

VENDOR SERVICES AGREEMENT BETWEEN

EMORY UNIVERSITY [, BY AND THROUGH ITS _____]

AND

THIS VENDOR SERVICES AGREEMENT (the "Agreement") dated as of this _____ day of _____, 20__, by and between _____ (hereinafter "Vendor"), a _____ corporation with offices located at _____, [CITY], [STATE] [ZIP] and Emory University [, by and through its _____] (hereinafter "Emory"), located in Atlanta, Georgia.

WHEREAS, Vendor _____ [description of services provided]; and

WHEREAS, Emory wishes to contract for Vendor's services.

NOW, THEREFORE, the parties hereto agree as follows:

1. Term

The term of this Agreement shall commence on the date indicated above and shall continue until _____ 20__.

2. Services

Vendor agrees to perform such services as are described in **Exhibit A**, which is attached hereto and made a part hereof.

3. Payment

Emory agrees to pay Vendor at the times and in the amounts as specified in **Exhibit A**.

4. Insurance

Prior to the start of the Services, Emory requires that the Vendor provide Emory with a Certificate of Insurance, which verifies compliance with the insurance requirements herein, and names Emory as Additional Insured under General Liability, Automobile, and Excess Liability policies. Evidence of insurance is required upon ratification of the Agreement. Policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to Emory. On or before the anniversary date of the Agreement, or the expiration date of the Certificate of Insurance, the Vendor will provide a new Certificate of Insurance without demand. Emory shall have the right to terminate this Agreement in the event of changes in the Vendor's insurance that are

unacceptable. Vendor agrees to maintain the following:

Commercial General Liability Insurance	\$2,000,000 per occurrence for bodily injury \$1,000,000 per occurrence for property damage \$3,000,000 in the annual aggregate
Workers' Compensation Insurance Bodily Injury by Accident or Disease Statutory limits are to apply for Workers' Compensation insurance, with applicable Federal law and Union Labor benefits as applicable.	\$500,000 each accident \$500,000 – Disease – Policy Limit \$500,000 – Disease – Each Employee
Commercial Automobile Liability Insurance (for owned, non-owned, leased and hired vehicles)	\$1,000,000 per accident
Umbrella/Excess Liability with the following limits: (General Liability, Automobile Liability, and Employer's Liability)	\$1,000,000 Over Primary Insurance
Products and Completed Operations insurance shall be maintained for a minimum period of two (2) years after final payment and Vendor shall continue to provide evidence of such coverage to Emory on an annual basis during the aforementioned period.	
Property Damage shall include coverage for the following hazards: X (Explosion), C (Collapse), and U (Underground).	

5. Indemnification

Notwithstanding anything to the contrary herein, in no event shall Emory be responsible for any loss or damage to any person or property caused by the Vendor, its agents, employees or contractors. The Vendor agrees to defend, hold harmless and indemnify Emory, its trustees, officers, agents, students and employees, from and against any and all claims, liability and expenses, including court cost and attorney fees arising from any negligence or willful misconduct or breach of this Contract on the part of the Vendor, its agents, employees or contractors. Notwithstanding anything to the contrary herein, in no event shall the Vendor be responsible for any loss or damage to any person or property

caused by Emory, its agents, employees or contractors. Emory agrees to defend, hold harmless and indemnify the Vendor its officers, agents and employee, from and against all claims, liability and expenses, including court costs and attorney fees, arising from any gross negligence or willful misconduct or breach of this Contract on the part of Emory, its trustees, officers, agents, students and employees.

6. Termination

The Agreement may be terminated by either party at any time without penalty upon written notice received by the other party not less than thirty (30) days prior to the intended date of termination.

[On the effective date of termination, Vendor shall return to Emory any and all trademark and proprietary information.]

7. Independent Contractor Clause

The parties hereto specifically state and agree that the Vendor is an independent contractor and not an employee of Emory. The Vendor assumes full responsibility for payment of all taxes, including federal, state and local taxes, arising out of the Vendor's activities under this Agreement. Except as provided to the contrary in this Contract, nothing herein will be deemed to create any other relationship between the parties including, without limitation, a partnership relation, an agency relation or an employer/employee relation. Accordingly, personnel supplied by Vendor will be deemed employees of Vendor and will not, for any purpose, be considered employees or agents of Emory or have any authority to act on behalf of Emory. The Vendor expressly releases Emory from any liability arising from Emory's failure to withhold such taxes, and the Vendor shall indemnify, defend and hold Emory harmless from all liability it may incur as a result of any such failure.

8. Binding Effect

This Agreement is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Agreement. All provisions provided in this Agreement are cumulative and not exclusive and may be exercised in conjunction with any other provisions a party may have in law or equity

10. Amendment

No amendment to this Agreement shall be valid unless it is made in a writing signed by the authorized representatives of the parties.

11. Assignment

Vendor may not assign this Agreement, or any interest thereunder without the prior written consent of Emory.

12. Hazardous Substances

Vendor will not use or suffer the use of any hazardous or toxic waste, substances, contaminants which is regulated or penalized by any local state, or federal agency, authority or governmental unit.

13 Notice

All notices required to be given under this Agreement shall be deemed given when delivered by certified mail, return receipt, or on the next business day following delivery by facsimile transmission if a facsimile telephone number is shown below, to the designated representatives of the parties.

If to Emory:

Emory University
Org/Dept. _____

Fax: _____

If to Vendor:

Fax: _____

Either party may change the address to which such notices shall be directed by providing the other with a written notification of change of address.

12. Waiver

The waiver by either party of a breach or violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

13. Severability

In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

14. Governing Law

This Agreement shall be deemed to have been made and shall be construed and all of the rights, powers and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Georgia.

NOW INTENDING TO BE LEGALLY BOUND, the parties hereto have caused their duly authorized representatives to execute this Agreement on the day and date below written.

Vendor:

Signature of Vendor

Printed Name

Title

Date

Emory University

By: _____

Its: _____

Printed Name

Title

Date

EXHIBIT A

Services:

Payment: