

TULANE UNIVERSITY

INDEPENDENT CONTRACTOR SERVICE AGREEMENT

Effective Date: _____

This INDEPENDENT CONTRACTOR SERVICE AGREEMENT (this “Agreement”) is effective as of the Effective Date set forth above, by and between The Administrators of the Tulane Educational Fund, a Louisiana not-for-profit corporation (“Tulane”) and

_____ ,

(“Contractor”) a corporation limited liability company partnership natural person

with a principal place of business located at _____

Phone: _____

Fax: _____

Email: _____

Tulane and Contractor hereby agree as follows:

1. Services. Contractor agrees to provide the services set forth on the Statement of Work attached hereto as Exhibit A (the “Services”), and to do so according to the schedule set forth therein.

2. Compensation. In consideration for the Services and in accordance with the schedule of payment set forth in the Statement of Work, Tulane agrees to pay Contractor all undisputed amounts within sixty (60) days following satisfactory completion of the Services and Tulane’s receipt of an itemized invoice detailing the Services performed, date(s) of performance, and time required (if payment is on an hourly fee basis). Contractor may also submit an itemized list of and original receipts for the pre-approved expenses set forth on the Statement of Work. Tulane shall have no obligation to pay any disputed amounts until such dispute is resolved.

3. Term and Termination. This Agreement shall terminate as of the termination date set forth in the Statement of Work, but in no event later than the completion of the Services, unless terminated sooner as set forth herein. The term of this Agreement may be extended solely by a written agreement executed by an authorized representative of Contractor and Tulane.

(a) In the event Contractor fails to perform the Services in accordance with this Agreement or breaches any provision of this Agreement, upon five (5) days prior written notice to Contractor of such uncorrected failure or breach, Tulane may, in its sole discretion:

- (i) make good any resulting deficiency and deduct the cost of same from any payment then or thereafter due Contractor; or

(ii) immediately terminate this Agreement, with such termination effective as of the expiration of such period without further action by either party.

(b) Tulane may terminate this Agreement immediately upon written notice to Contractor in the event Contractor fails to maintain required insurance or engages in any activity that poses an immediate threat to the health or safety of Contractor's or Tulane's employees, students, invitees, agents or representatives.

(c) Tulane may terminate this Agreement in its sole discretion upon fifteen (15) days prior written notice to Contractor, with such termination effective as of the expiration of such period without further action by either party. Upon any termination of this Agreement by Tulane other than for cause, Contractor shall immediately deliver or release to Tulane all work product or work-in-progress created through the date of termination, and Tulane shall promptly pay Contractor for work performed through such date.

(d) Contractor may terminate this Agreement in the event of Tulane's failure to timely pay any undisputed amount due hereunder upon thirty (30) days prior written notice to Tulane, with such termination effective as of the expiration of such period without further action by either party.

4. Relationship of Parties; Independent Contractor Status. Tulane and Contractor hereby acknowledge and agree:

(a) Contractor's relationship to Tulane is that of an independent contractor, and not an agent, employee or servant. Contractor shall not represent itself or hold itself out to third parties as being the agent, employee or servant of Tulane. Contractor shall have no authority to bind Tulane or any of its administrators, officers or employees. In the ordinary course of business, Contractor may perform services for parties other than Tulane and is not precluded from doing so by this Agreement.

(b) Contractor shall perform the Services in a careful, expeditious, timely, professional and workmanlike manner, and the Services shall be performed by persons experienced in the applicable profession, trade or skill. Contractor shall perform the Services to the standards and specifications required by Tulane and Tulane shall have the right to review and evaluate the results of the Services at any time.

(c) Contractor shall have the sole and exclusive right and responsibility to control, and to determine the method and manner of, Contractor's performance of the Services. Contractor shall also be solely responsible for the training of its employees, and for providing all supplies and materials necessary to perform the Services.

(d) Contractor shall timely pay all its employees, consultants, subcontractors, vendors and agents and shall provide evidence of such timely payment upon Tulane's request.

(e) Contractor shall pay and be solely responsible for all contributions, taxes and assessments on payrolls or other charges under all applicable federal, state and local laws, including without limitation withholding from wages of its employees. Contractor shall comply with all federal, state and local laws and regulations regarding compensation, hours of work, workplace safety or other conditions of employment.

5. Ownership of Work Product and Intellectual Property. Any and all materials generated by or on behalf of Contractor while performing the Services (including, without limitation, designs, images, video, reports, analyses, and any other work product of any kind) and all intellectual property rights relating thereto ("Work Product") are and shall be the sole property of Tulane. Contractor hereby assigns to Tulane its entire right, title and interest, if any, to all Work Product, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in Tulane of any and all Work Product. This paragraph shall survive any completion, expiration or termination of this Agreement.

6. Confidentiality. For purposes of this Agreement, "Confidential Information" shall mean any confidential, proprietary or trade secret information of Tulane disclosed to Contractor in written, verbal or other form. Contractor agrees to hold all Confidential Information in the strictest confidence and not to disclose any Confidential Information to any third party without the prior written consent of Tulane. Contractor shall use Confidential Information solely for the purpose of performance under this Agreement and shall disseminate Confidential Information only to those of its employees and agents requiring access to Confidential Information for purposes of such performance and who are made aware of the confidentiality obligations set forth in this Agreement and agree to be bound thereby. Contractor agrees that if it is required by subpoena, court order, judicial decree, or other legal requirement to disclose any Confidential Information, Contractor shall immediately notify Tulane and provide reasonable cooperation to Tulane's efforts to prevent or limit such disclosure. This paragraph shall survive any completion, expiration or termination of this Agreement.

7. Indemnification by Contractor. Contractor shall protect, defend, indemnify and hold harmless Tulane, and each of its agents, officers, administrators, directors and employees (individually an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against any and all claims, demands, actions, damages, liabilities, costs and expenses, including without limitation attorneys' fees (collectively, "Losses"), incurred by each and any Indemnified Party (i) based upon any allegation or contention that Contractor or any one of its agents, officers, directors, employees, representatives, servants, subcontractors or vendors is an employee, servant or agent of Tulane, including without limitation, claims for the payment of federal, state or local taxes or worker's compensation benefits or of contributions imposed or required under any unemployment insurance, social security and/or income tax laws or for benefits to which the employees of Tulane may be entitled, (ii) for damages, including, without limitation, bodily injury, personal injury, death, property damage, punitive damage, or other claims brought by any person, specifically including employees of Contractor or any subcontractor, arising out of or in connection with the performance of the Services, the furnishing of any materials, or by reason of Contractor and its employees, subcontractors, agents

or representatives being present on Tulane's premises, whether or not caused by the concurrent fault of Tulane, or (iii) arising out of or resulting from Contractor's default, breach or non-performance pursuant to this Agreement. In the event of a claim for indemnification pursuant to this Agreement, defense counsel shall be selected jointly by Contractor and the Indemnified Party. Contractor shall have the right to control the defense and settle any claim, subject to the consent of the Indemnified Party. It is in the intent of this Agreement that Contractor will protect, defend, indemnify and hold harmless the Indemnified Parties to the maximum extent permissible by law. Contractor's indemnity obligations shall not be limited by the insurance provisions of this Agreement, as the parties intend and agree that Contractor shall be fully responsible for liabilities assumed, regardless of the presence or absence of insurance. This paragraph shall survive any completion, expiration or termination of this Agreement.

8. Contractor Insurance. Contractor shall, at its own expense, obtain and maintain its own insurance coverage during all periods in which it is performing Services, and Contractor shall procure and provide to Tulane, prior to commencement of work hereunder, certificates of insurance evidencing the coverage described herein and amendatory endorsements affecting coverage. All policies (other than workers' compensation and professional liability) shall be endorsed with the following language: "The Administrators of the Tulane Educational Fund, its officers, agents, employees, volunteers and governing board are hereby named as additional insureds as their interests may appear." Tulane shall be named as alternate employer on the worker's compensation policy

All policies shall be primary in relation to any policies carried by Tulane and shall contain a waiver of subrogation.

Contractor's obligation to obtain and maintain the insurance coverages specified herein is separate and distinct from its obligation to indemnify Tulane, and such indemnification is not limited to the amounts of insurance specified below. Failure to provide certificates of insurance prior to commencement of work hereunder shall not constitute a waiver by Tulane or relieve Contractor from its obligations herein. The insurance obligations set forth herein shall also apply to, and Contractor will ensure compliance by, any subcontractor.

Contractor shall provide the following insurance:

Worker's Compensation and Employers Liability Insurance

- (a) Coverage for claims for damages arising out of bodily injury, occupational sickness or disease or death of Contractor's employees under any applicable workers' compensation statute or any other applicable employers' liability law.
- (b) Worker's Compensation in the amount of the statutory limits, and no less broad than that afforded by the Insurance Services Office WC 00 00 00A (edition 04/92) form of policy.
- (c) Employers Liability limits of not less than \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease for each employee and \$1,000,000 bodily

injury by disease in the aggregate, and no less broad than that afforded by the Insurance Services Office WC 00 00 00A (edition 04/92) form of policy.

Commercial General Liability Insurance

- (a) Coverage of all operations by or on behalf of Contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use).
- (b) The minimum limits of liability under this insurance requirement shall be not less than the following:
 - (i) General Aggregate Limit (other than Product-Completed Operations).....\$2,000,000
 - (ii) Product-Completed Operations Aggregate Limit...\$2,000,000
 - (iii) Personal Injury Aggregate Limit.....\$2,000,000
 - (iv) Each Occurrence Limit...\$1,000,000
 - (v) Products and Completed Operations coverage shall be provided for a period of not less than three years after the date the Services are substantially complete.
- (c) Coverage shall also include all contractual and tort indemnity obligations.
- (d) The maximum retention by Contractor for each occurrence is \$25,000 and the Contractor agrees to pay all deductible and retention obligations under the Contractor's commercial general liability policy.
- (e) The Commercial General Liability coverage maintained by Contractor shall be no less broad than that afforded by the Insurance Services Office CG 00 01 (1001) form of policy.
- (f) Coverage extended under Contractor's policy to Tulane as an additional insured shall include coverage for Products and Completed Operations liability arising out of Contractor's operations.

Professional Liability (Errors & Omissions) Insurance

The minimum limits of liability shall be not less than \$1,000,000 each claim and \$1,000,000 annual aggregate.

Automobile Liability Insurance

- (a) Coverage for any owned, hired or non-owned autos.
- (b) Minimum limits: \$1,000,000 combined single limit each accident.

- (c) The Automobile Liability coverage maintained by Contractor shall be no less broad than that afforded by the Insurance Services Office CA 00 01 (1001) form of policy).

Cyber Risk Insurance

Contractor shall continuously maintain, at its expense, Privacy and Security Coverage or the equivalent Cyber Risk Insurance, with policy limits sufficient to cover liability arising under this agreement and to cover any regulatory response requirements associated with a data breach, to be maintained for the duration of the agreement and three years following its termination, to respond to privacy and network security liability claims including, but not limited to:

- (a) Liability arising from theft, dissemination, and/or use of Tulane confidential information including its students' and employees' confidential information, including, but not limited to, personal health information, and personally identifiable information such as name, address, social security numbers, etc., regardless of how the information is stored or transmitted.
- (b) Crisis-management expenses (i.e., notification, public relations, reputation damage, forensics, etc.) for a data breach.

Umbrella or Excess Coverage

Minimum limits of \$3,000,000 per accident or occurrence, which amount is to apply in excess of the coverages and limits specified above for Commercial General Liability, Automobile Liability, and Employers Liability coverages.

The Umbrella or Excess Coverage maintained by Contractor shall be no less broad than that afforded under the Insurance Services Office CU 00 01 (1201) form of policy.

Retroactive Date and Extended Reporting Period. If any policy is issued or renewed on a claims-made form or basis as opposed to the occurrence form or basis, the retroactive date for coverage will be no later than the effective date of this Agreement and will state that, in the event of cancellation or non-renewal, the discovery period for insurance claims (tail coverage) will be at least thirty-six (36) months.

In the event that the Services will involve any of the following types of activities, Contractor agrees to provide such additional insurance coverages requested by Tulane and set forth on an addendum to this Agreement.

- Explosives or demolition
- Underground work
- Use of cranes or earthmoving equipment
- Use of watercraft or aircraft

- Hazardous materials or disposal of hazardous materials or wastes
- Any other activity which Tulane deems to involve elevated risk of harm to persons or property, and so advises Contractor prior to the execution of this Agreement.

All insurance policies provided shall be written by companies licensed to do business in Louisiana and acceptable to Tulane. Such policies shall be endorsed to provide that thirty (30) days written notification is to be given to Tulane prior to the non-renewal, cancellation or material alteration of any policy.

9. Dispute Resolution. Except for Tulane’s demand for injunctive relief requesting Contractor’s specific performance, Tulane and Contractor shall endeavor to resolve any dispute arising out of this Agreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association (“AAA”) then in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the AAA within a reasonable time after the claim, dispute or other matter in question arises, but in no event shall the demand for mediation be made after the date when institution of legal proceedings based upon such claim, dispute or other matter in question would be barred by the applicable prescriptive period or statute of limitations. The request may be made concurrently with the filing of legal proceedings but, in such event, mediation shall proceed in advance of such legal proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The Contractor shall continue to perform its obligations under this Agreement during the pendency of any dispute, including the mediation of the dispute by the parties hereto.

10. Background Checks. When Contractor is working or providing services to Tulane University in a capacity that is considered a Critical or Security Sensitive Position (as defined below), Contractor, at its expense, must conduct a Criminal Background Check (background check) for each of its employees who will work or provide such services to Tulane University. Contractor must also request the same requirements for the employees of its subcontractors (collectively “Contractor Employees”).

Critical or Security Sensitive Position means services in which a person:

- has direct access to persons under 18 years of age or of a vulnerable population persons who are at risk due to disabilities, frailty or health issues);
- has direct access to student resident facilities because the Contractor’s services require him/her to be present in the residence facility;
- is providing information technology services and has control over, or access to, information technology systems that would allow the Contractor to harm the information technology systems or the information contained in the systems;

- (d) has access to personal information about employees, students or members of the public including Social Security numbers, dates of birth, driver license numbers, medical information, personal financial information, or criminal background information;
- (e) has access to information, the disclosure of which is prohibited by state or federal laws, rules or regulations, or information that is defined as confidential under state or federal laws, rules or regulations;
- (f) has access to property where chemicals, hazardous materials, and other items controlled by state or federal laws or regulations are located;
- (g) has access to laboratories or other facilities to which access is restricted in order to protect the health or safety of the public; or
- (h) has access to financial or payroll information as part of the Contractor's services;

The minimum background check process shall include, but not be limited to, the following checks:

- i) Social Security Number (SSN) Trace;
- ii) Seven Year Criminal Records History (County/Parish and State Criminal Felony and Misdemeanor, National Criminal Database, Federal Criminal); and
- iii) National Sex Offender Registry

The background check must be conducted prior to initial access by Contractor employees to Tulane University property or at time services commence. Contractor Employees, who separate employment from the Contractor, must undergo another background check prior to renewed access to Tulane University. Tulane University has a right to require Contractor to conduct periodic or regular background checks of Contractor Employees and has the right to require that background check results (excluding any personally identifiable information) be provided by Contractor to the Director of Employee Support Services at Tulane University Workforce Management Organization (WFMO) for any Contractor Employee providing services to Tulane University. If at any time, it is discovered that any Contractor Employee has a criminal record that includes a felony or misdemeanor conviction involving crimes against persons or property, Contractor must not assign such Contractor Employee to provide services to Tulane University, or must remove any access to Tulane University already given to such employee, and must not permit that employee remote access to Tulane University computer systems, unless Tulane University consents, in writing, prior to the access being provided. Tulane University may withhold consent at its sole discretion. Failure of the Contractor to comply with the terms of this requirement may result in the termination of this Agreement.

11. Photocopies and Signatures. Photocopies of executed originals of this Agreement shall have the same force and effect and shall be as legally binding and enforceable as the

original. This Agreement may be executed in any number of counterparts, each of which when signed by both parties will be deemed an original.

12. General Provisions.

(a) *Compliance with Laws and Tulane Policies.* Contractor shall comply, and shall ensure that its agents, officers, directors, employees, representatives, servants and vendors comply with all applicable federal, state and local laws, rules, regulations and ordinances, as well as all policies and procedures applicable to Tulane's independent contractors, in its performance pursuant to this Agreement. In particular and without limitation, Contractor will comply with all federal, state and local laws regarding equal employment opportunity and nondiscrimination, and with Tulane's Equal Opportunity/Anti-Discrimination Policy, a copy of which may be found on the web site of Tulane's Office of Institutional Equity at www2.tulane.edu/equity. Any agent or representative of Contractor who fails to comply with an applicable law, rule, regulation, ordinance or Tulane policy shall, at the request of Tulane, be removed from any work pursuant to this Agreement.

(i) FERPA. Contractor acknowledges that in the course of performing the Services, Contractor may be exposed or have access to information, the confidentiality of which is governed by the Family Educational Rights and Privacy Act ("FERPA"). Contractor agrees to use all such information only for the performance of the Services, not to disclose such information to any third party, and to otherwise comply with FERPA in all respects.

(ii) HIPAA. Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC 1320(d) ("HIPAA") and any current and future regulations promulgated thereunder, including but not limited to the federal privacy regulations contained in 45 CFR 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 CFR 142 (the "Federal Security Regulations") and the federal standards for electronic transactions contained in 45 CFR 160 and 162 and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder (collectively, the "HITECH Standards"), all collectively referred to herein as "HIPAA Requirements," to the extent applicable. Contractor agrees not to use or further disclose any Protected Health Information (as defined in 45 CFR 164.501) or Individually Identifiable Health Information (as defined in 45 CFR 1320(d)), other than as permitted by HIPAA Requirements and the terms of this agreement. To the extent applicable under the HIPAA requirements, each party shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations and HITECH Standards.

(iii) Gramm-Leach-Bliley. Contractor may be a “Service Provider” as defined in the Gramm-Leach-Bliley Act, 16 CFR 314 (“GLBA”), and therefore may be required to implement and maintain safeguards for customer information in compliance with the Safeguards Rule under the GLBA. Service Providers retained by Tulane are to implement and maintain the security, confidentiality and integrity of confidential, proprietary and protected information. Contractor is required to: 1) limit use of protected information to the business purpose of this Agreement, 2) access protected information by commercially acceptable standards only, 3) return or destroy protected information received in connection with this Agreement, and 4) maintain the confidentiality of protected information after termination of this Agreement. Contractor will at all times adhere to Tulane’s Information Security Plan.

(iv) Foreign Corrupt Practices Act. Contractor represents and warrants that it is not an elected or appointed official of a foreign government. Contractor is aware of the Foreign Corrupt Practices Act (“FCPA”) and is familiar with the FCPA's prohibition of the payment or giving of anything of value, either directly or indirectly by an United States company to an official of a foreign government for the purpose of influencing an act, or decision in his official capacity, or inducing him to use his influence with the foreign government to assist company in obtaining or retaining business. Contractor will not in the performance of its duties engage in violation of the FCPA, will not directly or indirectly, on behalf of Tulane make any offer, payment, promise to pay any money, gift or promise to give anything of value to any official or employee of, or any person acting in an official capacity for or on behalf of, any foreign government agency or instrumentality for the purpose of influencing any official act or decision of any such official in order to assist Tulane to obtain business, research funding, students or patients.

(v) Drug-Free Workplace. Contractor shall comply in all respects with the provisions of the Drug-Free Workplace Act of 1988, and the Drug Free Schools and Communities Act amendments of 1989. Contractor will not permit the possession or use of any alcohol or illegal drug on Tulane’s premises. No employee, agent or representative will report to work impaired or under the influence of alcohol or any illegal drug.

(b) *Statutory Employer Status*. Tulane shall be considered the statutory employer of Contractor’s employees who perform work under this Agreement in accordance with Louisiana R.S. 23:1031 or R.S. 23:1061. Thus Tulane is to be granted the exclusive remedy protection of Louisiana R.S. 23:1032 and Tulane shall be liable to pay workers’ compensation benefits if the immediate employer or Contractor are unable to meet their obligations under the Louisiana Workers’ Compensation statute for work performed under this Agreement. The parties agree that the recognition of statutory employer status is made pursuant to Louisiana R.S. 23:1061 and that Tulane is not the actual employer of any of the employees of Contractor. Further, Contractor and Tulane acknowledge and agree that Tulane has no control or involvement in the hiring, firing, or

direct supervision or direction of any such employees.

(c) *Publicity; Use of Name.* Contractor may not use the name or any logo, trademark or other indicia of Tulane without the prior written consent of an authorized representative of Tulane.

(d) *Notices.* Any notice given pursuant or in respect of this Agreement shall be in writing and shall be deemed received (i) on the date such notice is hand-delivered to an authorized representative of the party receiving such notice, (ii) on the first business day following the date on which such notice is sent prepaid for next-day delivery by nationally-recognized overnight delivery service, or (iii) on the third business day following the date on which such notice is sent by prepaid registered or certified U.S. mail, return receipt requested. Any notice given pursuant or in respect of this Agreement shall be delivered:

If to Contractor, to the address set forth above.

If to Tulane: [Office/Department]
[Room] [Building]
Tulane University
6823 St. Charles Avenue
New Orleans, LA 70118-5698

With a copy to: Office of the General Counsel
Tulane University
300 Gibson Hall
6823 St. Charles Avenue
New Orleans, LA 70118-5698

(e) *Assignment.* Neither this Agreement, nor any obligation arising hereunder, may be assigned by Contractor or Tulane without the prior written consent of the other party. Any such attempted assignment shall be null and void. For purposes of this Agreement, “assignment” shall include any subcontract or transfer (whether by operation of law or otherwise), as well as any merger, reorganization, sale of substantially all assets, or other transaction or series of transactions resulting in a change-in-control of a party in which holders of a majority of the voting equity (or those entitled to elect a majority of the ultimate managing body of the party) prior to such transaction do not continue to hold a majority of the voting equity (or the right to elect a majority of the ultimate managing body of the party) following such transaction. Contractor shall not subcontract any portion of the Services to be performed pursuant to this Agreement without the prior written consent of Tulane.

(f) *Waiver.* No waiver of any provision of this Agreement, or any right or remedy arising under any provision of this Agreement, shall be effective unless such waiver is in writing and executed by an authorized representative of the waiving party.

No waiver with respect to a specific circumstance shall be deemed a waiver as to any other circumstance.

(g) *Governing Law; Venue.* This Agreement, including without limitation, any disputes arising out of or relating to this Agreement, shall be governed by the laws of the State of Louisiana, without regard to its conflict of law provisions. Contractor and Tulane hereby submit to the exclusive jurisdiction of the state and federal courts located in the State of Louisiana with respect to any legal proceedings arising out of this Agreement.

(h) *Severability.* If any provision of this Agreement is ruled invalid in an arbitral or judicial proceeding, such finding shall not affect the validity of any other provision or this Agreement as a whole, which shall remain in full force and effect.

(i) *Entire Agreement; Amendment.* This Agreement constitutes the entire agreement of Contractor and Tulane regarding the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written arrangements, any and all of which are hereby made null and void. This Agreement may be amended solely by a written agreement executed by an authorized representative of Contractor and Tulane.

(j) *Survival.* The following provisions shall survive any expiration or termination of this Agreement: Paragraphs 5, 6, 7, 8, 9 and 10.

(k) **This Contractor and any subcontractor of Contractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a) and § 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, 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, disability or veteran status.**

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IN WITNESS WHEREOF, this Agreement is executed as of the dates set forth below by the authorized representatives of the parties.

“Tulane”
The Administrators of the
Tulane Educational Fund

“Contractor”

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Statement of Work

Services

[describe deliverables]
[timing]

Compensation and Schedule for Payment

[HOURLY/DAILY RATE]

Tulane will pay Contractor at the rate of \$[RATE] per [hour/day], but in no event more than \$[MAXIMUM]. Contractor shall submit itemized invoices each [PERIOD].

[FLAT FEE]

Tulane will pay Contractor a one-time payment equal to \$[AMOUNT].

Pre-Approved Reimbursable Expenses

<i>Item</i>	<i>Amount</i>
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Subcontractors

[NAME]	[SERVICES TO BE PERFORMED]
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