

HIRING ABROAD TOOLKIT

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INTRODUCTION

There are several elements, when working in foreign countries that make hiring abroad a complex process. Before starting consider the following: [a\) the activity](#), [b\) the country](#), and [c\) Penn's Status in that country](#).

These are just a few aspects to be addressed to mitigate the immediate and long-term challenges and risks associated with engaging international personnel. Penn departments/centers (Programs) should consider the employment laws of the host country and the planned activities of the staff. In addition, they should try to anticipate how staffing needs may change in subsequent years after the program is established.

Penn's Global Support Services (GSS) office has put together this "toolkit" to assist with understanding the complexities and planning for personnel needs abroad.

During the initial planning, contact GSS for information on Penn's status and capabilities in a country. GSS can review with you local employment laws and advise on the best staffing models. Additionally, GSS can facilitate conversations with other Penn departments, and outside vendors, whose expertise may be required.

In-Country Considerations:

- The social tax withholdings, statutory benefit requirements, or local labor laws.
- How wages will be paid?
- Does compensation meet minimum obligations?
- The proper work authorization (visas, work-permits, licenses, etc.).
- US vs local benefits eligibility & requirements.

STAFFING OPTIONS

A number of options exist for fulfilling your personnel needs abroad. The [Decision Tree](#) (Appendix 1) helps to guide you through the various options, the questions to ask in making a determination, and the regulatory limitations associated with some of the options. Please refer to the Decision Tree for general guidance and [contact GSS](#) with specific questions and for more tailored advice.

Engaging Independent Contractors

This type of arrangement is most often appropriate when a project is limited in length and scope. Contractors are typically paid a fixed rate per project after a deliverable or upon receipt of an invoice for services. To use this option, the Program may identify an Independent Contractor. A country specific agreement will need to be drafted and **signed** (signing the statement of work or independent contractor agreement is an important and necessary step).

I. Classification of Independent Contractors/International Context

In most countries, a worker is assumed to be an employee unless he or she qualifies as an independent contractor by meeting certain criteria. The criteria vary from country to country, but the following qualities tend to be globally important for independent contractor determination:

- Control over how, when, and where the work is done
- A business of doing similar work for other clients (also as a contractor)
- Use of own office, other facilities, and equipment
- Payment of own business expenses
- Pay based solely on services rendered (e.g. no vacation pay)
- Defined project or contract end date

The Program must be aware of both home and host country labor classification laws as a worker could be reclassified by either country's legislation. Penn's Service Provider Questionnaire (SPQ) – completed by the potential service provider, and Service Provider Evaluation Worksheet (SPE) – completed by the hiring manager in concert with the school/center HR director, are used to evaluate the relationship of the service provider and the University. In recent years, the US Department of Labor (DOL) has strengthened US domestic classification regulations for independent contractors. Although the modifications of the US guidelines are based on work in the US, Penn will use these forms, along with the host country's regulations, when determining the appropriate worker status for individuals performing services outside of the US.

Forms & Resources

[Service Provider Classification Process](#)

[Individual Service Provider Classification \(SPQ\)](#)

[Service Provider Evaluation Worksheet \(SPE\)](#)

[Policy #2319.4 – Procurement and Reporting of Independent Contractors](#)

II. Penalties and Liabilities of Misclassification

Potential risks for misclassifying an employee or independent contractor are not limited to individual tax and labor violations but could also expose Penn to Permanent Establishment or other institutional risks. If an independent contractor is later found to be a de facto employee and penalties are assessed, these costs would accrue to the contracted department. Some countries require independent contractors to register as businesses and/or collect a service tax or value-added tax (VAT) from their customers (e.g. Penn). A few countries apply certain employment obligations (e.g. statutory vacation or tax withholding) even to those who are engaged and qualify as independent contractors.

III. Independent Contractor Agreement Sample Template

This template can be used for international contracts with Independent Contractors. It may not be appropriate for every country. Contact GSS to assist with appropriate language. In cases where the individual's scope and remuneration are limited, a condensed "statement of work" may be the best form for engaging the service. However, this should be reviewed by GSS or Tax & International Operations to ensure required or standard language is included.

Hiring Local Employees Directly

Programs may only hire local personnel in-country when Penn is a registered entity or a registered employer in the host country. This possibility may be more cost effective and sustainable however, it requires that Penn has a legal presence or registration in-country, as well as the creation and management of a local payroll. In most cases, hiring local personnel directly is not an option. Penn is currently registered in very few countries. Registering an entity abroad is a very complex and costly way to operate overseas. Unless there are long-term plans or a business benefit for establishing a presence abroad, Penn has no plans for creating a presence in additional countries.

If Penn is NOT a registered employer in the host country, any direct hiring must consider the following:

- Will the University have a Permanent Establishment if the employee is hired by the U.S. entity?
- How will the withholding and statutory obligations be handled?
- How will the individual's tax liabilities be handled?
- Are all statutory benefits handled through social/government contributions or does the employer have to adopt local plans to cover its in-country employees?

Please [contact GSS](#) for assistance with this option and to review countries where a registration currently exists for Penn.

Collaborating or Partnering with an Established Organization in the Host Country

Collaborating is usually the least expensive and most efficient way to engage staff in an employee capacity for any period of time. A local collaborator can be a university or other organization. In this arrangement, the staff are employees of the local organization. The administrative activities associated with their employment are the responsibility of the local organization. Collaborating arrangements can generally be outlined in a Memorandum of Understanding (MOU) or contract.

Collaborating agreements should address:

- Can the collaborator act as the employer of record for Penn's required activity?
- Can the collaborator employ and provide work authorizations for Penn's employees as well as in-country nationals?
- Is there a written agreement between Penn and the collaborator in regards to the individual being engaged and associated costs?
- Is there a written agreement between the collaborator and individual if necessary?

[Contact GSS](#) for assistance or information with respect to new and existing collaborations. GSS will facilitate an agreement or MOU review. GSS can also provide approved templates that may help in these situations.

Contracting with a Professional Employment Organization (PEO) Provider

When to use a PEO?

When the scope, length of project or nature of activity may pose employment compliance concerns.

In addition, a PEO should be used when the work requires:

- Country sponsorships for visas
- Authorization approval
- Other in-country industry requirements

If Programs have already identified an individual for employment activities and an Independent Contractor is inappropriate, a PEO is a good option. A PEO is a Professional Employment Organization that provides employment services, including HR and payroll services, in much the same way as a temporary staffing agency.

Contracting with a PEO provider can be an alternative to collaborating with a local institution or establishing a foreign payroll, and in some cases, it can allow for limited or full employment without triggering registration requirements. In this model, the individual(s) would be employed by the PEO and “leased” to the program. The program would pay the PEO an administrative fee in addition to the salary. The PEO is responsible for compliance with local employment and tax laws including any reporting obligations. PEOs are generally more experienced than Penn with host-country regulations though Penn may share liability if the PEO fails to comply with the law. If the University can work with a PEO to be the Employer of Record for individuals in the country, then it is possible to employ the individual, considering:

- What are the total estimated costs associated with hiring a PEO
- Fees, taxes, and statutory benefits

In addition, please review the PEO matrix for information on iWG and other known providers.

Penn PEO Preferred Vendor

Penn has secured a master service agreement with the PEO, iWorkGlobal (iWG). As Penn’s PEO preferred vendor, iWG can provide departments and schools quick service quotes and ease of implementation and PO payments. Working closely with Purchasing, GSS has outlined the process for requesting a quote and implementing iWG services, please see workflow.

Penn Personnel Working Abroad

In situations where a program requires the expertise of a US person or the program prefers oversight by a current Penn employee, it may be addressed through business travel assuming the activity and duration is considered short-term. Longer-term employment abroad involving a Penn employee may also be accomplished through some of the local hiring options listed above.

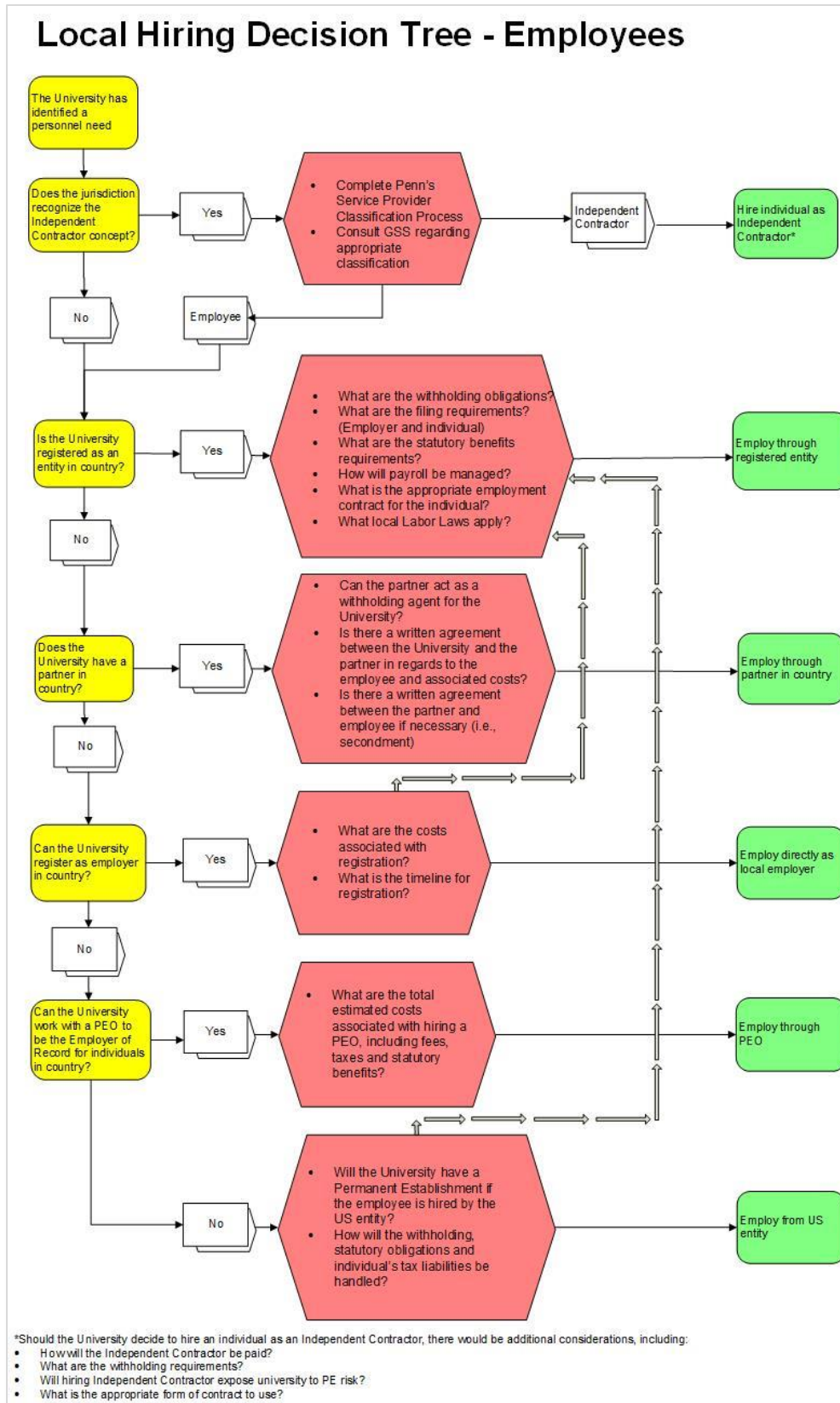
Be aware that overseas work by employees for longer periods of time carries costs and regulatory risks. In general, any work assignment abroad lasting over 90 days within a year should be reviewed for possible implications for the employee and the University. Contact GSS regarding legal, tax, and visa/immigration considerations. Our office can coordinate resources with other groups or departments as well as advise on the in-country requirements and options.

Penn Personnel Seconded to an Overseas Institution

The term secondment covers the situation whereby an employee or a group of employees is assigned on a temporary basis to work for another organization or a different part of the organization of their current employer. In general, the seconded employee, though working at a host Company and/or new location, will remain the legal employee of the original (seconding) organization. This allows the employee to gain experience or provide support to the new organization on a temporary basis, but to easily return to the original employer and maintain the original employer's benefits. Cross-border secondment presents added complexity including labor and tax regulations in (at least) two jurisdictions, payroll and potential shadow payrolling, income tax treaty analysis, and totalization agreement review for social security, just to name a few.

Penn can facilitate an employee secondment to another Penn existing or new entity. Significant costs may be involved with respect to legal and tax service provider fees in the home and host countries. At this time, Penn can only provide assistance in a secondment situation to another Penn entity and cannot facilitate a secondment arrangement to a PEO. Secondment to a third party organization overseas (non-PEO), such as a collaborative partner, may be available depending on circumstances and will require significant coordination efforts between the department and the third party, along with central payroll, benefits, and tax.

Appendix: HIRING ABROAD DECISION TREE



Appendix: PEO Matrix

	PREFERRED VENDOR	OTHER VENDORS			
	iWorkGlobal	CDRF	Globalization Partners	SafeGuard World International	Mauve Group
Specialty	Staffing solution, workforce management, risk management	Grants and training services	Staffing solutions	Staffing solutions: global managed payroll & contingent labor	Global employment & expatriate services
Region	Worldwide	Africa; South Asia; Middle East; Central Asia; The Americas; SE Asia; Russia/Eastern Europe	Worldwide	Worldwide	Worldwide
About	iWorkGlobal provides a full range of global human capital management solutions. Specializing in workforce activation, employer services and risk mitigation that enables a global vision.	CRDF Global is an independent nonprofit organization that promotes international scientific and technical collaboration through grants, technical resources, training and services	Globalization Partners' global employment solution is a PEO that enables a headquarters team to issue a locally compliant employment contract and run payroll within days of finding the perfect candidate	SafeGuard World is able to integrate with existing HR and vendor management systems. Their long-standing relations with in-country partners provides a global compliant framework to meet regulatory requirements	Mauve Group has HR and employment solutions and an international infrastructure in place to provide solutions designed to help smooth the human resource process.
Website	iworkglobal.com	crdfglobal.com	globalization-partners.com	safeguardworld.com	mauvegroup.com

Appendix: GUIDE FOR ENGAGING iWORK GLOBAL

Using iWorkGlobal for your international employment needs

How to get started

When a Penn department/school identifies a global employment need, such as hiring a local employee or in some cases, engaging an independent contractor, the Penn department/school contacts GSS. GSS will send the Service Questionnaire to the Penn department/school. This questionnaire will provide iWG with information regarding the scope of work and the program's needs and employment tasks. Once GSS receives the completed questionnaire, they will coordinate the initial outreach request with [iWorkGlobal](#) (iWG) to facilitate a service price quote or direct implementation plan. GSS will coordinate between the school/center and iWG throughout the hiring process.

Initiating the Onboarding Process with the local partner

1. Once the Penn department/school has approved the price quote they will complete the formal service requisition and returned to iWG. If the employee is already known, iWG will request a draft offer letter and the employee's resume.
2. iWG will review the requisition and supplemental documents for completeness and send the requisition to the local partner.
3. An iWG representative will contact the Penn department/school to coordinate the next steps and explain the iWG's structure.

At this point, iWG takes the lead

1. iWG will reach out to the employee to introduce iWG and the local partner and outline the onboarding process.
2. The local partner (coordinated by iWG but may be a third party) will also introduce themselves to the employee and schedule their onboarding.
3. The employee completes onboarding paperwork and returns it to the local partner.

The average onboarding time frame takes about 10 business days for local workers. If the employee is an expatriate worker, then the timing will depend upon receiving the visa/work permit. Penn will not have any interaction with this correspondence though the offer letter specifics will likely need to be complete in order for the visa application with the local partner to move forward.

Appendix: GUIDE FOR ENGAGING iWORK GLOBAL (cont'd)

Payment

The Penn department/school will:

1. Create a Purchase Order (PO) for iWG per worker/individual
 - Unless employment is associated with large project requiring several workers
2. Send GSS the PO number and identify the project/worker in description line
 - iWG & Penn have negotiated a NET 15 payment schedule
 - Salary payment must be within 15 days of receipt of iWG invoice

GSS will coordinate this schedule to ensure that salaries will not be delivered late. In doing so, GSS requires that iWG invoice Penn through A/P, with electronic copies via BEN Financials to the Penn department/school, and GSS.

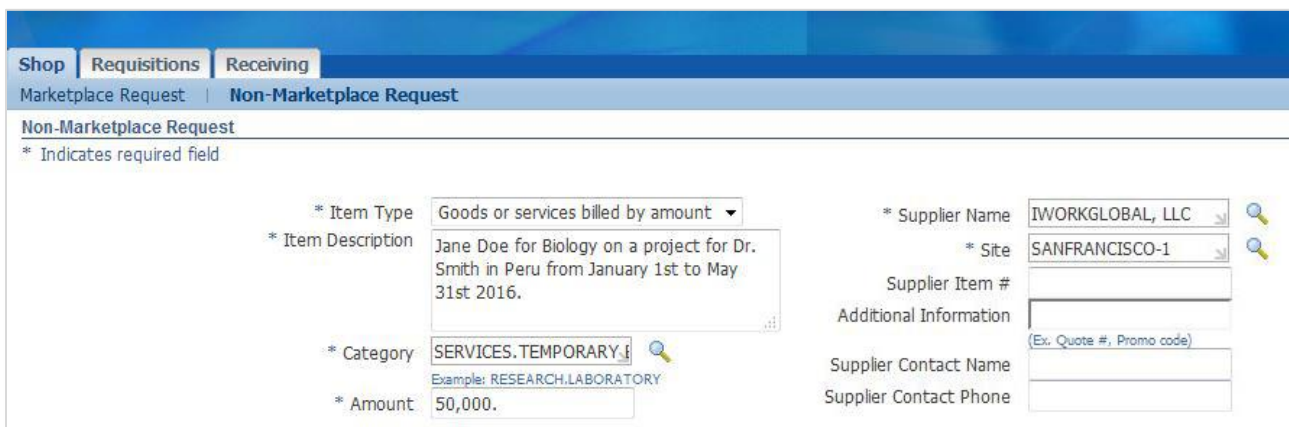
Setting up Purchase Orders

When setting up the PO requisition, follow the usual steps for a Non-Marketplace Request from the Requisition Homepage in BEN Financials. Complete the request as normal, with additional details regarding the Item Description box. Please be as descriptive as possible regarding the iWG services and follow the general format directions below.

iWG's Supplier Information

Supplier Name ▲	Supplier Number	Taxpayer ID	SupplierType	Pay Sites	P.O. Sites	Minority Owned	Local Community	Woman Owned	Small Business
IWORKGLOBAL, LLC	581727	*****4418	LIMITED LIABILITY COMPANY	Y	Y		N	N	N

Non Marketplace Request Form Instructions



The screenshot shows the 'Non-Marketplace Request' form in the BEN Financials system. The form is divided into several sections:

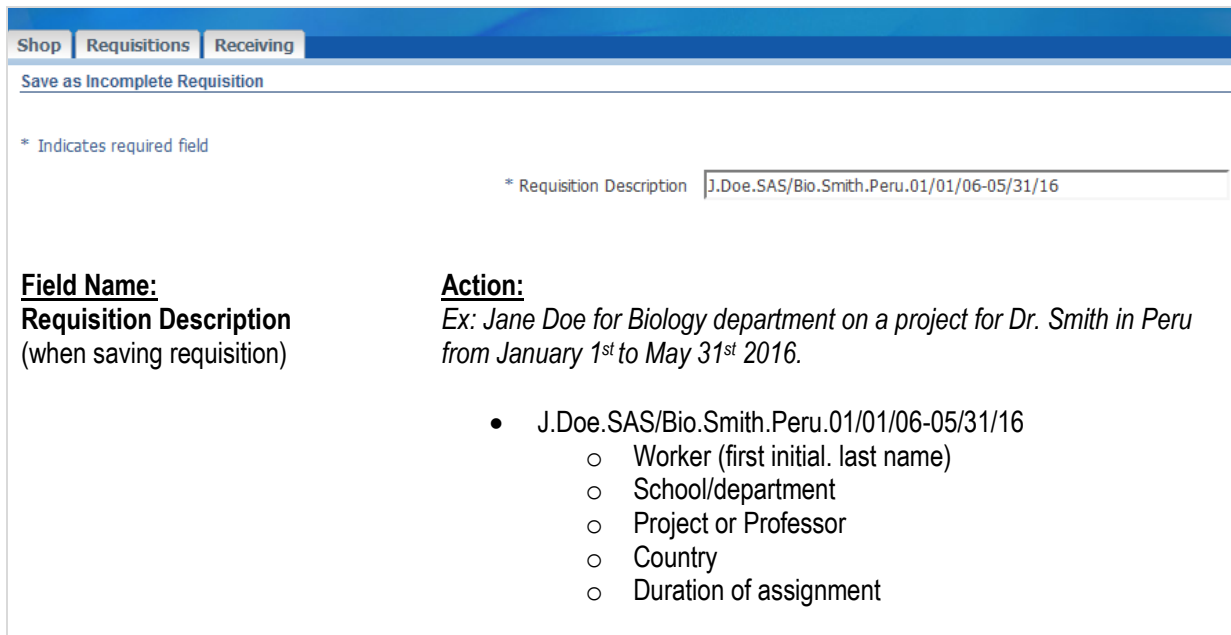
- Navigation:** Shop, Requisitions, Receiving. Marketplace Request | **Non-Marketplace Request**
- Item Information:**
 - * Item Type: Goods or services billed by amount
 - * Item Description: Jane Doe for Biology on a project for Dr. Smith in Peru from January 1st to May 31st 2016.
 - * Category: SERVICES.TEMPORARY. (Example: RESEARCH.LABORATORY)
 - * Amount: 50,000.
- Supplier Information:**
 - * Supplier Name: IWORKGLOBAL, LLC
 - * Site: SANFRANCISCO-1
 - Supplier Item #: [Empty field]
 - Additional Information: (Ex. Quote #, Promo code)
 - Supplier Contact Name: [Empty field]
 - Supplier Contact Phone: [Empty field]

Appendix: GUIDE FOR ENGAGING iWORK GLOBAL (cont'd)

Setting up Purchase Orders (cont'd)

Proceed through the PO process and save the requisition using the following naming conventions. Please use this format for every iWG related PO.

Requisition Naming Conventions



Shop Requisitions Receiving

Save as Incomplete Requisition

* Indicates required field

* Requisition Description J.Doe.SAS/Bio.Smith.Peru.01/01/06-05/31/16

Field Name:
Requisition Description
(when saving requisition)

Action:
Ex: Jane Doe for Biology department on a project for Dr. Smith in Peru from January 1st to May 31st 2016.

- J.Doe.SAS/Bio.Smith.Peru.01/01/06-05/31/16
 - Worker (first initial, last name)
 - School/department
 - Project or Professor
 - Country
 - Duration of assignment

Consult BEN Buy's [Requisitioner User Guide](#) or call BEN Helps at 6-HELP (215.746.4357) for assistance with BEN Financials. If asked to enter your 2-digit School/Center code, it is the first 2 digits of your CNAC. Contact the Financial Training Department for information on Requisitioner training.

Duration of the employment

GSS will remain the liaison between the Penn department/school and iWG for the entire employment and will be able to facilitate any concerns or questions between the two parties. The Penn department/school must contact GSS at the end of the employment or the early termination of the worker.

TELL GSS:

When the employment ends or if it is terminated.

Appendix: PEO Sample Service Questionnaire

iWG Service Questionnaire

Requisition Type (check all that apply):

- Employer of Record (pay rolling)
- Independent Contractor Screening
- Independent Contractor Invoicing & Payment Processing
- Other (*please explain*): [Click here to enter text.](#)

Assignment Information

1. Number of workers:
2. Expat or Local (*please circle*)
 - a. If expat, what nationality:
 - b. If expat, is the person in country now: YES NO
 - c. If expat, is visa needed: YES NO
3. Job title:
4. Type of work (with job description):
5. City and Country (worksite):
6. Start date: [Click here to enter a date.](#)
7. Length of project:
8. Full or Part-time Work (*Please circle*)
 - a. If part-time, approximately how many hours per week?
9. Is there travel? YES NO
 - a. If yes, In Country or Out of Country? (*Please circle*)
10. Base pay rate:
11. Other compensation, such as commission, allowances, bonuses, etc.:

Worker Information (if known)

1. Name:
2. Company Name (*if being engaged as an independent contractor*):
3. Contact Information
 - Email:
 - Tel:
 - SKYPE:
 - Home Address:

Appendix: iWorkGlobal – Pricing Sample

HONG KONG

EMPLOYER OF RECORD (EOR)								
Country	Pay Rate	Employer Burden	Deposit	Setup Fee	Markup % or Minimum Fee		Expense Processing	VAT
Hong Kong	US\$ 5,000	2.5%	1 Month	US\$ 500	20%	US\$ 1,150	10%	N/A

Notes:

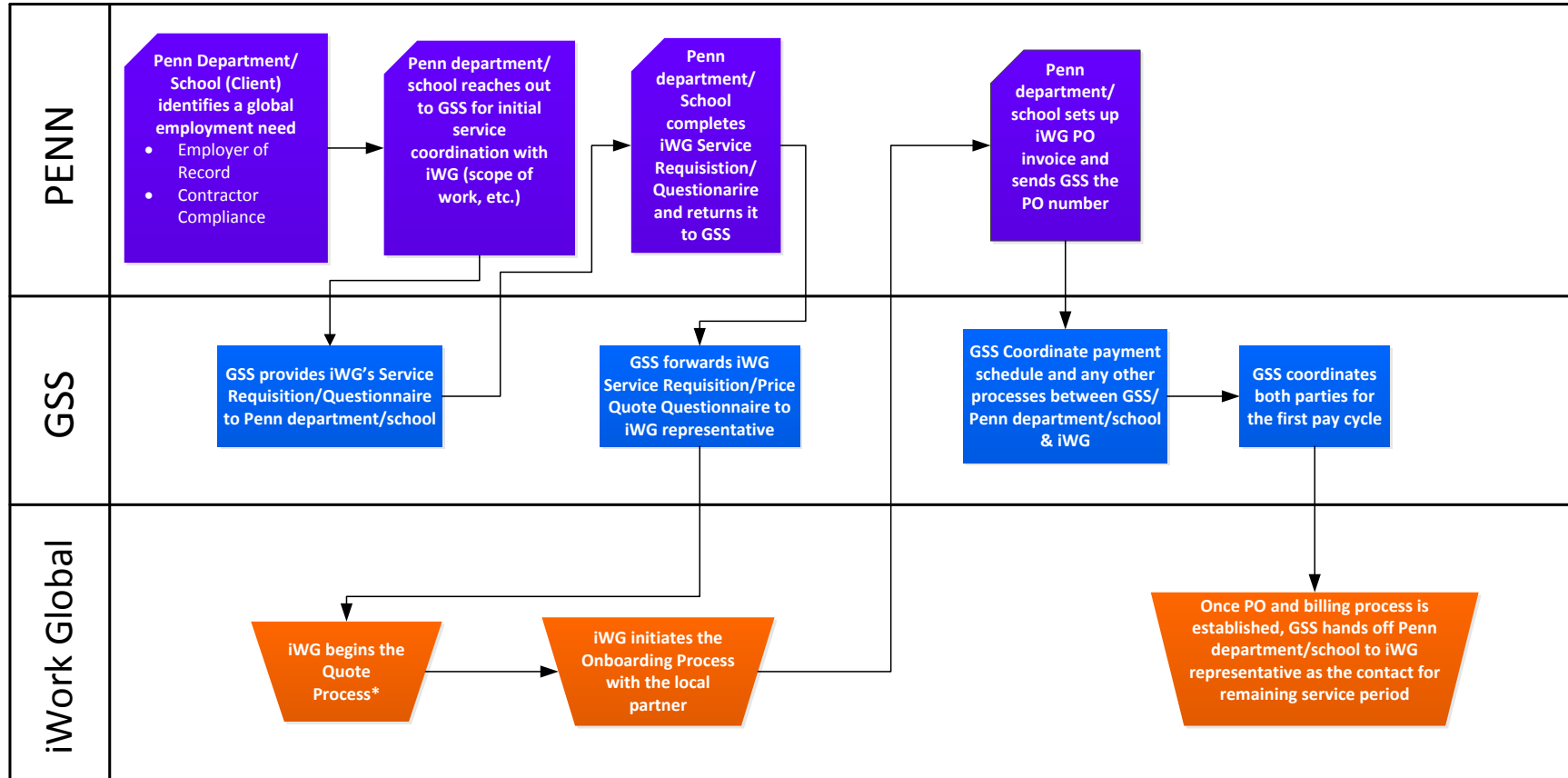
- Required statutory accruals are not included in the mark-up or fees.
- Employer Burden includes the direct cost of employment tax withholding that is the responsibility of the employer and may also include statutory benefits cost accruals such as vacation or termination charges.
- Deposit is a one-time, per worker fee.
- Setup Fee is a one-time, non-refundable, per worker fee.
- Mark-up % includes local supplier and iWG fees for services.
- Minimum Fee is the minimum charge per worker, per month.
- Expense processing indicates whether there is a separate fee for processing expenses when they are processed with pay. VAT is applied to expenses.
- VAT, if applicable is applied to the full invoiced amount. It applies to pay, employer burden, minimum fee and mark-up.

EMPLOYER OF RECORD (EOR) PRICING PARAMETERS:

- Number of workers: 1
- Expat¹ or Local: Local
- Job Title: Sales
- Country: Hong Kong
- Length of Project: 12 months
- Full or part-time work: Full-time
- Is there travel?: International travel
- Pay rate: 60,000 USD equivalent per year

¹ Expat – is a US citizen living in the country of employment. Local – is a national of that country. A 3rd party national – is a non-local and non-US citizen in the country of employment.

Appendix: PEO WORKFLOW PROCESS



*** - The Quote Process**

1. iWG presents pricing to GSS/Penn department/School
2. GSS/Penn department/School approves pricing
3. iWG issues agreement with approved pricing included
4. GSS/Penn department/School representative signs contract

Appendix: PEO Sample Service Requisition



Service Requisition	
Company Name:	
Requisition type (check all that apply)	
Employer of Record (payrolling):	
Independent Contractor Screening:	
Independent Contractor Invoicing & Payment Processing:	
Recruiting:	
Company Primary Contact Information	
Name:	
Title:	
Email:	
Tel:	
Address:	
SKYPE:	
Company Invoice Contact Information	
Name:	
Title:	
Email:	
Telephone:	
Address:	
Project Manager/Supervisor Information	
Name:	
Title:	
Email:	
Telephone:	
Worker Information	
Name:	
Company Name (if independent contractor):	
Country of Citizenship:	
<small>If worker is an expatriate, please attach a copy of any existing Visa or work permit.</small>	
Is the worker currently employed?	
<small>If yes, what amount of notice needs to be given to end that engagement?</small>	
Worker Contact Information	
Email:	
Telephone:	
SKYPE:	
Address:	
Worksite Information	
Address:	
<small>Will worker be working from home?</small>	
Assignment Information	
Country:	
<small>Does your company have an entity established in this country?</small>	
End Date:	
Start Date:	
End Date:	
Job Title:	
Full-time or Part-time:	
<small>If part-time, how many hours per week?</small>	
Has an offer letter been provided to the worker?	
<small>If yes, please attach a copy</small>	
Compensation	
Base Salary:	
Currency:	
Frequency (please check):	
Monthly:	
Weekly:	
Hourly:	
Annually:	
Other, please explain:	
Overtime authorized? (Y/N):	
Expense reimbursement authorized? (Y/N):	
Commission authorized? (Y/N):	
<small>If yes, please explain:</small>	
Bonus authorized? (Y/N):	
<small>If yes, please explain:</small>	
Other Compensation, please explain:	
Travel required? (Y/N):	
<small>If yes, local, international, or both?</small>	
Equipment provided to worker?	
<small>If yes, please explain:</small>	
Job Description - Enter Description or Attach	
Other Information - Immigration, relocation, etc.	

**UNIVERSITY OF PENNSYLVANIA
SAMPLE CONTRACT FOR SERVICES RENDERED BY A NON-U.S.
CONSULTANT/INDEPENDENT CONTRACTOR OUTSIDE OF THE U.S.**

THIS AGREEMENT made this [ENTER DATE] by and between The Trustees of the University of Pennsylvania, a Pennsylvania tax-exempt institution of higher education organized under the laws of the Commonwealth of Pennsylvania, having its principal address at 3451 Walnut Street, Philadelphia, Pennsylvania 19104 (hereafter referred to as the "University") and [ENTER CONTRACTOR'S NAME AND ADDRESS] (hereafter referred to as the "Service Provider").

W I T N E S E T H:

WHEREAS, the University desires to contract with the Service Provider for the provision of certain services as hereinafter set forth; and

WHEREAS, Service Provider hereby represents to the University that it has the skill, experience and all requisite occupational licenses to provide the Services called for under this Agreement in a first class and professional manner;

NOW, THEREFORE, as hereinafter set forth and for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. Description of Services. On or before the dates specified in the attached Scope of Services, the Service Provider shall perform, complete and provide to the University, in a first class and professional manner as approved by the University, the Services described in the Scope of Services attached hereto as Exhibit A (collectively, the "Services").

All work to be performed by the Service Provider under this Agreement shall be performed by Service Provider unless the University agrees in writing that certain specified portions of the work may be performed by agents, contractors, or subcontractors of Service Provider. This restriction shall not apply to typing, filing and other similar clerical work.

