The Parties to this Independent Contractor Agreement ( “Agreement”) dated       (“Effective Date”) are the University of Southern California, a California non-profit corporation, located at [insert address]       (“USC”) and [insert name]      , an independent contractor doing business at [insert address]       (“Contractor”). The Parties agree as follows:

**1. WORK TO BE PERFORMED; ACCEPTANCE.** USC hereby engages Contractor to perform the tasks described in the Statement of Work attached hereto as Exhibit A and incorporated herein by this reference, and Contractor hereby agrees to perform such tasks (the “Project”). USC shall have the right to monitor performance of one or more aspects of the Project and to notify Contractor if USC determines, in its sole and absolute discretion, that performance of the Project does not meet the requirements of the Statement of Work. If USC determines that the performance of the Project does not meet the requirements of the Statement of Work, USC may (i) so notify Contractor, in which case Contractor shall take prompt action, at its sole expense, to make such Project acceptable to USC, or (ii) immediately terminate this Agreement. The foregoing are in addition to all other rights and remedies available under this Agreement, at law or in equity.

**2. INDEPENDENT CONTRACTOR RELATIONSHIP.** Both Parties agree that the Contractor engaged in providing service is strictly and at all times an independent contractor and not an employee. For all purposes, including but not limited to the Federal Insurance Contributions Act (“FICA”), the Social Security Act, the Federal Unemployment Tax Act (“FUTA”), income tax withholding requirements, California Personal Income Tax Withholding (“PIT”), California Unemployment Insurance taxes (“UI”), California Disability Insurance (“SDI”), the Worker’s Compensation Code - California Labor Code §3200 et seq. (“WCC”), and all other applicable federal, state, and local laws, rules and regulations, Contractor, and Contractor’s respective employees, if any, shall be treated as independent contractors and not as employees of USC.

**3. PREVIOUS EMPLOYMENT.**

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| If Contractor is an individual, has Contractor ever been an employee of USC or a USC-operated hospital? This question does not apply to Contractor if Contractor previously performed services for USC, or a USC-operated hospital, as an independent contractor. **One of the boxes below must be checked. If “yes” is checked, please provide the required information. If “no” is checked, please initial.** |
| If yes **[ ]** , please provide the **exact** dates (Month/Day/Year) of employment, and provide the name of the department(s)/school(s) where Contractor was employed: Department/School Name:       Dates employed:      Department/School Name:       Dates employed:      If no **[ ]** , Contractor represents that Contractor is not currently an employee of USC or a USC-operated hospital, and has not been an employee of USC or a USC-operated hospital within the current calendar year. **Initial Here**      **.** |

**4. NO BENEFITS.** Contractor agrees that the Contractor and the Contractor’s employees, agents, or representatives (“Contractor Staff”), if any, are not entitled to any benefits that USC provides to its employees, and Contractor hereby waives, and waives on behalf of its Contractor Staff, the right to participate in any such programs. Contractor also agrees that, consistent with independent contractor status, neither Contractor, nor its employees, agents, or representatives, will apply for any government-sponsored benefits that are intended to apply to employees, including, but not limited to, unemployment benefits.

**5. TAX REPORTING AND FILING.** Contractor acknowledges and agrees that the Contractor shall be responsible for filing all tax returns, tax declarations, and tax schedules, and for the payment of all the taxes required, when due, with respect to any and all compensation earned by Contractor under this Agreement. USC will not withhold any employment taxes from compensation it pays Contractor. USC will report the amount it pays Contractor on IRS Form 1099 to the extent required to do so under applicable Internal Revenue Code provisions and state or local law.

USC is NOT sales tax exempt. Contractors are required to charge USC sales tax on taxable items, and must identify sales tax on all invoices. Most items are delivered to Los Angeles and are subject to the current city sales tax rate. However, USC operates locations throughout California and in other States. Contractors should reference the delivery address and apply the sales tax amount for the applicable city.

