

PROFESSIONAL SERVICES AGREEMENT

(Services to be performed under a sponsored agreement.)

This AGREEMENT made and entered into by and between THOMAS JEFFERSON UNIVERSITY (hereinafter referred to as "TJU"), a not-for-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania and _____ (hereinafter referred to as "CONTRACTOR"), of _____

WHEREAS, TJU wishes to obtain the professional services offered by an independent contractor; and

WHEREAS, CONTRACTOR represents that s/he is an independent contractor who wishes to provide professional services to TJU under the terms and conditions set forth in this AGREEMENT;

NOW, THEREFORE in consideration of the mutual promises and covenants herein contained, the parties agree to the Articles as follows:

1. SCOPE OF WORK: TJU does hereby retain and engage CONTRACTOR in his/her professional capacity to provide specific services for the Department of _____ of TJU under funding provided by _____ (TJU Account Number). The work to be performed by CONTRACTOR is described in ATTACHMENT 1. WORK STATEMENT, to this AGREEMENT. CONTRACTOR acknowledges that the services to be performed for TJU are those which s/he generally performs in the independent established profession in which s/he is customarily engaged.

2. PERIOD OF PERFORMANCE: The term of this AGREEMENT will commence on _____ and will expire on _____, subject, however, to earlier termination as hereinafter provided.

3. COMPENSATION: TJU shall compensate CONTRACTOR at _____

of \$ _____ per _____ for up to _____ with the total not to exceed _____. The compensation set forth above is exclusive of travel, lodging, or other out-of-pocket expenses incurred by CONTRACTOR in the course of this AGREEMENT. Those costs or expenses will be reimbursed by TJU only when they are incurred at the request of and approved in advance by TJU.

4. NOTICE: With respect to rights and obligations of each party, notice shall be provided as follows: If to TJU, to _____ with a copy to the Office of Research Administration, #5 South 4th Street, EZVMS Building 5 V 82a, Philadelphia, PA 19107, and, if to CONTRACTOR, to _____

IN WITNESS WHEREOF, and in consideration of the additional terms and conditions on page 2, both TJU, through its duly authorized representative, and _____, as CONTRACTOR, have hereunto executed this AGREEMENT as of the date written below.

THOMAS JEFFERSON UNIVERSITY CONTRACTOR

Name: Susan K. Stearsman
Title: Director, Office of Research Administration
Date:

Name:
Title:
Date:

