professional services as described in Attachment A (the “Services”).

(b) **Administrative Services.** Contractor shall also perform various administrative services which may arise out of the performance of professional duties hereunder, subject, however, to standards of reasonableness and to the policies of Emory.

Section 1.02 Performance Standards. In performing the Services hereunder, Contractor shall: (i) use good faith efforts and professional skills and judgment; (ii) perform the Services in accordance with recognized standards of the industry; and (iii) comply with the policies, procedures, rules and regulations of Emory as may be applicable.

Section 1.03 Compliance with Laws. Contractor agrees to abide by all applicable state, federal, and local laws and regulations in the performing the Services under this Agreement.

ARTICLE II **RESPONSIBILITIES OF EMORY**

Except as otherwise provided in this Agreement, Emory shall not be required to provide any supplies, equipment, staff, or support services to Contractor in connection with the Services contemplated under this Agreement.

ARTICLE III
TERM AND TERMINATION

Section 3.01 Term. The initial term of this Agreement shall commence on the “Effective Date”, and shall continue in full force and effect for a term of _____ months, unless sooner terminated as provided herein.

Section 3.02 Termination Without Cause. Emory may terminate this Agreement at any time, in whole or in part, by written notice provided to Contractor. If such termination is for Emory’s convenience, Emory, after deducting any amount(s) previously paid, shall pay for all undisputed Services rendered by Contractor, as well as any previously agreed upon costs incurred by Contractor, up to the time of termination but not including Contractor’s lost profits. Upon receiving notice of Emory’s termination, Contractor shall use its best efforts to reduce or mitigate any costs incurred in connection with the Services.

Section 3.03 Termination With Cause. This Agreement may be terminated effective immediately, upon delivery of written notice, upon the occurrence of any of the following:

- (a) By Emory, if any conduct by Contractor which, in the reasonable judgment of Emory, would jeopardize Emory’s reputation and/or either the health, safety or welfare of any person including, but not limited to, Emory’s students, patients or employees; or
- (b) By either party, if one party shall default in the performance of a material provision of this Agreement and such default continues uncured for a period of ten (10) days after receipt by the defaulting party of written notice from the non-defaulting party stating the specific default and requesting that it be cured; or
- (c) By mutual agreement of the parties in writing.

Section 3.04 Effect of Termination. Except as otherwise set forth in this Agreement, upon termination of this Agreement all rights, responsibilities and liabilities shall terminate under this Agreement; provided, however, Emory shall be responsible for payment of any Compensation as set forth in Article IV which has accrued but remains unpaid as of the termination date.

Section 3.05 Survival. All representations and warranties made herein shall survive the termination or expiration of this Agreement. Notwithstanding anything to the contrary in this Agreement, any provision of this Agreement that by its nature or express terms is not capable of being fully performed prior to the expiration or termination of this Agreement, then such provision will survive any such expiration or termination of this Agreement.

ARTICLE IV
COMPENSATION AND BILLING AND EXPENSES

Each Statement of Work will set forth fees for Services and/or provisions regarding reimbursement of expenses. As payment for the Services requested by Emory hereunder, Emory shall reimburse Contractor at the rate of \$ _____ per _____. During the term of this Agreement, the Contractor shall bill and Emory shall reimburse the Contractor for all actual, reasonable and pre-approved out-of-pocket expenses that are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, expenses for the time spent by Contractor in traveling to and from Emory facilities shall not be reimbursable.

For SOWs entered by Emory, and order number (“Purchase Order” or “PO” will be delivered to the Contractor by Emory Express, which is Emory’s approved electronic ordering system. All Emory Purchase Orders must have a prefix of A, CH, S, T or W followed by seven numeric characters (e.g., A1234567). Notwithstanding anything to the contrary in this Agreement, Contractor understands and agrees that Emory will not be responsible for payment of any invoice resulting from a delivery of Services unless a Purchase Order has first been issued. Provided, however, that Emory may, in its sole discretion, agree to excuse certain Services from the Purchase Order requirement. Contractor acknowledges that any Affiliate which enters into a Statement of Work under this Agreement may require a Purchase Order and that the Affiliate Purchase Order system may differ from Emory Express.

Contractor shall submit invoices to Emory University for the Services on a monthly basis, unless otherwise specified in the applicable Statement of Work or agreed to in writing by Emory within 60 days following delivery of any Services via email to invoice@emory.edu ensuring that a valid Emory University PO# (number) is contained on the invoice and that only one (1) invoice is contained per pdf file. Contractor agrees that all invoices if sent by U.S. Postal Service will be sent to the “Bill To” address specified on the Purchase Order, **P.O. Box 3807, Scranton, PA 18505**, or as otherwise defined in this Agreement. Invoices must match the information from the appropriate Purchase Order when applicable. Over invoiced or otherwise incorrect invoices will be paid consistently with the Purchase Order. Failure to send the invoice to the designated billing address specified may delay payment. Emory shall pay any undisputed invoice within 60 days following receipt of Contractor’s invoice. Emory University reserves the right not to pay invoices not submitted in a timely manner as required by this Agreement. Further, Emory University and will not accept or remit payment for any invoice that is first received by Emory Payment Services more than one hundred twenty (120) days after the documented completion of the service being invoiced. Disputed invoices, received by Emory in a timely manner, are not subject to the foregoing. Contractor shall not seek any payment from any person or entity other than Emory University for any Services rendered under this Agreement.

Unless otherwise set forth in the applicable Statement or Work or agreed to by Emory in writing, all periodic fees under this Agreement are to be computed on a calendar month basis and shall be prorated and invoiced on a per diem basis for any partial month.

If an invoice is disputed in good faith by Emory, then, until resolution of the dispute, Emory may suspend payments with respect to the disputed portion. All of Contractor’s obligations will continue unabated during the duration of the dispute resolution.

For SOWs entered by a Purchase Order (PO), Contractor will access Emory’s InvoiceInfo Portal to investigate any open invoices using the following link: <https://204978.invoiceinfo.com/invpay.php>. Instructions for the system are located on the InvoiceInfo tool.

ARTICLE V

STATUS OF THE PARTIES

Section 5.01 Independent Contractor Status. The parties acknowledge that the Contractor shall perform its obligations hereunder as an independent contractor. The manner and method of performing such obligations shall be under the Contractor’s sole control as referenced in Section 1.02 “Performance Standards” and exclusive discretion; Emory’s sole interest being in the result of such obligations.

The parties hereto specifically state and agree that the Contractor is an independent contractor and not an employee or agent of Emory. Except as expressly agreed in this Agreement, nothing herein will be deemed to create any other relationship between the parties including, without limitation, a partnership relation, an agency relation, an employer/employee relation, a joint venture or other form of joint enterprise between the parties. Accordingly, personnel supplied by either party will be deemed employees of such party and will not, for any purpose, be considered employees or agents of the other party or have any authority to act on behalf of the other party or to bind the other party by contract or otherwise.

The Contractor represents and warrants that all individuals performing services under this agreement as independent contractors ("1099s") meet all applicable legal requirements to be classified as such under federal and Georgia law. The Contractor understands that Emory shall have no contractual or legal obligations to Contractor for, and Contractor assumes full responsibility for, compliance with labor laws, payment of all taxes, including federal, state and local taxes, insurance or Employee Benefits (as defined below) arising out of the Contractor's activities under this Agreement, and Emory's obligations are limited solely to the payment of the compensation as set forth in Article IV. The Contractor expressly releases Emory from any liability arising from Emory's failure to withhold such taxes or to provide insurance or Employee Benefits, and the Contractor shall indemnify, defend and hold Emory, its officers, employees, trustees, and agents, harmless from and against any liability, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of any claim, suit or action pertaining to any such taxes, or the failure to pay the same or to provide insurance or Employee Benefits. For the purposes of this Section, "Employee Benefits" is defined as vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, fringe benefits, licenses, fees or employee benefits of any kind. This Section 5.01 shall survive the Term of the Agreement.

[ADDITIONAL LANGUAGE RE SUBCONTRACTING:] Contractor may not subcontract any part of the Services to be provided under this Agreement without Emory's prior written consent. Contractor shall notify Emory in writing of any proposed use of any subcontractor and obtain Emory's consent to such arrangement in writing prior to that subcontractor performing any Services under this Agreement. Use of a subcontractor shall not relieve Contractor from its contractual obligations, and Contractor shall at all times remain fully responsible and liable for the actions of its subcontractors. Nothing contained in any agreement between Contractor and any subcontractor shall be binding on Emory.

Section 5.02 Insurance. Contractor shall maintain at its own expense and at all times during the Term of the Agreement. The Contractor agrees to maintain workers' compensation insurance in compliance with Georgia law, including coverage for any individuals who may be reclassified as employees by a court, regulatory agency, or other authoritative entity.

- Workers' Compensation - Statutory Limits (if coverage is legally required) and Employer's Liability of \$1,000,000 each accident; \$1,000,000 disease policy limit and \$1,000,000 disease each employee.
- Commercial General Liability - \$1 million dollars per occurrence/\$2 million annual aggregate.
- Auto Liability - \$1 million (Only required if vehicles used in the performance of the service)
- Errors and Omissions/Professional Liability Insurance - \$1 Million per occurrence and \$3 Million in the aggregate
- Network Security & Privacy 'Cyber' Liability insurance of not less than \$1,000,000 per occurrence and in the aggregate.

The Contractor waives all rights of subrogation against Emory University and its Indemnified Parties for claims covered under the Contractor's workers' compensation, general liability, or any other applicable insurance policies. The Contractor's insurance policies shall include a waiver of subrogation endorsement in favor of Emory University. Failure to comply with these requirements, including any misclassification of workers or lack of required insurance coverage, shall constitute a material breach of this agreement, entitling Emory University to terminate the contract immediately and seek any applicable damages or remedies.

The certificates of insurance shall state that the issuing company will endeavor to provide (30) days prior written notice to the certificate holder at the address provided below should any of the policies be cancelled prior to the expiration date.

Coverage shall be maintained throughout the term of this Agreement, and if the policy is claims-made, for two-years thereafter, or any renewal or extension granted thereafter, and failure to maintain such insurance shall be grounds for the immediate termination of this Agreement by Emory. In addition, liability coverages shall be endorsed to name Emory University as an additional insured in connection with the Agreement, and at the time that this Agreement is executed, Contractor shall provide Emory with certificates evidencing such coverage and showing Emory University as the additional insured. All insurance policies shall be carried with companies authorized to do business in the State of Georgia, having a rating from A.M. Best of not less than A-/IX. Contractor's insurance shall be primary and non-contributory as to Contractor's negligence, to any insurance carried by Emory.

Section 5.03 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Emory University and its affiliated entities and each of its or their respective officers, trustees, directors, employees, students, agents, successors and assigns (each an "Indemnatee" and collectively, the "Indemnitees") from and against any and all loss, expense (including attorney's fees), damage (including special and consequential damages), claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the Contractor hereunder, whether the same arises before or after completion of Contractor's operations or expiration of this Agreement, except for damage, loss, or injury resulting solely from Indemnatee's gross negligence or willful misconduct. Contractor will pay the cost of such defense and settlement and any costs and damages awarded against any Indemnatee. The Indemnatee may participate in such investigation, trial, defense and settlement of such claim and any appeal arising therefrom, through its attorneys or otherwise, at its own cost and expense. No settlement of a claim that involves a remedy other than the payment of money by Contractor shall be entered into without the consent of the Indemnatee, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Emory University reserves the right to choose legal counsel to represent Indemnitees for any purpose including investigation and/or litigation of any claims or potential claims made against Indemnitees. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Emory University, its officers, employees, agents, and affiliates (collectively, "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, and expenses (including attorneys' fees) arising out of or related to:

- a. Injury or illness to any 1099 contractor or employee of the Contractor sustained in connection with the performance of this agreement.
- b. Any determination by a court or administrative body that a 1099 contractor engaged by the Contractor is, in fact, an employee of the Contractor of Emory University.

This subsection and all indemnification obligations shall survive termination of the Agreement.

Section 5.04 Advertisements and Endorsements. Neither party shall use intellectual property (including but not limited to trademarks, copyrights, applications, name, logos, service marks, or shield), in any manner or media (including, but not limited to, websites, social media, press releases, promotions, advertisements, or solicitations) without the prior written approval of the other. Under no circumstances, through words or displays, may any Emory unit imply endorsement of a product or company.

Section 5.05 Anti-Terrorism Laws. The parties agree that all funds, including subawards, will be used in compliance with all applicable U.S. anti-terrorist financing and asset control laws, regulations, rules, and executive orders. The parties acknowledge that this Agreement and the performance thereof are subject to compliance with any and all applicable U.S. and non-U.S. trade control laws, regulations, or orders, including but not limited to the economic sanctions programs administered by the United States Department of Treasury Office of Foreign Assets Control and the export control regulations administered by the U.S. Office of the Directorate of Defense Trade Controls and/or the U.S. Bureau of Industry and Security. The parties acknowledges that the export, re-export or transfer of certain commodities, software, source code, technical data or services may require a license from the relevant regulating agency of the U.S. or other government. In particular, the parties agree that they will not disclose, transfer, export or re-export any commodities, software, source code, technical data or services received under this Agreement to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless the parties has obtained the required license or other prior written authorization from the appropriate U.S. authority responsible for such matters. While each party agrees to cooperate in securing any license that the regulating agency deems necessary in connection with this Agreement, the parties cannot guarantee that such licenses will be granted.

Contractor certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any U.S. federal department or agency. As a part of its compliance with this provision, it is the responsibility of the Contractor to ensure that no individuals who are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any U.S. federal department or agency participate on the Project under this Agreement. As a part of its compliance with this provision, it is the responsibility of the Contractor to ensure that neither the Contractor nor its employees, agents, contractors, or subrecipients are listed on the U.S. Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons (SDN) list.

ARTICLE VI **CONFIDENTIALITY**

Section 6.01 Patient Information. Both parties shall comply with all federal and state laws, including but limited to the Health Insurance Portability and Accountability Act of 1996 and the federal regulations issued thereunder regarding the confidentiality of all medical, health, financial and social information (including mental health) pertaining to particular clients or patients of Emory.

Section 6.02 Confidential and Proprietary Information. Contractor covenants that, during the term of this Agreement and for a period of five (5) years following termination of this Agreement, regardless of whether termination was with or without cause, Contractor agrees that neither will divulge any "Confidential and Proprietary Business Information" (as defined below) of Emory to any person, facility or other party except in the proper course of Contractor's prescribed duties set forth herein. The

term “Confidential and Proprietary Business Information” shall mean information, which is designated by Emory as confidential, communicated by Emory under circumstances suggesting confidentiality, or is known by Contractor to be considered by Emory as confidential. Confidential and Proprietary Business Information includes but is not limited to: (i) financial information of Emory, (ii) information relating to Emory’s methods of doing business, price structures, systems of operation, know-how, design, forms or any other confidential information, (iii) computer software programs developed by or on behalf of Emory specifically for its use in its business, (iv) any of the terms or provisions of this Agreement, (v) and information which identifies or reasonably can be used alone or in combination with other information to identify, contact or locate a natural person (“Personal Information”), and (vi) all other plans, processes, mechanisms, compounds or compilations of information known only to Emory and those of its employees or contractors in whom the confidential business information must be confided in order for its intended use.

Section 6.03 Rights to Research and Data. Emory shall have legal title to any research, statistical and other data and documentation created by Contractor for Emory as a result of performing the Services under this Agreement. Additionally, it is the expressed intention of the parties that any original works of authorship that result from Contractor's provision of the Services hereunder shall be commissioned works made for hire as defined in 17 U.S.C. Section 101. To the extent that the nature of the work or works created under this Agreement may not be designated as works made for hire, Contractor hereby assigns to Emory all right, title, and interest, including copyright, in and to any works created pursuant to this Agreement. Contractor agrees that any patents and inventions developed pursuant to Contractor's operations hereunder shall be the property of Emory. Contractor agrees to the assignment to Emory of any patent rights, rights to inventions, and rights to statistical, research or other data developed directly or indirectly in connection with Contractor's operations under this Agreement, and Contractor also agrees to have all of Contractor’s personnel to agree in writing to this Section 6.03.

Section 6.04 FERPA. Both parties agree that they shall refrain from disclosing the student’s educational records except with the student’s consent or as permitted under the U.S. Family Educational Rights and Privacy Act and all regulations there under.

Section 6.05 Survival. Notwithstanding anything to the contrary in this Agreement, this Article VI shall survive any termination of this Agreement.

ARTICLE VII **MISCELLANEOUS**

Section 7.01 Assignment. Contractor agrees that it may not assign this Agreement in whole or in part to any other person or entity, by operation of law or otherwise, without the prior written consent of Emory. Any attempted assignment by Contractor without Emory's prior written consent shall be null and void.

Section 7.02 Successors. All the provisions herein contained shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of Emory and of Contractor.

Section 7.03 Headings. The headings to the various sections of this Agreement have been inserted for convenience of reference only and shall not modify, define, limit or expand the express provisions of this Agreement. No provision of this Agreement is to be interpreted for or against either party because that party or that party’s legal representative drafted such provision.

Section 7.04 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute but one and the same instrument.

Section 7.05 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been received by the person to whom it is addressed when delivered if delivered in person or three (3) business days after it is deposited with the United States Postal Service, if mailed by certified or registered mail, postage prepaid and addressed as follows:

If to Contractor: [insert name]
[insert address]

If to Emory: Emory University
[insert address]
Attention: [insert name]

or to such other person and address as either party may designate in writing.

Section 7.06 Effect of Invalidity. Should any part or provision of this Agreement, for any reason, be declared invalid or illegal, such invalidity or illegality shall not affect the validity of any remaining portion(s), which remaining portion(s) shall remain in force and effect as if this Agreement had been executed with the invalid or illegal portion(s) thereof eliminated.

Section 7.07 Applicable Law. This Agreement, and any claim, action, suit, proceeding or dispute arising out of or in connection with this Agreement, shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Georgia, without regard to the conflicts of laws provision thereof. Any action or proceeding brought by either party to enforce its rights under this Agreement shall be brought exclusively in any state or superior court of competent jurisdiction located in the Counties of DeKalb or Fulton, State of Georgia, USA or in federal court in the Northern District of Georgia.

Section 7.08 Amendments. This Agreement may be amended or modified only upon a writing signed by both parties hereto.

Section 7.09 Waiver. The failure of either party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenants or condition, but the obligations of any party with respect thereto shall continue in full force and effect.

Section 7.10 Force Majeure. Neither party shall be in violation of this Agreement, and neither party shall be liable to the other for damages in the event either is prevented from performing any of the obligations hereunder for a reason beyond its reasonable control, including without limitation, natural disaster, epidemic, act of God, declared war, strike, governmental restrictions and controls or production or maintenance delays.

Section 7.11 Equal Opportunity. Emory University is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a)

and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment and otherwise treat qualified individuals without discrimination based on their status as protected veteran or individual with a disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

Section 7.12 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with regard to the performance of any services by Contractor for, or on behalf of, Emory University and for any Emory entity or affiliate. Contractor acknowledges and agrees that any and all services provided by Contractor, for and on behalf of Emory, shall be provided under this Agreement, unless mutually agreed by the parties in writing.

Section 7.13 Tobacco Free Policy.

Contractor acknowledges that Emory is a tobacco-free campus to improve the health of its community members, as such the use or sale of tobacco products in or on Emory-owned or Emory-leased property is prohibited. This policy applies to faculty, staff, students, contractors, vendors and visitors. The use of tobacco products, including smokeless tobacco, clove cigarettes and e-cigarettes, is not permitted on any Emory-owned or leased property, which includes but is not limited to, buildings, Emory grounds, parking areas, walkways, recreational and sporting facilities and Emory-owned vehicles. This prohibition includes smoking in personal vehicles parked on Emory grounds.

Section 7.14 Anti-Bribery Laws. The parties represent, warrant, and agree that they have not, and will not, take any action related to or arising out of this MOU, which action in any way violates, or aids or abets any violation of, the United Kingdom Bribery Act, the United States Foreign Corrupt Practices Act, or the anti-corruption laws of any country. Specifically, and not in limitation of the foregoing, the parties represent, warrant, and agree that they have not, and will not, in connection with this Agreement, request or make any offer, payment, gift, promise of payment or gift, or any authorization of an offer, payment or giving of money or anything of value to any government official, political party or official thereof, or to any candidate for political office, or to any other person while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any government official, political party or official thereof, or candidate for political office, for the purpose of influencing any act or decision of such entity or person or inducing such entity or person to do or omit to do any act in order to obtain or retain business or otherwise secure any improper advantage.

Section 7.15 National Defense Authorization Act.

- a. In order to contract with the US federal government, pursuant to John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) (the “NDAA”), Emory is prohibited from procuring or using any equipment, system, or service that uses covered telecommunications equipment or services, as defined in the NDAA, as a substantial or essential component of any system, or as critical technology

as part of any system. The prohibition in Section 889(a)(1) applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a government contract.

- b. Contractor is therefore prohibited from providing to Emory any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractor certifies that any equipment, system, or service that it delivers or provides to Emory will not use any covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, and hereby agrees to alert Emory if a request is made by an Emory representative for any covered telecommunications equipment or services. These terms shall flow down to any subrecipient or subcontractor.

Section 7.16 Emory University Vehicle Idling Reduction Policy. Emory University has partnered with The Clean Air Campaign to protect the health of its community members and guests from harmful emissions and to improve overall air quality by reducing unnecessary idling time of delivery and transportation vehicles while operating on Emory University property. Each driver will be responsible for ensuring that the vehicle he/she is operating does not idle unnecessarily. Vehicle engines should be turned off when parked and should not be restarted until loading or unloading is complete, and the vehicle is ready to depart. Exemptions include trailer engines used for the sole purpose of controlling freight temperatures and emergency vehicles. All vehicles will be monitored for compliance.

Section 7.17 Publicity. Neither party shall use name(s), trademark(s), trade name(s), or logos (whether registered or not) of the other party in any manner or media (including, but not limited to, press releases, promotions, advertisements, or solicitations) without the prior written approval of the other. Under no circumstances, through words or displays, may any Emory unit imply endorsement of a product or company.

Section 7.18 Screenings. Emory University reserves the right to reject any employee provide by Contractor hereunder and/or require that Contractor immediately remove any such employee from Emory's premises.

- a. Upon notification of Emory's rejection of an employee, Contractor shall substitute a replacement employee acceptable to Emory. If Personnel are terminated, then Contractor will be responsible for and carry out any termination activities with regard to its Personnel at Contractor's own facilities and will not perform any termination activities at Emory's facilities. Contractor agrees to conduct criminal history / background investigations on any employee utilized by Contractor to provide Services hereunder, prior to allowing said employee to provide Services under this contract. Contractor agrees not to assign any employee who declines to authorize said criminal history investigation check to provide Services under this

- contract. Contractor agrees not to assign any employee to provide Services under this contract whose criminal history investigation indicates criminal behavior related to acts of fraud; theft; sexual offenses; acts of violence; and/or threats to commit acts of violence.
- b. Contractor agrees to secure a release from any employee assigned to Emory granting permission for the Contractor to provide the results of the assigned employee's criminal history/background investigation upon request by Emory. Contractor agrees to provide proof that a criminal history/background investigation has been conducted on any assigned employee upon request by Emory. Contractor further agrees to remove any assigned employee whom Contractor discovers to have committed any offense in the aforementioned criminal categories after having been assigned to Emory. Contractor agrees to cooperate with the Emory Police Department in any investigation related to criminal conduct or potential criminal conduct by any assigned employee.

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Independent Contractor Agreement as of the date and year first above written.

Emory University

Signature of Individual or Authorized
Representative of Emory University:

By: _____

Print Name: _____

Title: _____

Date: _____

Contractor

Signature of Individual or Authorized
Representative of Contractor:

By: _____

Print Name: _____

Title _____

Date: _____

Attachment A
Scope of Work (the “Services”)