**6.** **CALIFORNIA NONRESIDENTS.** Payments made to service contractors that do not have a permanent place of business in the state of California or that are not qualified through the Office of the Secretary of the State to do business in California are subject to **seven percent (7%) state income tax withholding** (California Revenue and Taxation Code Section 18662). Types of income subject to withholding include, but are not limited to, payments for services performed in California and payments of leases, rents and royalties for property (real or personal) located in California. No withholding is required on payments for goods. California non-residents that are exempt must complete California Withholding Exemption Certificate, Form 590 (http://businessservices.usc.edu/for-suppliers/forms/) in order to exempt California non-residents from this seven percent income tax withholding. **This Certificate needs to be submitted with the first invoice to USC.** The California Franchise Tax Board may reduce the withholding if the seven percent will result in substantial over-withholding or waive the withholding if the payee has a current history of filing California returns and/or making estimated payments when due. For more information contact:

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| --- |
| **Non Resident Withholding Section MS F F-265****California Franchise Tax Board** |

|  |  |
| --- | --- |
| P.O. Box 651 | Telephone: (916) 845-4900 |
| Sacramento, CA 95812-0651 | Fax: (916) 845-4831 |

**6.1. FOREIGN PAYEES.** The following information applies to foreign payees performing work in the United States (“U.S.”). **Foreign payees** subject to withholding include:

* Foreign corporations/partnerships
* Foreign individuals

**Federal Income Tax Withholding**

The **IRS** requires USC to withhold 30% income tax on U**.S. source** income payments to foreign payees, regardless of amount. Types of income subject to withholding include but are not limited to:

* Payments for services (consultants, speakers, designers, etc.) performed in the U.S.
* Payments of royalties, leases, and rents, for property (real or personal) located in the U.S.

Payments made to foreign payees are exempt from this tax withholding by USC if **ANY** of the following criteria apply:

* The relevant services are performed outside the U.S.; or
* The foreign payee is a resident of a country that has a tax treaty with the U.S. (foreign payee must provide appropriate tax forms prior to processing payment).

**7. INSURANCE.** Unless more specific insurance provisions are stipulated in an agreement, such as, but not limited to, agreements for construction, maintenance, facilities, transportation, and architects, Contractor will be required to maintain the charted insurance coverage at Contractor’s own expense. It is Contractor’s responsibility to ensure that the required insurances remain in effect for the entire duration of this Agreement and name USC as an additional insured on a primary and non-contributory basis. Such insurance shall waive any right of subrogation against USC and shall specifically cover Contractor’s obligations to defend, indemnify and hold USC harmless as provided herein. If requested by USC, it will be the Contractor’s full responsibility to provide USC with evidence of the required insurances.

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| **Insurance Type (if required)** | **Corresponding Insurance Details** |
| **Workers’ Compensation Insurance** | Workers’ compensation insurance with statutory limits if required to do so by California state law**.** If Contractor is self-insured for Workers’ Compensation, Contractor will maintain a certified copy of the “Certificate of Consent to Self-Insure” required by California Labor Code Section 3700 et seq. and comply with the regulations promulgated thereunder. |
| **Comprehensive General Liability Insurance** | Comprehensive General Liability coverage for death, bodily injury, and property damage, including products liability, with limits of no less than $1,000,000 per occurrence, $2,000,000 aggregate. |
| **Automobile Liability Insurance** | Automobile Liability coverage of $1,000,000 each occurrence, if Contractor drives on USC property using a company car, $2,000,000 aggregate. |
| **Professional Liability Insurance (Errors and Omissions)** | Professional Liability coverage if the Contractor is licensed or certified, or if the Contractor’s work product, judgment, planning, or design will be relied on by USC in a decision-making process within USC. |

Contractor understands and acknowledges that, while USC has secured certain Accidental Death or Dismemberment insurance (the “Insurance”), USC does not represent, warrant or guarantee that Contractor or its claims will be covered by the Insurance, and Contractor hereby agrees that its rights to recover hereunder are limited to the benefits provided by the Insurance, if any.

**8. EQUIPMENT AND TOOLS.** Contractor is responsible for the purchase and maintenance of Contractor’s own equipment.

**9.** **USC EXPENDITURE POLICIES.** Contractor acknowledges that Contractor is eligible for reimbursements (e.g. travel, meals, supplies, etc.) only if specified in Exhibit A of this Agreement. Contractor further agrees that reimbursable amounts are only up to the limits identified in Exhibit A, or USC’s Travel (Expenditures) Policy as set forth in the following link to the policy - https://policy.usc.edu/travel-expenditures/, whichever is lower.

**10.** **PAYMENT AND INVOICES.** In consideration for the Project to be performed by Contractor, Contractor shall be paid the amounts, and in the manner, set forth in Exhibit A. Contractor shall be responsible for invoicing USC for services rendered or goods received. Payment shall be made by USC within thirty (30) days after USC’s receipt of each invoice that certifies the occurrence of each event and USC’s acceptance of the goods received and/or services rendered. USC is not responsible for paying invoices that are dated more than sixty (60) days after services were rendered or goods were received. Contractor shall provide a valid purchase order number on all invoices submitted for payment. All invoices shall be mailed or emailed to:

**USC Accounts Payable**

P.O. Box 77967

Los Angeles, CA 90007

acctspay@usc.edu

**OR, For USC Hospital Accounts Payable:**

Keck-Norris Medical Center of USC

P.O. Box 33227

Los Angeles, CA 90033

accountspayable@med.usc.edu

**11. OPEN PAYMENT DATABASE.** Contractor agrees to notify USC if Contractor intends to report to Centers for Medicare and Medicaid Services (“CMS”) any payments or other transfers of value for USC on the Open Payment database at least ninety (90) days prior to making such report.

**12.** **COMPLETION OF PROJECT ON TIME.** Contractor will be required to complete the assigned Project within the period specified in Exhibit A. Among its remaining remedies, USC reserves the right to take remedial measures to successfully complete the Project and may charge Contractor if Contractor fails to successfully complete the Project in a timely manner.

**13.** **TERMINATION.** USC may terminate this Agreement at any time without cause on thirty (30) days written notice. In the case of a material breach of this Agreement by one Party, the other Party shall have the right to terminate this Agreement with no advance notice if, after providing the breaching Party with notice of the breach, the breaching Party fails to cure the breach within three (3) days after receipt of the notice of breach. If Contractor is engaged pursuant to a sponsored project, then USC may terminate this Agreement as directed under the provision of the sponsored project.

**14.** **PROPRIETARY INFORMATION.** All services provided by Contractor to USC pursuant to this Agreement shall be confidential. During the term of this Agreement, Contractor may have access to USC’s internal records, systems and methods of operating its business, trade secrets, customer lists, price lists, contract information and other confidential or proprietary information. Contractor agrees that all such information is the exclusive property of USC, irrespective of whether such information was created or prepared by the Contractor or others. Contractor further agrees that Contractor will not, at any time, in any manner, directly or indirectly, disclose such information to any person or entity, or use such information other than in furtherance of the purposes of USC. Upon termination of this Agreement, Contractor will deliver to USC all property of USC, including any written memorial of, or documents relating to, the information described above, in whatever manner maintained or stored. The Parties agree that this Section shall survive the termination of this Agreement.

**15. INTELLECTUAL PROPERTY.**

### “Intellectual Property Rights” means any and all (i) copyrights and other rights associated with works of authorship throughout the universe, including neighboring rights, moral rights, and mask works, (ii) trade secrets and other confidential information, (iii) patents, patent disclosures and all rights in inventions (whether patentable or not), (iv) trademarks, service marks, trade names, internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues of any of the foregoing now or hereafter in effect.

B. Contractor expressly acknowledges and agrees that all Work (as defined in the Statement of Work) and all deliverables, whether of a technical nature or not, and the Intellectual Property Rights therein, made, created, invented, or developed by Contractor alone or in conjunction with any other person or entity while performing the services in the Project (the “Intellectual Property”), shall be and hereby is the sole and exclusive property of USC and USC may use and reuse the Intellectual Property, in whole or in part, in all media, whether now or later existing, throughout the universe, in perpetuity, including but not limited to the exclusive right to reproduce, perform and exploit the Intellectual Property, and all information regarding the Intellectual Property, concurrent with the invention, creation, discovery, or development of the Intellectual Property. Accordingly:

#### If Contractor is an individual, Contractor hereby irrevocably transfers, conveys, and assigns exclusively to USC all rights, title, interest, and goodwill in and to the Intellectual Property for any and all purposes of USC throughout the universe in perpetuity. At all times during its term and after the termination of the Agreement, Contractor shall assist USC in obtaining and maintaining, for USC’s benefit, copyrights, trademarks, service marks, patents, and other relevant legal protections in such Intellectual Property, including the execution, at USC’s request, of an assignment of all rights in the Intellectual Property, and Contractor shall execute and cause its subcontractors to execute such further instruments as USC may reasonably require as evidence of its ownership of such rights. Contractor agrees that Contractor will not use or disclose any Intellectual Property owned by USC without the express written permission of USC; or

#### If Contractor is a company and if the Intellectual Property or any part thereof constitutes “works of authorship,” Contractor agrees that such works were specially ordered or commissioned by USC within the scope of the U.S. Copyright Law, and that this Intellectual Property shall be deemed “works for hire” pursuant to 17 U.S.C § 101(2), and USC shall be considered the sole author and owner of all rights comprised in the copyright thereof throughout the universe and shall have the exclusive right to seek copyright protection in USC’s name. In the event that any Intellectual Property does not constitute “works for hire,” or if Contractor is deemed to be a statutory employee, Contractor hereby irrevocably transfers, conveys, and assigns exclusively to USC all rights, title, interest, and goodwill in and to the Intellectual Property for any and all purposes of USC throughout the universe. At all times during its term and after the termination of the Agreement, Contractor shall assist USC in obtaining and maintaining, for USC’s benefit, copyrights, trademarks, service marks, patents, and other relevant legal protections in such Intellectual Property, including the execution, at USC’s request, of an assignment of all rights in the Intellectual Property in such form as is provided by USC. Contractor shall execute and cause its Contractor Staff or subcontractors to execute such further instruments as USC may reasonably require as evidence of its ownership of such rights. Contractor agrees that Contractor will not use or disclose any Intellectual Property owned by USC without the express written permission of USC.

#### (3) Contractor shall disclose to USC any materials delivered to USC, including any deliverables incorporated into the Work, that were created, invented, developed or are owned by a third party, and Contractor shall provide USC the written consent of such third party necessary to meet Contractor’s obligations under this Section. If Contractor is delivering as part of the Work computer software or audio or video elements, Contractor shall disclose to USC any computer software or other elements, e.g., audio or video, delivered to USC that is open source (i.e. provided by the authors under a type of license that allows the source code, blueprint, design, etc. to be used, modified and or shared under defined terms and conditions), will confirm that Contractor has complied with such open source license in its use and delivery to USC, and will provide a copy of the applicable open source license to USC. If any open source license requires the delivery of source code, Contractor will provide a copy of the source code to USC as part of the deliverables.

C. This Intellectual Property Section will survive the termination or expiration of this Agreement.

**16. INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless USC from and against any and all liabilities, losses, damages, claims or causes of action, and any related expenses including reasonable attorneys’ fees, that arise out of or relate to, directly or indirectly, the performance by Contractor or Contractor Staff of the Project or that arise out of Contractor’s breach of any of Contractor’s representations, warranties, and covenants in this Agreement. Nothing herein shall be construed to require Contractor to indemnify USC from or against the gross negligent acts of USC or its employees. Contractor is not an employee and will indemnify and hold harmless USC for any injuries or claims suffered by Contractor or Contractor’s employees that would otherwise be subject to the WCC. USC reserves the right to withhold from the payment due and owing to the Contractor any damages that are caused, directly or indirectly, by or as a result of the performance by Contractor or Contractor’s employees or agents of the Project. This Section will survive the termination or expiration of this Agreement.

**17. INDEMNIFICATION FOR INFRINGEMENT OF PROPRIETARY RIGHTS.** If any action or proceeding brought against USC is based on a claim of patent, copyright, trademark, trade secret or other proprietary right infringement arising out of USC’s purchase or use of the materials or services provided by Contractor and, if USC promptly notifies Contractor in writing of any such action or proceeding, Contractor shall, at its own expense, do the following to assure continuation of USC’s use of the material:

 A. Defend such action or proceeding and indemnify and hold harmless USC, its officers, agents, employees, and assigns, from and against any and all liability, and pay all damages and costs, losses, claims, demands, attorney’s fees and expenses arising out of such action or proceeding.

 B. Procure for USC the right to continue to use the materials or services, or any part thereof, affected by such action or proceeding; or replace or modify, as approved by USC, the materials or services, or any portion thereof, such that the infringement is removed. The warranty provisions set forth in this Agreement shall apply to such replaced or modified materials and services.

**18. NOTICES.** Any notice under this Agreement must be in writing and shall be effective upon delivery by hand or via email, or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to USC or to Contractor at the corresponding addresses indicated above. Contractor is obligated to notify USC in writing of any change in Contractor’s address including updating the USC Supplier Portal, if applicable. Notice of change of address shall be effective only when done in accordance with this Section.

**19. MARKETING.** Neither Party shall use the other Party’s name, trademarks, service marks, logos, or likeness of the other Party, currently existing or later established, in connection with this Agreement, or any marketing effort, publication, or media event without the prior written consent of the other Party in each instance. This Section shall survive any termination or expiration of this Agreement.