In performing the Services, Service Provider shall coordinate its work with the work of other consultants and other University offices whose activities may have a bearing on the Services to be provided hereunder. The University's Principal Contact Person will identify any consultant or University office whose work will be relevant to the work of Service Provider under this Agreement.

2. Fee.

A. Base Fee. The University agrees to pay the Service Provider the sum specified in the Scope of Services as full consideration for the performance of the Services. Payment of such sum shall be in accordance with the schedule of payments set forth in the Scope of Services. All payments shall be due on the later to occur of (i) completion of the Services or agreed upon portion of the Services (if partial payments are provided for in the Scope of Services) for which payment is sought and (ii) 30 days after invoicing.

B. Additional Services. The University may require Service Provider to perform services in excess of those contemplated by the Scope of Services. Such services shall be provided at the rates specified in Exhibit A or, if Exhibit A does not set compensation for additional services, then at a mutually agreed upon cost. No work performed by the Service Provider which is beyond the scope of the Services described in Exhibit A shall be deemed additional services for which compensation shall be payable unless the amount of such additional fees and the scope of such additional services shall have been agreed to in writing, in advance, by the University.

3. Principal Contact Person.

A. The University's Principal Contact Person under this Agreement shall be [ENTER INTERNAL CONTACT NAME] and all correspondence, reports and inquiries regarding this Agreement shall be directed to that person. Any additional services under this Agreement may be authorized only by the Principal Contact Person.

B. The Principal Contact Person of the Service Provider for all purposes under this Agreement shall be [ENTER SERVICE PROVIDER'S NAME] and all correspondence and inquiries regarding their Agreement shall be directed to that person.

4. Insurance. The Service Provider, at its own cost and expense, shall obtain and maintain in force during the term of this Agreement, the following insurance coverages:

A. A policy of professional liability insurance affording protection in amounts not less than \$2,000,000 USD, including but not limited to its indemnification obligations, and shall present a certificate of insurance, acceptable to the University, evidencing its insurance coverages, prior to or at the time of execution of this Agreement. If the aforementioned limit requirement contradicts the regional or geographic standards in the location where the service will be provided then the requirement shall default to the regional or geographical standards.

B. A policy of commercial general liability, including contractual liability, in amounts not less than \$2,000,000 USD, including but not limited to its indemnification obligations, and shall present a certificate of insurance, acceptable to the University, evidencing its insurance coverages, prior to or at the time of execution of this Agreement. If the aforementioned limit requirement contradicts the regional or geographic standards in the location where the service will be provided then the requirement shall default to the regional or geographical standards.

5. Indemnification. To the extent permitted by law, the parties agree to indemnify and hold harmless one another, their successors, assigns, trustees, officers, employees, agents and students from and against all action, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorneys' fees), whether known or unknown, present or future, that arise from or are connected with the provision of the Services and the negotiation, execution and performance of this Agreement, except as to those acts, errors and omissions that are due to the breach of this agreement by either party or the sole negligence of one of the indemnified parties or the willful acts of one of the indemnified parties' successors, assigns, trustees, officers, employees, agents, or students.

6. Cooperation in the Event of Lawsuits. In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any person against the University, the Service Provider shall, at its own cost and expense, provide the University with all reasonable information and assistance in the defense or other disposition thereof.

7. Assignment. The Service Provider may not assign this Agreement or subcontract any portion of the Services without the prior written consent of the University, which consent may be withheld for any reason whatsoever or for no reason.

8. Performance of Services.

A. In providing the Services, the Service Provider and its agents, employees, contractors and subcontractors shall comply with all reasonable procedures prescribed by the University for coordination of the Services with the functions, activities and operations of the University. The Service Provider shall not permit any union conflict to arise in connection with the provision of the Services.

B. **[Optional]** University shall request that project plans, progress reports, activity reports, and similar records be provided by the Service Provider on a regular or periodic basis. These plans and reports shall be in such form and setting forth such information and data as is reasonably requested by University.

9. Independent Contractor Relationship. In performing any and all of the Services to be provided under this Agreement, Service Provider shall at all times and for all purposes be and remain an independent contractor and in no case and under no circumstances shall Service Provider or any of its employees, including but not limited to those of its employees actually performing any of the Services, be considered or otherwise deemed to be employees or agents of the University for any purpose whatsoever. Accordingly, neither Service Provider nor any of its employees or agents shall be or become entitled to any of the compensation or their employment-related benefits of any nature whatsoever which employees of the University receive or have the authority to enter into any contract for or on behalf of the University or otherwise bind the University in any manner whatsoever.

10. Taxes. The Service Provider is responsible for any taxes imposed on its gross or net income or revenues as well as on payments to employees, agents, contractors, and subcontractors, including but not limited to income tax or VAT. Additionally, University shall not be responsible for withholding, collection of, or paying any taxes, including, without limitation income and social taxes, for the Service Provider or any Service Provider personnel. In the event withholding of taxes from any amount due hereunder is required under applicable law, University shall deduct, withhold, and remit the appropriate amount. If the Service Provider claims any exemption from or reduction in withholding taxes, then the Service Provider shall provide University with a valid tax exemption certificate or other acceptable evidence that the Service Provider is exempt from tax or qualifies for a reduced rate.

11. Intellectual Property.

A. Service Provider hereby assigns to the University any and all rights, title and interest, including, without limitation, copyrights, trade secrets and proprietary rights to the deliverables developed or prepared specifically for the University hereunder (the "Deliverables"). The Deliverables shall be deemed to be "works made for hire" under the federal copyright laws. Service Provider agrees to give the University reasonable assistance, at the University's expense, to perfect such assignment of such rights, title and interest. To the extent the Deliverables include data, modules, components, designs, utilities, subsets, objects, processes, tools, models and specifications ("Technical Elements") owned or developed by service provider prior to, or independently from, its engagement hereunder, Service Provider shall designate such Technical Elements prior to execution of this Agreement and shall grant to the University a perpetual, worldwide, fully paid-up limited license to use such Technical Elements or other Service Provider proprietary property for University related purposes.

B. Service Provider warrants that neither the products, processes, computer software, software modules, media, documentation or other materials provided to the University under this Agreement, nor their use by the University will infringe or constitute an infringement of any copyright, patent, trademark or other proprietary right of any third party.

C. Neither party to this Agreement shall, without first obtaining the written consent of the other, advertise or publish the fact that the parties have contracted with each other or otherwise use the other party's name, logos, or trademarks in any advertisement, publicity or other publication.

D. No party shall have the right or authority to use the seal, name, trademarks and brand of the other party or imply any endorsement by the other party. Consultant agrees not to use the name of the University or to quote the opinion of any of the University's employees in any advertising without obtaining the prior written consent of University.

E. The University agrees the Service Provider may use copies of reports and work product for case studies, marketing and/or reference materials for other client assignments so long as the University's name or logo are not revealed.

F. The Service Provider represents that the Service Provider is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Service Provider and any third party. Further, the Service Provider, in rendering the Service Provider's duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which the Service Provider does not have a proprietary interest.

12. Default. In the event that the Service Provider neglects or fails to perform or observe any of the terms, covenants or conditions of this Agreement [and such neglect or failure is not remedied within ten (10) days after the Service Provider has received written notice from the University specifying such neglect or failure], such neglect or failure shall constitute a breach of this Agreement and the University shall be entitled to exercise, without further notice to the Service Provider, any and all legal and equitable rights and remedies (including the remedy of termination or specific performance) which it may have against the Service Provider.

13. Termination. Notwithstanding any other provision of this Agreement to the contrary, the University shall have the right to terminate this Agreement at any time upon seven (7) days' prior written notice to the Service Provider. Upon such termination, the Service Provider shall be paid for all work performed in accordance with this Agreement through the date of termination but shall not be entitled to any additional payments whether on account of lost profit or otherwise.

14. Compliance with Laws. The Service Provider shall comply, at its own cost and expense, with the provisions of all county and municipal laws, ordinances, regulations and orders pertaining to the performance and provision of the Services. The Service Provider shall take all measures necessary to promptly remedy any violation(s) of any such law, ordinance, rule, regulation or order.

15. Equal Employment Opportunity. In connection with the performance of the Services under this Agreement, the Service Provider agrees as follows:

A. The Service Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability.

B. The Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, national origin, or disability.

C. In the event of the Service Provider's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended, in whole or in part and the Service Provider may be declared ineligible for further contracts.

16. Mechanics' Liens. The Service Provider hereby waives and relinquishes the right to any and all mechanics' and/or material persons' liens that it may acquire or otherwise be entitled to in connection with the provision of the Services. The Service Provider will, from time to time, execute and deliver any instruments or other documents required by the University to effectuate the provisions of this paragraph.

17. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

18. Notices. All notices or other communications required or permitted under this Agreement shall be deemed duly given if in writing and delivered personally or sent by registered or certified mail,

return receipt requested, first-class postage prepaid, (a) if to the University, at University of Pennsylvania, [ENTER INTERNAL CONTACT'S ADDRESS ATTN: INTERNAL CONTACT'S NAME] (with a copy to General Counsel, Office of the General Counsel, University of Pennsylvania, 2929 Walnut Street, Suite 400, Philadelphia, PA 19104-5099), and (b) if to the Service Provider, at [ENTER SERVICE PROVIDER'S ADDRESS ATTN.: SERVICE PROVIDER'S NAME.] Notices will be deemed given on the date of delivery (in the case of personal delivery) or at the time of mailing (in the case of mail delivery). Either party may change its notice address by giving the other party notice of such change in writing.

19. Confidential Information. All information and data (including but not limited to all email, phone and contact lists, reports, papers, plans, drawings, specifications, charts and all other forms of graphics, computer programs and all other forms of electronic media, tape recordings and all other forms of audio recordings, photographs [including but not limited to motion pictures], negative images, transparencies, and other documentation, illustrations, and graphic and/or audio presentations of any nature whatsoever) relating to the business or operations of the University acquired or developed by Service Provider pursuant to, or in connection with, the performance of the Services, including but not limited to Service Provider's Work Product (hereinafter referred to collectively as the "Protected Information"), shall be treated by Service Provider as proprietary to the University and held in strict confidence, and shall not be disclosed to any person or entity whatsoever without the prior written consent of the University, except that the University agrees the Service Provider may use copies of reports and work product for case studies, marketing and/or reference materials for other client assignments so long as the University's name or logo are not revealed. This section shall not apply to any information or data which: (a) Service Provider shall have lawfully possessed before entering into this Agreement; (b) shall be lawfully acquired by Service Provider in circumstances or in a manner not resulting from, or related to, this Agreement or the performance of the Services; (c) becomes part of the public domain in any manner other than the publication thereof in violation of this Agreement or otherwise unlawfully; (d) is disclosed by Service Provider with the prior written approval of the University; or (e) is otherwise required by applicable law to be disclosed by Service Provider (but then only to the extent that, and only to the recipient or recipients to whom or which, such disclosure is required; and only after Service Provider has given the University at least ten (10) days' advance written notice of such disclosure).

20. OFAC Sanctions. The Service Provider shall not use the University's funds, equipment, technology or any other University-furnished material in any transaction with a U.S. sanctioned country, person or entity listed by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) at website: <http://www.treas.gov/offices/enforcement/ofac>.

21. Export Controls. The Service Provider and University do not intend to provide to each other any technology, technical data or other information identified on any US export control list, including the Commerce Control List (CCL) at 15 CFR 774 and the US Munitions List at 22 CFR 121. In the event of any noncompliance with this Article or transaction prohibited under OFAC, whether caused by the Service Provider or otherwise, University shall have the right to terminate this Agreement immediately under the Article on "Termination."

22. Anti-corruption Provisions. The Service Provider represents and warrants that the Service Provider is familiar with the provisions of the U.S. Foreign Corrupt Practices Act ("FCPA"), codified at 15 U.S.C. §§ 78m, 78dd, 78ff, and any applicable international and local country anti-bribery and anti-corruption laws, decrees and regulations (hereinafter referred to as "Anti-Corruption Laws"). The Service Provider will notify the University if any personnel, agent, contractor, or subcontractor is a government official, political party official, or candidate for public office and is affiliated with any such official or candidate. The Service Provider shall not violate the Anti-Corruption Laws in connection with its activities under this Agreement, and shall take no actions that could subject the University to liability under such applicable Anti-Corruption Laws. The University reserves the right to withhold payment to the Service Provider under this Agreement and to terminate the Agreement if the University receives information causing the University to believe in

good faith that the Service Provider has taken any action that could subject University to liability under the Anti-Corruption Laws.

23. General

A. Binding Effect. The covenants, conditions, terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and, subject to the provisions of paragraph 7, each of their respective personal representatives, successors and assigns.

B. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania of the United States of America

C. Codes and Regulations. All services performed under this Agreement shall conform to all applicable laws, codes and regulations of [ENTER COUNTRY] and the United States, and Service Provider will carry out Service Provider's duties in an ethical manner. Unless otherwise provided, the codes and regulations referred to above shall be the latest edition or revision in effect as of the effective date of this Agreement. Nothing in this Agreement shall be construed as requiring or permitting services that are contrary to the above-referenced codes and regulations. It is understood and agreed that all activities, obligations and duties undertaken by Service Provider are to be undertaken subject to and in conformance with all rules, regulations and laws governing University, as applicable, and subject to and in conformance with all University policies, including but not limited to University's research policies including its Openness in Research Policy.

D. Waiver of Default. No failure by the University to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by the University of Services during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision. No term, covenant, agreement or provision of this Agreement and no breach thereof shall be waived, altered or modified except by a written instrument executed by the parties. No waiver of any breach shall affect this Agreement, but each and every term, covenant, agreement and provision of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

E. Final Agreement. This Agreement contains the final and entire agreement between the parties and is intended to be an integration of all prior agreements between them regarding the Services. The parties hereto shall not be bound by any agreements, conditions, representations or warranties relating to the provision of the Services, oral or written, express or implied, not contained herein.

F. Time of the Essence. Time is of the essence in the performance of all obligations under this Agreement. In the event that the Service Provider fails for any reason whatsoever other than force majeure to perform and complete the Services in accordance with the schedule, such failure shall constitute a breach of this Agreement.

G. Severability. In the event that, for any reason whatsoever, any clause or provision of this Agreement (or the application of such clause or provision to a particular set of circumstances) is held or declared to be invalid, illegal or unenforceable, such holding or declaration shall not in any way affect the validity or enforceability of any other clause or provision of this Agreement (or the application of such clause or provision to a different set of circumstances).

H. Captions. The captions to the paragraphs in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.

Appendix: INTERNATIONAL INDEPENDENT ENTITY CONTRACT AGREEMENT

I. **Counterparts.** This Agreement has been executed in several counterparts, but all counterparts shall constitute one and the same instrument.

J. **Service Agreement Governs.** If any provisions of this Service Agreement are inconsistent with or contradict the Scope of Services document attached hereto as Exhibit A, this Service Agreement shall govern.

K. **Legal Status.** The Service Provider confirms that the Service Provider is a resident of or a registered entity in [ENTER COUNTRY], and has acquired and satisfied all legal requirements, authorizations, and permits to perform all services under this Agreement in [ENTER COUNTRY].

L. **Original Signatures.** The parties hereby agree that facsimile signatures whether transmitted by telephonic facsimile machine or computer transmitted files will be considered original signatures for all purposes including, but not limited to, authentication of this document (or any amendment prepared and executed in accordance with the terms of this document) in any legal proceeding.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed as of the day and year first above written.

THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA

Signature: _____ Date: _____
Purchasing Representative's Name
Title, Purchasing Services

INDEPENDENT CONTRACTOR

Signature: _____ Date: _____
Service Provider's Name

Check One:

- _____ Partnership or LLC
- _____ Corporation
- _____ Local University or NGO
- _____ Other _____
(indicate entity type)

EXHIBIT A
Scope of Services

OBJECTIVES

COSTS AND FEES

Proposed consulting fee for one person to be onsite to include activities identified in the scope fees is as follows:

\$XX per hour (not to exceed XXX hours)

XX months engagement

AVAILABILITY

I will be available to begin this engagement on the week of DATE, 201X expected completion, DATE, 201X.

**UNIVERSITY OF PENNSYLVANIA
SAMPLE CONTRACT FOR SERVICES RENDERED BY A NON-U.S.
CONSULTANT/INDEPENDENT CONTRACTOR OUTSIDE OF THE U.S.**

THIS AGREEMENT made this [ENTER DATE] by and between The Trustees of the University of Pennsylvania, a Pennsylvania tax-exempt institution of higher education organized under the laws of the Commonwealth of Pennsylvania, having its principal address at 3451 Walnut Street, Philadelphia, Pennsylvania 19104 (hereafter referred to as the "University") and [ENTER CONTRACTOR'S NAME AND ADDRESS] (hereafter referred to as the "Service Provider").

W I T N E S E T H:

WHEREAS, the University desires to contract with the Service Provider for the provision of certain services as hereinafter set forth; and

WHEREAS, the Service Provider hereby represents to the University that it has the skill, experience and all requisite occupational licenses to provide the Services called for under this Agreement in a first class and professional manner;

NOW, THEREFORE, as hereinafter set forth and for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. Description of Services. On or before the dates specified in the attached Scope of Services, the Service Provider shall perform, complete and provide to the University, in a first class and professional manner as approved by the University, the Services described in the Scope of Services attached hereto as Exhibit A (collectively, the "Services").

All work to be performed by the Service Provider under this Agreement shall be performed by Service Provider unless the University agrees in writing that certain specified portions of the work may be performed by agents, contractors, or subcontractors of Service Provider. This restriction shall not apply to typing, filing and other similar clerical work.

In performing the Services, Service Provider shall coordinate its work with the work of other consultants and other University offices whose activities may have a bearing on the Services to be provided hereunder. The University's Principal Contact Person will identify any consultant or University office whose work will be relevant to the work of Service Provider under this Agreement.

2. Fee.

A. Base Fee. The University agrees to pay the Service Provider the sum specified in the Scope of Services as full consideration for the performance of the Services. Payment of such sum shall be in accordance with the schedule of payments set forth in the Scope of Services. All payments shall be due on the later to occur of (i) completion of the Services or agreed upon portion of the Services (if partial payments are provided for in the Scope of Services) for which payment is sought and (ii) 30 days after invoicing.

B. Additional Services. The University may require Service Provider to perform services in excess of those contemplated by the Scope of Services. Such services shall be provided at the rates specified in Exhibit A or, if Exhibit A does not set compensation for additional services, then at a mutually agreed upon cost. No work performed by the Service Provider which is beyond the scope of the Services described in Exhibit A shall be deemed additional services for which compensation shall be payable unless the amount of such additional fees and the scope of such additional services shall have been agreed to in writing, in advance, by the University.

3. Principal Contact Person.

A. The University's Principal Contact Person under this Agreement shall be [ENTER INTERNAL CONTACT NAME] and all correspondence, reports and inquiries regarding this Agreement shall be directed to that person. Any additional services under this Agreement may be authorized only by the Principal Contact Person.

B. The Principal Contact Person of the Service Provider for all purposes under this Agreement shall be [ENTER SERVICE PROVIDER'S NAME] and all correspondence and inquiries regarding their Agreement shall be directed to that person.

4. Insurance. The Service Provider, at its own cost and expense, shall obtain and maintain in force during the term of this Agreement, the following insurance coverages:

A. A policy of professional liability insurance affording protection in amounts not less than \$2,000,000 USD, including but not limited to its indemnification obligations, and shall present a certificate of insurance, acceptable to the University, evidencing its insurance coverages, prior to or at the time of execution of this Agreement. If the aforementioned limit requirement contradicts the regional or geographic standards in the location where the service will be provided then the requirement shall default to the regional or geographical standards.

B. A policy of commercial general liability, including contractual liability, in amounts not less than \$2,000,000 USD, including but not limited to its indemnification obligations, and shall present a certificate of insurance, acceptable to the University, evidencing its insurance coverages, prior to or at the time of execution of this Agreement. If the aforementioned limit requirement contradicts the regional or geographic standards in the location where the service will be provided then the requirement shall default to the regional or geographical standards.

5. Indemnification. To the extent permitted by law, the parties agree to indemnify and hold harmless one another, their successors, assigns, trustees, officers, employees, agents and students from and against all action, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorneys' fees), whether known or unknown, present or future, that arise from or are connected with the provision of the Services and the negotiation, execution and performance of this Agreement, except as to those acts, errors and omissions that are due to the breach of this agreement by either party or the sole negligence of one of the indemnified parties or the willful acts of one of the indemnified parties' successors, assigns, trustees, officers, employees, agents, or students.

6. Cooperation in the Event of Lawsuits. In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any person against the University, the Service Provider shall, at its own cost and expense, provide the University with all reasonable information and assistance in the defense or other disposition thereof.

7. Assignment. The Service Provider may not assign this Agreement or subcontract any portion of the Services without the prior written consent of the University, which consent may be withheld for any reason whatsoever or for no reason.

8. Performance of Services.

A. In providing the Services, the Service Provider and its agents, employees, contractors and subcontractors shall comply with all reasonable procedures prescribed by the University for coordination of the Services with the functions, activities and operations of the University. The Service Provider shall not permit any union conflict to arise in connection with the provision of the Services.

B. **[Optional]** University shall request that project plans, progress reports, activity reports, and similar records be provided by the Service Provider on a regular or periodic basis. These plans and reports shall be in such form and setting forth such information and data as is reasonably requested by University.

9. Independent Contractor Relationship. In performing any and all of the Services to be provided under this Agreement, Service Provider shall at all times and for all purposes be and remain an independent contractor and in no case and under no circumstances shall Service Provider or any of its employees, including but not limited to those of its employees actually performing any of the Services, be considered or otherwise deemed to be employees or agents of the University for any purpose whatsoever. Accordingly, neither Service Provider nor any of its employees or agents shall be or become entitled to any of the compensation or their employment-related benefits of any nature whatsoever which employees of the University receive or have the authority to enter into any contract for or on behalf of the University or otherwise bind the University in any manner whatsoever.

10. Taxes. The Service Provider is responsible for any taxes imposed on its gross or net income or revenues as well as on payments to employees, agents, contractors, and subcontractors, including but not limited to income tax or VAT. Additionally, University shall not be responsible for withholding, collection of, or paying any taxes, including, without limitation income and social taxes, for the Service Provider or any Service Provider personnel. In the event withholding of taxes from any amount due hereunder is required under applicable law, University shall deduct, withhold, and remit the appropriate amount. If the Service Provider claims any exemption from or reduction in withholding taxes, then the Service Provider shall provide University with a valid tax exemption certificate or other acceptable evidence that the Service Provider is exempt from tax or qualifies for a reduced rate.

11. Intellectual Property.

A. Service Provider hereby assigns to the University any and all rights, title and interest, including, without limitation, copyrights, trade secrets and proprietary rights to the deliverables developed or prepared specifically for the University hereunder (the "Deliverables"). The Deliverables shall be deemed to be "works made for hire" under the federal copyright laws. Service Provider agrees to give the University reasonable assistance, at the University's expense, to perfect such assignment of such rights, title and interest. To the extent the Deliverables include data, modules, components, designs, utilities, subsets, objects, processes, tools, models and specifications ("Technical Elements") owned or developed by service provider prior to, or independently from, its engagement hereunder, Service Provider shall designate such Technical Elements prior to execution of this Agreement and shall grant to the University a perpetual, worldwide, fully paid-up limited license to use such Technical Elements or other Service Provider proprietary property for University related purposes.

B. Service Provider warrants that neither the products, processes, computer software, software modules, media, documentation or other materials provided to the University under this Agreement, nor their use by the University will infringe or constitute an infringement of any copyright, patent, trademark or other proprietary right of any third party.

C. Neither party to this Agreement shall, without first obtaining the written consent of the other, advertise or publish the fact that the parties have contracted with each other or otherwise use the other party's name, logos, or trademarks in any advertisement, publicity or other publication.

D. No party shall have the right or authority to use the seal, name, trademarks and brand of the other party or imply any endorsement by the other party. Consultant agrees not to use the name of the University or to quote the opinion of any of the University's employees in any advertising without obtaining the prior written consent of University.

E. The University agrees the Service Provider may use copies of reports and work product for case studies, marketing and/or reference materials for other client assignments so long as the University's name or logo are not revealed.

F. The Service Provider represents that the Service Provider is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Service

Provider and any third party. Further, the Service Provider, in rendering the Service Provider's duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which the Service Provider does not have a proprietary interest.

12. Default. In the event that the Service Provider neglects or fails to perform or observe any of the terms, covenants or conditions of this Agreement [and such neglect or failure is not remedied within ten (10) days after the Service Provider has received written notice from the University specifying such neglect or failure], such neglect or failure shall constitute a breach of this Agreement and the University shall be entitled to exercise, without further notice to the Service Provider, any and all legal and equitable rights and remedies (including the remedy of termination or specific performance) which it may have against the Service Provider.

13. Termination. Notwithstanding any other provision of this Agreement to the contrary, the University shall have the right to terminate this Agreement at any time upon seven (7) days' prior written notice to the Service Provider. Upon such termination, the Service Provider shall be paid for all work performed in accordance with this Agreement through the date of termination but shall not be entitled to any additional payments whether on account of lost profit or otherwise.

