

INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** (this “Agreement”) is made and entered into as of the _____ day of _____, 2025 (the “Effective Date”) by and between **EMORY UNIVERSITY, a Georgia Nonprofit Corporation, by and on behalf of its** _____ (“Emory”) and _____ (“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 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 1 day, ending on April 12th, 2024, unless sooner terminated as provided herein. Thereafter, this Agreement may be renewed by mutual written consent of the parties. .

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 Services rendered by Contractor, as well as any reasonable 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 nondefaulting 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.

ARTICLE IV
COMPENSATION AND BILLING AND 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.

Contractor shall submit bills to Emory for the Services [on a monthly basis][within __ days following delivery of any Services]. Emory shall pay any undisputed invoice within 30 days following receipt of Contractor's invoice. Emory reserves the right not to pay invoices not submitted in a timely manner as

required by this Agreement. Contractor shall not seek any payment from any person or entity other than Emory for any Services rendered under this Agreement.

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 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 understands that Emory shall have no contractual or legal obligations to Contractor for, and Contractor assumes full responsibility for, 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.

Section 5.02 Insurance. Contractor shall maintain at its own expense and at all times during the Term of the Agreement:

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/\$1 million 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

If said insurance is to be canceled or changed by insured or insurer so as to affect the coverage required by this contract, at least ten (10) days' prior written notice of such cancellation or change shall be sent to Emory at the address provided for below. 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.

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 “Indemnitee” and collectively, the “Indemnitees”) from and against any and all loss, expense, 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 Indemnitee’s gross negligence or willful misconduct. Contractor will pay the cost of such defense and settlement and any costs and damages awarded against any Indemnitee. The Indemnitee 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 Indemnitee, 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. This subsection and all indemnification obligations shall survive termination of the Agreement.

Section 5.03 Advertisements. Neither party shall use the name(s), trademark(s), or trade name(s) (whether registered or not) of the other party in publicity releases or advertising or in any other manner without securing the prior written approval of the other.

ARTICLE VI **CONFIDENTIALITY**

Section 6.01 Patient Information. Both parties shall comply with all federal and state laws, including but not 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 will not divulge any “Confidential Information” (as defined below) of Emory to any person, facility or other party or use any Confidential Information of Emory except in the proper course of Contractor’s prescribed duties set forth herein. The term “Confidential 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 Information includes but is not limited to: (i) financial information of Emory, (ii) information relating to Emory’s unpublished research, 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, and (v) 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. Information Security. Contractor shall use the same level of care in protecting and securing Confidential Information as it uses for its own information of like kind and quality, but in no case shall Contractor use less than a reasonable standard of care in protecting and securing Confidential Information. Contractor acknowledges and agrees that said reasonable standard of care shall include, at a minimum, (a) restrictions on physical access to hard copies of Confidential Information of Emory and to computers, storage media, or other devices that contain Confidential Information; and (b) industry standard technological safeguards to authenticate users and prevent unauthorized access and other intrusions. Additional security requirements may apply if Contractor is receiving any patient or student information.

Section 6.04. Exceptions and Exclusions. For purposes of this Agreement, Confidential Information shall not include information that (i) is or becomes publicly and generally known through no fault of Contractor; or (ii) can be established by Contractor to have been known to Contractor at the time of receipt; or (iii) is received by Contractor from a third party who is not bound by any obligation of non-disclosure. Contractor may disclose Confidential Information to the extent required by a court order or other legally obligatory request or demand, provided, however, that: (a) Contractor shall promptly notify Emory of any such order, request, or demand; (b) Contractor shall refrain from disclosing any Confidential Information during the pendency of any motion or other legal request by Emory to prevent or narrow the scope of any order, request, or demand; (c) Contractor shall disclose only as much Confidential Information as is legally required; and (d) Contractor shall designate any Confidential Information disclosed as “confidential” pursuant to any applicable protective order or other equivalent mechanism for restricting disclosure of information.

Section 6.05. Return or Destruction of Confidential Information. Upon request from Emory, Contractor shall, at Emory’s election, either return to Emory or permanently and securely destroy all Confidential Information in Contractor’s possession or control, including all print, electronically-stored, or other copies thereof.

Section 6.06 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 6.07 Survival. Notwithstanding anything to the contrary in this Agreement, this Article VI shall survive any termination of this Agreement.

ARTICLE VII **INTELLECTUAL PROPERTY**

Section 7.01 Scope. All work conducted by Contractor and all materials prepared by Contractor pursuant to this Agreement shall be governed by this Article VII.

Section 7.02 Ownership; Work Made for Hire; Assignment. Emory shall have title to and shall be the legal and beneficial owner of all work product arising from Contractor’s services and all other

materials prepared or developed pursuant to this Agreement, including any inventions, research, data, code, collateral or promotional materials, and all drafts thereof (collectively, the “Materials”). To the extent the Materials constitute works of authorship or are otherwise protectable pursuant to the law of copyright, the parties acknowledge and agree that the Materials shall constitute “works made for hire” for Emory, as that phrase is defined in applicable copyright law, including without limitation a work specifically commissioned by Emory. Without limiting the foregoing, Contractor hereby grants, assigns, and transfers to Emory all its right, title, and interest in and to the Materials, including any rights arising under the law of copyrights, trademarks, patents, or trade secrets. Contractor shall ensure that any of its employees or agents that perform services pursuant to this Agreement are subject to the terms of this Article VII. Contractor will reasonably cooperate with any efforts by Emory to verify, perfect, defend, and otherwise protect its interests in the Materials, including execution of further documents reasonably required by Emory for this purpose, provided, however, that Emory shall bear the expense of preparing any such documents. Upon request by Emory, Contractor will promptly deliver the originals or copies of Materials to Emory in a usable format.

Section 7.03. Representations and Warranties. Contractor represents and warrants the following: (i) the Materials shall not infringe or violate the rights of any third party, including any rights arising under the law of copyright, trademark, patent, or trade secret law; (b) the Materials shall be original to Contractor or any non-original portions of the Materials shall be identified to Emory in writing; and (c) if any of the Materials are not original to Contractor, Contractor shall procure and deliver to Emory, without the need for any further expense, all licenses or other permissions necessary for Emory to make full and unrestricted use of the Materials for their intended purpose, and Contractor shall provide documentation of any such licenses or other permissions upon request.

ARTICLE VIII **MISCELLANEOUS**

Section 8.01 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 8.02 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 8.03 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 8.04 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 8.05 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: _____

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 8.06 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, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid or illegal portions thereof eliminated.

Section 8.07 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 County of Fulton, State of Georgia, USA or in federal court in the Northern District of Georgia.

Section 8.08 Amendments. This Agreement may be amended or modified only upon a writing signed by both parties hereto.

Section 8.09 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 8.10 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 8.11 Affirmative Action. 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 of 41 CFR 60-1.4(a), 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, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender

identity, national origin, protected veteran status or 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.

In addition, the parties agree that, in fulfilling their respective obligations and duties under this Agreement, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status.

Section 8.12 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 8.13 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 8.14 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 8.15 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 acknowledge 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.

Section 8.16 Access to Books and Records. If required by Section 952 of the Omnibus Budget Reconciliation Act of 1980 ("Act"), for a period of four years after furnishing services with a value or cost of \$10,000 or more over a twelve month period and upon written request, each party shall make available to the Secretary of the Department of Health and Human Services, or the Comptroller General, or their designees, the contract, and the books, documents and records necessary to verify the nature and extent of the cost of such services. If either party provides any services through a subcontract with a related organization, such contract shall contain an "Access to Books and Records" section similar to this one, if required by the Act.

Section 8.17 Compliance. It is the intention of the parties to comply with all applicable laws and regulations, including, but not limited to, the Internal Revenue Code of 1986, its amended, the Medicare and Medicaid Anti-Kickback statute (42 U.S.C. § 1320a-7b(b), the Stark Act, and any regulations promulgated thereunder.

[The Remainder of This Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement as of the Effective Date.

EMORY UNIVERSITY:

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____
(Authorized signatures job title)

CONTRACTOR:

(Signature)

Name: _____
(Print Name)

Attachment A
Scope of Work