**20.** **ATHLETES AND AGENTS.** USC is committed to preventing any actions that threaten the NCAA eligibility of its student-athletes or the ability of USC to remain in compliance with NCAA rules, and is committed to protecting student-athletes from any contact, communication, or conduct with individuals who seek to inappropriately contact or represent student-athletes before their eligibility is exhausted or voluntarily terminated. Accordingly, Contractor acknowledges and agrees to the following:

A. It is a violation of USC policy for any Contractor to take any actions that threaten the NCAA eligibility of a student-athlete or the ability of USC to remain in compliance with NCAA rules. Contractor must immediately disclose the facts about such actions in writing to USC’s Vice President for Athletic Compliance.

B. Any Contractor who holds itself out as directly or indirectly representing student-athletes for the purpose of marketing their athletic ability or reputation, or who has certification, licensing or registration as a sports or athlete agent, and any person working for or at the direction of any such individuals (“Agents”) must immediately provide notification of such facts in writing to the USC Vice President for Athletic Compliance, as follows:

1. At the time of entering into a contract, vendor agreement or other arrangement to do business with USC, and at the time of entry onto the property of USC, or any athletic facilities and venues where USC teams play or practice to interact with its student-athletes.

2. If the certification, license or registration is received after commencement of the Contractor’s contract, vendor agreement, or arrangement to do business with USC, notification must be provided within 24 hours of certification, licensure or registration by the state, professional sports organization or other entity.

3. If a Contractor is involved in forming a business or company for the purpose of marketing an athlete’s athletic skill or reputation after the commencement of the Contractor’s contract, vendor agreement, or arrangement to do business with USC, the Contractor must provide notification within 24 hours of formation or filing paperwork with the state (or other governmental body) concerning such business entity.

C. All Agents must sign a document provided by the USC Vice President for Athletic Compliance attesting to the individual’s understanding and agreement to comply with all of USC’s rules regarding conduct for sports and athlete agents (including adherence to all applicable NCAA rules regarding agents).

D. All Agents must comply with rules pertaining to agents as published by the NCAA. These rules, which are strictly adhered to by USC, include but are not limited to, prohibiting Agents from:

1. Providing student-athletes who have remaining eligibility with any type of benefit, including food, cash, services, merchandise, transportation, housing accommodations, or other benefits not available to the student body in general; and

2. Entering into any type of verbal or written agreement to represent or to facilitate the future representation of a student-athlete who has remaining eligibility with regard to the student-athlete’s athletic ability or reputation.

USC shall have the right to immediately terminate any agreement with a Contractor, or to revoke admission to any USC property or event to any Contractor, who fails to meet the requirements set forth within this Section.

**21.** **CONFLICT OF INTEREST.** USC does not enter into procurement agreements with business entities in which a USC employee or that employee’s Close Relation has a personal, managerial, or substantial Financial Interest. Close Relation means spouses, domestic partners, intimate relations, parents, children, siblings and each of their respective spouses or domestic partners. Financial Interest includes (i) compensation for services performed; (ii) equity interests (i.e. stocks, options, warrants), with the exception of equity interests managed by a third party such as a mutual fund; or (iii) management role (director, officer, supervisors, or any other position that has significant decision-making authority).

Contractor represents to the best of Contractor’s knowledge, no actual or potential conflict of interest exists between Contractor’s family, business, or Financial Interests and Contractor’s relationships with USC or Contractor’s services relating to the Project. In the event of a change in status relating to potential or actual conflicts of interest, Contractor will notify USC immediately.

Contractor certifies that no USC employee or any Close Relation of a USC employee has a personal, managerial, or substantial Financial Interest in Contractor. **Initial Here:**

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| --- | --- | --- |
| Does Contractor employ or engage any current USC employees or any Close Relations (full time, part time or voluntary)?  (Contractor includes owners, directors, officers and anyone with significant decision making authority).

|  |  |
| --- | --- |
| **[ ]** Yes | **[ ]** No |

 |
| If yes, please list:       |

**22. STARK II COMPLIANCE.** To ensure that Contractor complies with federal laws that disallow specific types of financial arrangements to exist between physicians and privately-owned entities that provide certain healthcare services, USC requires that all non-publicly traded corporations (e.g., all private companies, individuals) answer the following questions. For purposes of answering these questions, the following definitions apply:

**"Immediate family member"** means the following individuals: husband or wife; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

**"Physician"** means a doctor of medicine or osteopathy, a doctor of dental surgery or dental medicine, a doctor of podiatric medicine, a doctor of optometry or a chiropractor.

**Contractor shall answer each of the following questions and confirm by initialing the answer:**

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| --- | --- | --- |
| 1. Is Contractor’s business owned in whole or part by a physician (or an immediate family member of a physician) who may refer patients or treat patients at USC? | [ ]  YES [ ]  NO  | Initials      |
| 2. Is Contractor’s business owned in whole or part by any individual (other than a physician or an immediate family member of a physician) who may refer patients to USC? | [ ]  YES [ ]  NO | Initials      |
| 3. Does Contractor employ or contract with a physician (or an immediate family member of a physician) who may refer patients or treat patients at USC? | [ ]  YES [ ]  NO | Initials      |
| 4. If Contractor is contracting with USC as an individual or if an individual is the single owner of the Contractor’s firm, is the individual a physician or an immediate family member of a physician who may refer patients or treat patients at USC? | [ ]  YES [ ]  NO | Initials      |

**If Contractor answered "Yes" to any of the above questions, Contractor shall provide the following information**:

|  |  |
| --- | --- |
| 1. Name of physician |       |
| 2. Name of individual who refers patients to USC |       |
| 3. Name of the immediate family member(s) of the physician or other person (if applicable) |       |

**23. HIPAA COMPLIANCE: BUSINESS ASSOCIATE PRIVACY AND SECURITY ADDENDUM.** If Contractor intends to interact with patients or will have access to patient records, USC must obtain from Contractor a signed Business Associate Privacy and Security Addendum (“BAA”) in order to be in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

**24. REPtrax.** All independent contractors entering either Keck Hospital of USC or USC Norris Cancer Hospital are required to register with REPtrax. REPtrax is a web-based software service that assists in the credentialing and monitoring of sales/service representatives in both hospitals. Such independent contractors must sign in at one of the REPtrax stations located in each hospital. Printed badges must be worn at all times.

Locations:

* USC Norris Cancer Hospital: Materials Management Office (lower level)
* Keck Hospital of USC: Materials Management Office (lower level), OR Main Security Office (lower level of parking structure)

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| --- | --- | --- |
| Have you registered with REPtrax? | [ ]  YES [ ]  NO | Initials      |

**25. AFFIRMATIVE ACTION.** During the performance of this Agreement, Contractor agrees to adhere to the principals set forth in Executive Orders 11246 and 11375. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

**26. COMPLIANCE WITH ALL LAWS AND REGULATIONS; PERMITS.**

 A. The goods and/or services provided pursuant to this Agreement shall comply with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body in effect at the time of delivery. In addition, the goods and/or services provided pursuant to this Agreement shall have been provided in compliance with the Fair Labor Standards Act, as amended, and regulations and Orders of the U.S. Department of Labor issued thereunder (collectively, the “Act”). By accepting this Agreement, Contractor agrees that it complies with the Act.

 B. In performing any services at USC’s facility, Contractor shall comply with all applicable laws, ordinances, rules and regulations including federal, state and municipal authorities and departments, including but not limited to the Occupational Safety and Health Act (“OSHA”) and any laws, ordinances, rules and regulations concerning the provision or serving of food and beverages, including alcohol (if applicable), and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith. Contractor shall furnish to USC copies of said licenses and permits prior to the commencement of the services. Additionally, if Contractor performs any services at USC’s facility during USC’s business hours of operation, Contractor shall not interfere with USC’s business operations.

 C. During its provision of services, Contractor shall comply with all of USC’s safety procedures. Contractor shall at all times keep USC’s premises free from accumulations of waste material or rubbish. Upon completion of the services, Contractor shall leave the site in a condition satisfactory to USC.

 D. Contractor shall be responsible for all damages to persons or property that occur during its performance of this Agreement or arising out of its acts or omissions. Contractor shall take proper safety precautions to protect the work, employees of the Contractor and USC, the public, and the property of others.

 E. In connection with the performance of Contractor’s obligations under this Agreement, Contractor and any person acting on Contractor’s behalf shall comply with all applicable anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act (the “FCPA”) and the U.K. Bribery Act (the “UKBA”). In particular, Contractor and any person acting on Contractor’s behalf shall not (a) directly or indirectly, give, offer or promise to give, authorize another party to give, offer or promise to give, any money or other thing of value to any person in order to induce such person to take an improper action or (b) use any payments received from USC for any purpose that could constitute a violation of any applicable anti-corruption law or regulation.

**27. CONTRACTOR REPRESENTATIONS, WARRANTIES, AND COVENANTS.** Contractor represents, warrants, and covenants to USC as follows:

A. Neither Contractor, nor any Contractor Staff is bound by any agreement or arrangement which would preclude Contractor or any Contractor Staff from entering into, or from fully performing the services required under, this Agreement;

1. Neither Contractor’s nor any Contractor Staff’s license or certification in the state of California or in any other jurisdiction has ever been denied, suspended, revoked, terminated, or relinquished under threat of disciplinary action, or restricted in any way;
2. Neither Contractor nor any Contractor Staff has never been convicted of a criminal offense related to health care or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation;
3. Any articles delivered hereunder shall be free from defects in labor, material and manufacture, and to be in compliance with any drawings or specifications incorporated or referenced herein and with any samples furnished by Contractor;
4. The products and services provided to USC shall not run any process, audit, or the like, that collects, retrieves, extracts or otherwise provides access to USC’s data, system information, or the like, by Contractor, without USC’s prior written consent. Contractor further represents and warrants that the products and services provided to USC shall contain no computer instructions, circuitry or other technological means whose purpose or effect is to disrupt, damage, extract information from or interfere with USC’s computers, communications facilities or equipment and their use (“Harmful Code”), and Contractor will prevent the introduction of such Harmful Code to its products and services prior to delivery to USC. “Harmful Code” shall include, without limitation, any code containing viruses, Trojan horses, worms or like destructive code or code that self-replicates; and
5. With respect to the Work and Contractor’s use of the Work in performing services and making deliverables to USC under the Statement of Work, that: (i) the Work shall be original, created solely by Contractor or exclusively owned by Contractor; (ii) the Work shall not infringe on any copyright, trademark, right of publicity, right of privacy or other proprietary right of any other person or party; (iii) the Work shall not contain any libelous or otherwise tortious, pornographic, obscene, or unlawful matter; (iv) Contractor has obtained, or will have obtained, any and all necessary approvals or consents to use or incorporate into the Work, any element of the Work that was invented, created, or developed by a third-party, the name, face, likeness, caricature, or voice of any person (whether living or not), character or any other personality (whether fictional or not); and (v) if an individual, Contractor is an independent contractor, during the term earns at least one-third of his or her income from sources other than from USC, and is not the agent, employee or servant of USC.

These representations and warranties will survive the termination or expiration of this Agreement. All warranties shall run to USC, its successors, transferees, or subcontractors.

**28. REQUIRED DISCLOSURES.** Contractor shall notify USC in writing within three (3) days after any of the following events occur:

1. Contractor’s or any Contractor Staff’s professional license or certification in the State of California or any other jurisdiction lapses or is denied, suspended, revoked, terminated, relinquished, or made subject to terms of probation or other restriction;
2. An event occurs that substantially interrupts all or a portion of Contractor’s or any Contractor Staff’s ability to perform Contractor’s or any Contractor Staff’s obligations hereunder; or
3. Contractor’s or any Contractor Staff’s conviction of a criminal offense related to health care or Contractor’s or any Contractor Staff’s listing by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation.

**29. AMENDMENTS; SEVERABILITY.** No change, modification, addition, or amendment of this Agreement shall be valid unless set forth in writing and signed and dated by both Parties subsequent to the execution of this Agreement. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

**30. WAIVER.** The failure of USC to enforce at any time any of the provisions of this Agreement, or to exercise any option herein provided, or to require at any time performance by the Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or the right of USC thereafter to enforce each and every such provision.

**31. ASSIGNMENT.** This Agreement is assignable by USC, but is not assignable by Contractor without prior written approval from USC. In case such consent is given, it shall not relieve Contractor of any of the obligations of this Agreement and any transferee, assignee, or subcontractor shall be considered the agent of Contractor and, as between the Parties hereto, Contractor shall be and remain liable as if no such transfer or assignment had been made.

**32.** **ATTORNEYS’ FEES.** In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys’ fees and costs.

**33.** **DISPUTE RESOLUTION; APPLICABLE LAW.** The laws of the State of California shall govern this Agreement, in all of its aspects, including execution, performance, interpretation, and enforcement. All disputes arising under or in connection with this Agreement shall be submitted to Judicial Arbitration and Mediation Services, Inc. (“JAMS”) or successor organization for binding arbitration in Los Angeles County, California by a single arbitrator who shall be a former California Superior Court judge. The arbitrator shall be selected by JAMS in an impartial manner determined by it. Except as may be otherwise provided herein, the arbitration shall be conducted under the California Arbitration Act, Code of Civil Procedure § 1280 et seq. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under California law. The arbitrator shall award costs of the proceeding, including reasonable attorneys’ fees, to the Party determined to have substantially prevailed. This Section will survive the termination or expiration of this Agreement.

**34.** **FORCE MAJEURE.** Neither Party shall be liable for any damages or other losses resulting from failure to perform its obligations under this Agreement where such failure is the result of a cause beyond the Party’s reasonable control.

**35. ADDITIONAL REQUIREMENTS.** Contractor will comply with all applicable requirements that may be communicated by USC, including but not limited to compliance with all USC policies and procedures. USC may require that Contractor receive education and/or training related to USC policies, including training pertaining to sexual harassment. However, failure to receive any specific training shall not excuse adherence to all USC policies by Contractor. If Contractor is performing work pursuant to a sponsored project, all documents and records of Contractor pertaining to the Project shall be available for review and inspection by USC, the sponsors of the Project, and relevant government agencies. While on USC’s premises in connection with the performance of this Agreement, Contractor shall comply with USC’s policies and procedures. Contractor shall not damage the premises or any equipment or supplies provided by USC. Contractor shall not incur any financial obligation on behalf of USC without the prior written approval of USC.

**36.** **INTEGRATION.** This Agreement fully supersedes any and all prior agreements or understandings between the Parties hereto or any of their respective affiliates with respect to the subject matter hereof and/or Project. The Parties acknowledge that they are not relying on any statement that is not set forth in this Agreement. This Agreement’s terms and conditions shall prevail should any contradiction arise between this Agreement and any content attached by the Contractor.

**37. CONTRACTOR ACKNOWLEDGMENT.** Contractor acknowledges that Contractor has read and understands this Agreement and has entered into it freely and voluntarily based on the Contractor’s own judgment and not on any representations or promises other than those contained in this Agreement.

Contractor Initials

|  |
| --- |
| **Agreement Signatures** |

This Agreement is considered executed when signed by all representatives.

|  |  |
| --- | --- |
| **University of Southern California Department Representative, or Principal Investigator for Sponsored Project Account**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name:      Title:      Date:      /     /      | **Independent Contractor**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name:      Title:      Date:      /     /      |
| **University of Southern California****Business Services** Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name:      Title:      Date:      /     /      |  |

**EXHIBIT A**

**STATEMENT OF WORK**

**PROJECT DESCRIPTION**

**1. Project Overview and Background; Deliverables**

**Project Overview and Background:**

**Deliverables, in addition to any set out in subpart a above:**

###

**Please indicate where services will be performed and provide the percentage of work performed at each location:**

Where will services be performed:

Within California (%):

Outside California (%):

Outside United States (%):

\*For tax purposes, please note that when services are performed both within and outside California, if the percentage of work performed at each location changes from what is written above, the Contractor must include the new percentages on the applicable invoice.

**2. “Work”** means all activities performed or otherwise undertaken by Contractor in connection with the Project Overview described in subpart 1.a. above, including such deliverables as are set forth in the Project Overview above including, without limitation, all materials, audiovisual works, photographs, video, sketches, designs, art, drawings, text, logos, catch-phrases, pictorial, graphic, and sculptural works, literary works, architectural works, images, sounds, scripts or other literary materials, music, lyrics, phonorecords, trademarks, service marks, computer programs, source code, object code, algorithms, schematics, compilations, inventions, discoveries, improvements, models, diagrams, mask works, processes, trade secrets, internet domain names, and any other materials ancillary to any of the deliverables above.

**TERM**

**Start Date:**

**End Date:**

**EXHIBIT A**

**STATEMENT OF WORK (CONTINUED)**

**PAYMENT**

|  |  |  |  |
| --- | --- | --- | --- |
| Unit of Pay | $ Per H/D/W/M | #of H/D/W/M | Est. Payment ($x#) |
| [ ]  Hourly | [ ]  Daily | [ ]  Weekly | [ ]  Monthly |       |       |       |

OR

|  |  |
| --- | --- |
| Fixed Amount Per Project: |       |
| Estimated Number of Hours Spent on Fixed Amount Project: |       |

OR

|  |  |
| --- | --- |
| Other:       |       |

**TRAVEL EXPENSES (IF APPLICABLE)**

|  |  |
| --- | --- |
|        |       |

**TOTAL PAYMENT + TRAVEL EXPENSES = TOTAL COST**

|  |  |  |
| --- | --- | --- |
|       |       |       |

**ADDITIONAL PROJECT DETAILS**