14. Compliance with Laws. The Service Provider shall comply, at its own cost and expense, with the provisions of all county and municipal laws, ordinances, regulations and orders pertaining to the performance and provision of the Services. The Service Provider shall take all measures necessary to promptly remedy any violation(s) of any such law, ordinance, rule, regulation or order.

15. Equal Employment Opportunity. In connection with the performance of the Services under this Agreement, the Service Provider agrees as follows:

A. The Service Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability.

B. The Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, national origin, or disability.

C. In the event of the Service Provider's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended, in whole or in part and the Service Provider may be declared ineligible for further contracts.

16. Mechanics' Liens. The Service Provider hereby waives and relinquishes the right to any and all mechanics' and/or material persons' liens that it may acquire or otherwise be entitled to in connection with the provision of the Services. The Service Provider will, from time to time, execute and deliver any instruments or other documents required by the University to effectuate the provisions of this paragraph.

17. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

18. Notices. All notices or other communications required or permitted under this Agreement shall be deemed duly given if in writing and delivered personally or sent by registered or certified mail, return receipt requested, first-class postage prepaid, (a) if to the University, at University of Pennsylvania, [ENTER INTERNAL CONTACT'S ADDRESS ATTN: INTERNAL CONTACT'S NAME] (with a copy to General Counsel, Office of the General Counsel, University of Pennsylvania, 2929 Walnut Street, Suite 400, Philadelphia, PA 19104-5099), and (b) if to the Service Provider, at [ENTER SERVICE PROVIDER'S ADDRESS ATTN.: SERVICE PROVIDER'S NAME.] Notices will be deemed given on

the date of delivery (in the case of personal delivery) or at the time of mailing (in the case of mail delivery). Either party may change its notice address by giving the other party notice of such change in writing.

19. Confidential Information. All information and data (including but not limited to all email, phone and contact lists, reports, papers, plans, drawings, specifications, charts and all other forms of graphics, computer programs and all other forms of electronic media, tape recordings and all other forms of audio recordings, photographs [including but not limited to motion pictures], negative images, transparencies, and other documentation, illustrations, and graphic and/or audio presentations of any nature whatsoever) relating to the business or operations of the University acquired or developed by Service Provider pursuant to, or in connection with, the performance of the Services, including but not limited to Service Provider's Work Product (hereinafter referred to collectively as the "Protected Information"), shall be treated by Service Provider as proprietary to the University and held in strict confidence, and shall not be disclosed to any person or entity whatsoever without the prior written consent of the University, except that the University agrees the Service Provider may use copies of reports and work product for case studies, marketing and/or reference materials for other client assignments so long as the University's name or logo are not revealed. This section shall not apply to any information or data which: (a) Service Provider shall have lawfully possessed before entering into this Agreement; (b) shall be lawfully acquired by Service Provider in circumstances or in a manner not resulting from, or related to, this Agreement or the performance of the Services; (c) becomes part of the public domain in any manner other than the publication thereof in violation of this Agreement or otherwise unlawfully; (d) is disclosed by Service Provider with the prior written approval of the University; or (e) is otherwise required by applicable law to be disclosed by Service Provider (but then only to the extent that, and only to the recipient or recipients to whom or which, such disclosure is required; and only after Service Provider has given the University at least ten (10) days' advance written notice of such disclosure).

20. OFAC Sanctions. The Service Provider shall not use the University's funds, equipment, technology or any other University-furnished material in any transaction with a U.S. sanctioned country, person or entity listed by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) at website: <http://www.treas.gov/offices/enforcement/ofac>.

21. Export Controls. The Service Provider and University do not intend to provide to each other any technology, technical data or other information identified on any US export control list, including the Commerce Control List (CCL) at 15 CFR 774 and the US Munitions List at 22 CFR 121. In the event of any noncompliance with this Article or transaction prohibited under OFAC, whether caused by the Service Provider or otherwise, University shall have the right to terminate this Agreement immediately under the Article on "Termination."

22. Anti-corruption Provisions. The Service Provider represents and warrants that the Service Provider is familiar with the provisions of the U.S. Foreign Corrupt Practices Act ("FCPA"), codified at 15 U.S.C. §§ 78m, 78dd, 78ff, and any applicable international and local country anti-bribery and anti-corruption laws, decrees and regulations (hereinafter referred to as "Anti-Corruption Laws"). The Service Provider will notify the University if any personnel, agent, contractor, or subcontractor is a government official, political party official, or candidate for public office and is affiliated with any such official or candidate. The Service Provider shall not violate the Anti-Corruption Laws in connection with its activities under this Agreement, and shall take no actions that could subject the University to liability under such applicable Anti-Corruption Laws. The University reserves the right to withhold payment to the Service Provider under this Agreement and to terminate the Agreement if the University receives information causing the University to believe in good faith that the Service Provider has taken any action that could subject University to liability under the Anti-Corruption Laws.

23. General

Appendix: INTERNATIONAL INDEPENDENT INDIVIDUAL CONTRACT AGREEMENT

A. **Binding Effect.** The covenants, conditions, terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and, subject to the provisions of paragraph 7, each of their respective personal representatives, successors and assigns.

B. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania of the United States of America

C. **Codes and Regulations.** All services performed under this Agreement shall conform to all applicable laws, codes and regulations of [ENTER COUNTRY] and the United States, and Service Provider will carry out Service Provider's duties in an ethical manner. Unless otherwise provided, the codes and regulations referred to above shall be the latest edition or revision in effect as of the effective date of this Agreement. Nothing in this Agreement shall be construed as requiring or permitting services that are contrary to the above-referenced codes and regulations. It is understood and agreed that all activities, obligations and duties undertaken by Service Provider are to be undertaken subject to and in conformance with all rules, regulations and laws governing University, as applicable, and subject to and in conformance with all University policies, including but not limited to University's research policies including its Openness in Research Policy.

D. **Waiver of Default.** No failure by the University to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by the University of Services during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision. No term, covenant, agreement or provision of this Agreement and no breach thereof shall be waived, altered or modified except by a written instrument executed by the parties. No waiver of any breach shall affect this Agreement, but each and every term, covenant, agreement and provision of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

E. **Final Agreement.** This Agreement contains the final and entire agreement between the parties and is intended to be an integration of all prior agreements between them regarding the Services. The parties hereto shall not be bound by any agreements, conditions, representations or warranties relating to the provision of the Services, oral or written, express or implied, not contained herein.

F. **Time of the Essence.** Time is of the essence in the performance of all obligations under this Agreement. In the event that the Service Provider fails for any reason whatsoever other than force majeure to perform and complete the Services in accordance with the schedule, such failure shall constitute a breach of this Agreement.

G. **Severability.** In the event that, for any reason whatsoever, any clause or provision of this Agreement (or the application of such clause or provision to a particular set of circumstances) is held or declared to be invalid, illegal or unenforceable, such holding or declaration shall not in any way affect the validity or enforceability of any other clause or provision of this Agreement (or the application of such clause or provision to a different set of circumstances).

H. **Captions.** The captions to the paragraphs in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.

I. **Counterparts.** This Agreement has been executed in several counterparts, but all counterparts shall constitute one and the same instrument.

J. **Service Agreement Governs.** If any provisions of this Service Agreement are inconsistent with or contradict the Scope of Services document attached hereto as Exhibit A, this Service Agreement shall govern.

K. Legal Status. The Service Provider confirms that the Service Provider is a resident of or a registered entity in [ENTER COUNTRY], and has acquired and satisfied all legal requirements, authorizations, and permits to perform all services under this Agreement in [ENTER COUNTRY].

L. Original Signatures. The parties hereby agree that facsimile signatures whether transmitted by telephonic facsimile machine or computer transmitted files will be considered original signatures for all purposes including, but not limited to, authentication of this document (or any amendment prepared and executed in accordance with the terms of this document) in any legal proceeding.

SAMPLE

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed as of the day and year first above written.

THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA

Signature: _____ Date: _____
Purchasing Representative's Name
Title, Purchasing Services

INDEPENDENT CONTRACTOR

Signature: _____ Date: _____
Service Provider's Name

Check One:

- Individual
- Sole Proprietorship
- Partnership

EXHIBIT A
Scope of Services

OBJECTIVES

COSTS AND FEES

Proposed consulting fee for one person to be onsite to include activities identified in the scope fees is as follows:

\$XX per hour (not to exceed XXX hours)

XX months engagement

AVAILABILITY

I will be available to begin this engagement on the week of DATE, 201X expected completion, DATE, 201X.

SAMPLE