TJU Department Acknowledgement:
(Signature and Title) _____

5. **BEST EFFORTS:** Contractor agrees to, at all times, perform the work specified in the AGREEMENT to the best of his/her ability and to inform TJU of any deviation from the SCOPE OF WORK or any cause which renders CONTRACTOR unable to perform the work as required.
6. **OWNERSHIP OF WORK PRODUCT:** All materials developed by CONTRACTOR and all materials prepared for and delivered to TJU by CONTRACTOR under the terms of this AGREEMENT shall belong exclusively to TJU and shall be deemed to be works made for hire and TJU shall be the sole owner of all copyrights, patents, inventions, discoveries and trade secrets. Title, and interest herein, including the right to change, edit, and distribute same, notwithstanding any previously determined rights of the sponsor, through which funding of this AGREEMENT has been provided.
7. **TRADEMARK RIGHTS:** CONTRACTOR agrees not to use any TJU trademarks without prior written authorization. CONTRACTOR shall abide by TJU trademark use procedures and guidelines, as applicable.
8. **CONFIDENTIAL INFORMATION:** TJU agrees to make available to CONTRACTOR such information as is necessary for the fulfillment of the AGREEMENT. It is understood that such information may include materials considered by TJU, or as a matter of law. CONFIDENTIAL INFORMATION shall include all individually identifiable patient health information (PHI) in any form. CONFIDENTIAL INFORMATION shall also include all materials in any form developed or created by TJU relating to research, funding, faculty and student affairs, financial and business operations that is not public information, or that CONTRACTOR has been advised by TJU is confidential, privileged, or proprietary. CONFIDENTIAL INFORMATION as used in this AGREEMENT shall not include: (a) information in CONTRACTOR'S possession prior to disclosure by TJU; (b) information generally available to the public, or that becomes available to the public through a source other than TJU, or (c) information that was rightfully obtained by CONTRACTOR from a third party who is under no obligation of confidentiality to TJU with respect to such information. CONTRACTOR agrees to accept and hold CONFIDENTIAL INFORMATION obtained from TJU in confidence at all times during and after the termination of this AGREEMENT. Consultant shall not use nor disclose such information, except as provided in this AGREEMENT or as required by law. With respect to PHI to which CONTRACTOR may have access, Contractor agrees that it shall abide by all requirements of federal and state laws governing the privacy of PHI. CONTRACTOR shall implement and maintain appropriate safeguards to prevent the use of disclosure of such information other than as provided herein. CONTRACTOR shall ensure that its employees, agents, and subcontractors abide by the same restrictions that apply to CONTRACTOR regarding such information, and shall report to TJU any use or disclosure of such information by CONTRACTOR or its employees, agents and subcontractors that violates this AGREEMENT of which it becomes aware. CONTRACTOR shall provide an accounting of its use of disclosure of PHI to TJU upon request. CONTRACTOR understands that TJU is entitled to terminate this AGREEMENT if TJU learns of any improper use or disclosure of PHI by CONTRACTOR.
9. **ELIGIBILITY TO WORK AND RELATIONSHIP OF PARTIES:** In the performance of this AGREEMENT, the parties agree that CONTRACTOR is a professional person and that the relationship created by this AGREEMENT is that of employer-independent contractor. Contractor, its employees or subcontractors are not agents or employees of TJU for any purpose and, therefore, are not entitled to the benefits provided by TJU to its employee including, but not limited to fringe benefits, worker's compensation, health, and unemployment insurance and pension plans or any other remuneration. TJU shall not pay for, or on CONTRACTOR'S behalf, federal or state withholding taxes, CONTRACTOR agrees to report and pay all applicable taxes. CONTRACTOR certifies that this AGREEMENT will not violate the terms of any contract with, or obligation to, another institution or employer.
10. **REPRESENTATIONS AND INDEMNIFICATION:** TJU has prepared this AGREEMENT based upon information provided by CONTRACTOR, including CONTRACTOR'S express representation that s/he is an independent contractor and is entitled to be retained and compensated as an independent contractor. Should any regulatory body, or court, of competent jurisdiction, based upon CONTRACTOR'S own actions, find that CONTRACTOR is not an independent contractor and/or is not entitled to be retained and compensated as an independent contractor under the circumstances of his/her engagement by TJU, CONTRACTOR shall assume full responsibility and liability for all taxes, assessment and penalties imposed against CONTRACTOR and/or TJU resulting from such contrary interpretation, including, but not limited to taxes, assessments and penalties which should have been deducted from CONTRACTOR'S earnings had CONTRACTOR been on TJU'S payroll and retained as an employee of TJU. In consideration TJU'S engaging CONTRACTOR as an independent contractor, CONTRACTOR agrees to indemnify, defend and hold harmless TJU, its directors, officers, employees, and agents against any liability, claim, demand, damage, cost or expense, including but not limited to attorney's fees, arising out of, or claimed to have been caused by, or relating to CONTRACTOR'S services performed pursuant to the AGREEMENT. This indemnification includes but is not limited to, claims for breach of the confidentiality provisions of the AGREEMENT, claims of violation of intellectual property rights, and claims of defamation.
11. **TERMINATION:** If in the opinion of TJU, CONTRACTOR fails to supply those services as described herein to the best of his/her ability, experience and talents, or for any other reason, TJU shall be entitled to immediately terminate this AGREEMENT. In the event of termination for whatever reason, CONTRACTOR shall be entitled only to compensation for work completed or otherwise performed up to the date of termination and TJU shall be relieved of any further obligations or liabilities to CONTRACTOR, financial or otherwise.
12. **ASSIGNMENT:** This AGREEMENT may not be assigned nor shall any portion of the AGREEMENT be subcontracted by CONTRACTOR without the prior written approval of TJU.
13. **GOVERNING LAW:** This AGREEMENT shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
14. **DEBARMENT AND SUSPENSION:** Contractor certifies that pursuant to Executive Order 12549 and implementing rule, s/he presently is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
15. **OTHER CONSIDERATIONS:** With respect to this AGREEMENT, all parties agree that the following provisions shall prevail:
- there shall be no variance from this AGREEMENT except as may be reduced to writing and executed by both parties; and
 - it is mutually agreed that all parties shall comply with the applicable requirements of Title VI of the Civil Rights Act of 1964, to the end that "no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity." Further, both parties agree to comply with all relevant local ordinances, state, and federal statutes in the administration of its employment policies.
16. **INVOICES:** In accordance with ATTACHMENT 1. WORK STATEMENT, payments will be made for services rendered within the time period specified in ARTICLE 2. PERIOD OF PERFORMANCE and within the amount so authorized, upon receipt of itemized invoices, to be submitted no more frequently than monthly on CONTRACTOR'S own business letterhead. Invoices must be addressed to the TJU department specified in ARTICLE 4. NOTICE.
17. **INTEGRATION:** This AGREEMENT embodies and constitutes the entire understanding between the parties with respect to the services contemplated herein, and all prior agreements, understandings, representations, and statements, whether oral or written, are incorporated herein. Neither this AGREEMENT nor any provisions hereof may be modified or amended unless in an instrument signed by both parties.

Professional Services Agreement Amendment
 (Attach Original AGREEMENT and Amendments, if applicable)

TJU Account Number:		
Name:	Thomas Jefferson University	Contractor:
Address:	Office of Research Administration 125 S. 9 th Street, 2 nd Floor Sheridan Building Philadelphia, PA 19107	Address:
Effective Date of Amendment:		Amendment No:
Amount of Compensation by this Action:		Total Compensation:
Previous Expiration Date:		Current Expiration Date:

All other original AGREEMENT Terms and Conditions are unchanged.

The following amends the original AGREEMENT Terms and Conditions:

Authorized Official of TJU:	Contractor:
_____	_____
Typed Name: _____	Typed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT 1. WORK STATEMENT:

In accordance with the AGREEMENT between TJU and _____,
CONTRACTOR agrees to perform the following services: