PROFESSIONAL SERVICES AGREEMENT

(Services to be performed directly for Penn or related to a sponsored agreement.)

(Not to be used as subcontract pursuant to a Federal CONTRACT, or for human or animal research matters or clinical trials.)

This AGREEMENT is entered into by and between THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA (“PENN”), a not-for-profit Pennsylvania corporation and (***NAME OF COMPANY/INDIVIDUAL***) (“CONTRACTOR), with its principal place of business at: (***CONTRACTOR’S ADDRESS***).

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

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

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

1. SCOPE OF WORK: PENN retains and engages CONTRACTOR in his/her professional capacity to provide specific services for the Department of **(*DEPT.’S NAME)*** of PENN under funding provided by ***(SPONSOR NAME, IF APPLICABLE)*** (**PENN Fund Number** ). The work to be performed by CONTRACTOR is defined in ATTACHMENT 1 WORK STATEMENT, to this AGREEMENT. CONTRACTOR acknowledges that the services to be performed for PENN are those which s/he generally performs, in the independent established profession in which s/he is customarily engaged.

2. PERIOD OF PERFORMANCE: The term of this AGREEMENT will commence on **(*START DATE)*** and will expire on **(*END DATE)***, subject, however, to earlier termination as hereinafter provided.

3. COMPENSATION: Upon satisfactory completion of the services (or at other intervals set forth in ATTACHMENT 1 WORK STATEMENT), PENN shall compensate CONTRACTOR for services at a rate of ***$XXX per*** ***HOUR/DAY/MONTH*** for up to ***XX HOURS/DAYS/MONTHS*** with the total not to exceed ***$XX***, in accordance with the other terms in this AGREEMENT. The compensation set forth above is exclusive of travel, lodging, or other out-of-pocket expenses incurred by CONTRACTOR in the course of performing the services pursuant to this AGREEMENT. Those costs or expenses will be reimbursed by PENN only when they are incurred at the request of, and approved in advance by, PENN.

4. NOTICE: With respect to rights and obligations of each party, notice shall be provided as follows: If to PENN, to the Office of Research Services, 3451 Walnut Street, Suite P-221, Philadelphia, PA 19104, with a copy to ***NAME OF PENN PRINCIPAL INVESTIGATOR***, and, if to CONTRACTOR, to (***NAME AND ADDRESS OF CONTRACTOR CONTACT***).

IN WITNESS WHEREOF, and in consideration of the additional terms and conditions on the attached additional pages, both PENN and CONTRACTOR, through their respective duly authorized representatives, have executed this AGREEMENT as of the date written below.

THE TRUSTEES OF THE UNIVERSITY OF CONTRACTOR

PENNSYLVANIA

Name: Name:

Title: Title:

Date: Date:

PENN Principal Investigator Acknowledgment:

(Signature and Title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Page 2. Additional Terms and Conditions

5. BEST EFFORTS: Contractor agrees to, at all times, perform the work specified in the AGREEMENT (“Services”) to the best of his/her ability and to PENN’s reasonable satisfaction and approval, to inform PENN of any cause which renders CONTRACTOR unable to perform the work as required, and to deliver the Deliverables at the agreed-upon times.

6. OWNERSHIP OF WORK PRODUCT: CONTRACTOR hereby irrevocably transfers and assigns to PENN all of his/her/its right, title and interest in and to all materials and deliverables created, discovered, invented, developed or prepared for PENN as part of performing this AGREEMENT (“Deliverables”), including, without limitation, all copyrights, trade secrets, inventions (whether patentable or not) and other intellectual or proprietary rights in and to the Deliverables (the “Intellectual Property”). PENN shall own the Deliverables and the Intellectual Property, and CONTRACTOR disclaims any ownership interests. CONTRACTOR represents and warrants to PENN that the Services and Deliverables will not violate or infringe a third party’s patent, copyright, trade secret or other intellectual or proprietary right, and that no third party has an ownership interest in the Deliverables.

7. TRADEMARK RIGHTS: CONTRACTOR agrees not to use any PENN name, logo, or trademark, without PENN's prior written authorization.

8. CONFIDENTIAL INFORMATION: PENN agrees to make available to CONTRACTOR information that may be needed to perform the Services. Such information may include information PENN considers to be, or that as a matter of law is, confidential (“Confidential Information”). CONFIDENTIAL INFORMATION shall include, without limitation, all individually identifiable or protected health information (PHI) in any form, and information about students (other than directory information) protected against disclosure by federal law. CONFIDENTIAL INFORMATION shall also include all information in any form developed or created by or on behalf of PENN relating to research, funding, faculty and student affairs, financial and business operations, or that PENN has advised CONTRACTOR is confidential, privileged, or proprietary. CONFIDENTIAL INFORMATION shall not include: (a) information CONTRACTOR legally possessed, without an obligation of confidentiality, prior to disclosure by PENN; (b) information generally available to the public, or that becomes available to the public through a legally authorized source other than PENN, and (c) information that was rightfully obtained by CONTRACTOR from a third party who is under no obligation of confidentiality to PENN with respect to such information.

CONTRACTOR agrees to accept and hold CONFIDENTIAL INFORMATION in confidence at all times during, and for five years after, the termination of this AGREEMENT. Consultant shall not use nor disclose CONFIDENTIAL INFORMATION, except as permitted by this AGREEMENT or as required by law.

1. ELIGIBILITY TO WORK AND RELATIONSHIP OF PARTIES: The parties intend that CONTRACTOR be an independent contractor, and not a PENN employee or partner. Contractor, its employees or subcontractors are not agents or employees of PENN for any purpose and, therefore, are not entitled to the benefits provided by PENN to its employees, including, but not limited to, fringe benefits, worker’s compensation, health and unemployment insurance, and pension plans or any other employee benefit. PENN will not pay federal or state withholding taxes in connection with the Services. CONTRACTOR agrees to report and pay all applicable taxes. CONTRACTOR represents and warrants to PENN that entering into this AGREEMENT and performing the Services will not violate CONTRACTOR’s obligations to or contract with any employer or third person.

10. REPRESENTATIONS AND INDEMNIFICATION: PENN has entered into this AGREEMENT in reliance upon information provided by CONTRACTOR, including CONTRACTOR’S express representation that s/he is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. Should any regulatory body, or court of competent jurisdiction, find that CONTRACTOR is not an independent contractor and/or is not in compliance with applicable laws related to work as an independent contractor, based upon CONTRACTOR’S own actions, CONTRACTOR shall assume full responsibility and liability for all taxes, assessment and penalties imposed against CONTRACTOR and/or PENN resulting from such contrary interpretation, including, but not limited to taxes, assessments and penalties which should have been deducted from CONTRACTOR’S earnings had CONTRACTOR been on PENN’S payroll and employed as an employee of PENN. CONTRACTOR hereby agrees to indemnify, defend and hold harmless PENN, its directors, officers, employees, and agents against all liability, damages, costs and expenses, including but not limited to attorneys’ fees, arising out of, or claimed to have been caused by, or relating to, CONTRACTOR’S performance of the Services or breach or alleged breach of this AGREEMENT or any representation or warranty in this AGREEMENT.

11. TERMINATION: PENN shall be entitled to immediately terminate this AGREEMENT if in PENN’s opinion, CONTRACTOR fails to perform the Services to PENN’s reasonable satisfaction. PENN also can terminate this AGREEMENT at any time for any or no reason, by delivering at least fifteen days prior written notice to CONTRACTOR. In the event of termination for whatever reason, CONTRACTOR shall be entitled only to compensation for work completed or otherwise performed up to the date of termination and accepted by PENN, and PENN shall be relieved of any further obligations or liabilities to CONTRACTOR, financial or otherwise.

12. ASSIGNMENT: This AGREEMENT may not be assigned nor shall any portion of the AGREEMENT be subcontracted by CONTRACTOR without the prior written approval of PENN. CONTRACTOR shall not engage an agent or subcontractor to perform any of the Services without PENN’s prior written consent, and CONTRACTOR is solely responsible for payment to, and the work of, any such approved agent(s) or subcontractor(s).

1. GOVERNING LAW: This AGREEMENT shall be governed by and interpreted in accordance with Pennsylvania law, without regard to conflicts of law principles. CONTRACTOR hereby agrees to the exclusive jurisdiction and venue of courts in Philadelphia, Pennsylvania in connection with all disputes arising out of this Agreement and the Services.
2. COMPLIANCE WITH LAWS; DEBARMENT AND SUSPENSION.: PENN and CONTRACTOR will comply with all applicable federal, state and local laws, rules and regulations in connection with this AGREEMENT and when performing the Services, including but not limited to non-discrimination in employment practices. All of the terms and conditions set forth on ATTACHMENT 2, ADDITIONAL GOVERNMENT TERMS, apply to this AGREEMENT, unless indicated otherwise on ATTACHMENT 2. CONTRACTOR warrants and certifies to PENN that neither CONTRACTOR, nor any person working for or acting on behalf of CONTRACTOR as part of this AGREEMENT, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program or by any federal department or agency.
3. INVOICES: Unless stated otherwise on ATTACHMENT 1 WORK STATEMENT, CONTRACTOR shall submit itemized invoices on CONTRACTOR’S business letterhead, no more frequently than monthly, to PENN at the address set forth in ARTICLE 4, NOTICES. Unless stated otherwise on ATTACHMENT 1 WORK STATEMENT, PENN will pay such invoices within 30 days after receipt. PENN may withhold payment of amounts disputed in good faith or invoices submitted without supporting documentation.

16. INSURANCE. CONTRACTOR, at his/her/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 general liability insurance with broad form property damage endorsement, with such policy to afford protection to the limit of One Million Dollars ($1,000,000) per incident and in the aggregate as respects any bodily injury including death, personal injury and/or property damage; and (b) if required by law, a policy of Worker's Compensation insurance, in amounts required by law, covering all officers, employees or agents of the CONTRACTOR who are in any way engaged in or connected with the performance of the Services and Employers Liability insurance in the amount of One Hundred Thousand Dollars ($100,000) per occurrence and in the aggregate.

Each of these insurance policies shall be issued by insurance companies reasonably acceptable to PENN and permitted to conduct business in Pennsylvania. Except with respect to Workers’ Compensation, each policy shall name PENN as an additional insured, and shall be written as primary coverage and not contributing with or in excess of any coverage that PENN may carry. The CONTRACTOR shall furnish to PENN’s Office of Research Services, upon execution of this Agreement and at least thirty (30) days before the expiration of any certificate previously furnished, a certificate of insurance for each of the above-mentioned policies.

17. NO CONFLICT OF INTEREST. CONTRACTOR affirms that there exists no actual, potential or appearance of conflict between CONTRACTOR and its business or financial interests (including, without limitation, those of his/her immediate family members also), and CONTRACTOR’s performance of the Services.

18. RECORDS AND AUDIT. CONTRACTOR shall maintain complete and accurate books and records in connection with performance of the Services, for at least four (4) years after termination of the AGREEMENT or completion of the Services, whichever is later. CONTRACTOR shall deliver copies of such books and records to PENN or its designee, upon PENN’s request and at CONTRACTOR’s expense. For at least four (4) years after termination of this AGREEMENT or completion of the Services, whichever is later, CONTRACTOR will permit PENN or its designee (including without limitation, a government entity or agency) to access and audit such books and records upon reasonable advance notice and during PENN’s business hours.

19. INTEGRATION: ATTACHMENT 1 WORK STATEMENT is hereby incorporated as part of this AGREEMENT, as if set forth in full in the body hereof. This AGREEMENT is the final and entire agreement between the parties with respect to the subject matter set forth herein, and supersedes all prior agreements, understandings, representations, and statements, whether oral or written. Neither this AGREEMENT nor any provisions hereof may be modified or amended unless in an instrument signed by both parties. If there is a conflict or ambiguity between a term in the body of this AGREEMENT and ATTACHMENT 1 WORK STATEMENT, the term in the body of the AGREEMENT shall be deemed to reflect the intent and agreement of the parties and prevail in meaning and interpretation.

**Page 4.** **ALTERNATE CLAUSES TO CONSULTING AGREEMENT WITH , CONTRACTOR DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Notwithstanding anything in the Agreement, if the space before one or more of the following paragraphs is “checked off”, the term on this Alternate Clauses sheet shall replace the corresponding term in the body of the Agreement and/or supplement terms in the Agreement, and the “checked off” term(s) shall be deemed to reflect the agreement and intention of PENN and CONTRACTOR:**

**OWNERSHIP OF WORK PRODUCT:**  Paragraph 6, “Ownership of Work Product”, is hereby deleted in its entirety, and replaced with the following “checked off” paragraph:

\_\_\_\_\_\_\_\_\_\_ CONTRACTOR hereby irrevocably transfers and assigns to PENN all of his/her/its right, title and interest in and to all materials and deliverables created, developed or prepared, and all inventions, discoveries, know-how, and trade secrets invented, discovered, created, developed or prepared, as part of performing this AGREEMENT and the Services (collectively, the “Deliverables”), including, without limitation, all copyrights, trade secrets, inventions (whether patentable or not), discoveries and other intellectual property rights in and to the Deliverables (collectively, the “Intellectual Property”). CONTRACTOR shall obtain from every employee of CONTRACTOR, and any and all agents, independent contractors, subcontractors, or other individuals, who perform any of the Services by or on behalf of CONTRACTOR, a written assignment to CONTRACTOR or to PENN of such employee’s, agent’s, independent contractor’s, subcontractor’s, or other individual’s right, title and interest in and to the Deliverables and the Intellectual Property (the “Written Assignment”). PENN shall have the right to review and approve the form of the Written Assignment prior to CONTRACTOR presenting it to individuals for review and execution. The Deliverables which are copyrightable shall be deemed to be “works made for hire”, to the extent permitted pursuant to federal copyright laws. PENN shall own the Deliverables and the Intellectual Property, and CONTRACTOR hereby disclaims any ownership interest therein. CONTRACTOR agrees to provide reasonable assistance to PENN, at PENN’s expense, to perfect the assignment of right, title and interest to PENN in the Deliverables and the Intellectual Property, including, without limitation, executing Written Assignments. CONTRACTOR represents and warrants to PENN that the Services and Deliverables do not and will not violate or infringe a third party’s patent, copyright, trade secret or other intellectual property or proprietary right, and that no third party has an ownership interest in the Deliverables or the Intellectual Property.

**CONFIDENTIAL INFORMATION:** The following additional term(s) are in addition to the rights and obligations set forth in Section 8, “Confidential Information”, in the AGREEMENT:

\_\_\_\_\_\_\_\_\_\_ **(use when student personal identifying information from an education record covered under FERPA is expected to be disclosed).** CONTRACTOR agrees to treat as PENN confidential information any personally identifiable information of an eligible student disclosed pursuant to this AGREEMENT. CONTRACTOR shall not disclose any of such personally identifiable information to any third person without directly obtaining the student’s prior written consent and without obtaining PENN’s prior written consent.

\_\_\_\_\_\_\_\_\_\_ **(use when a covered entity expects to disclose protected health information)** CONTRACTOR agrees to the attached Business Associate Agreement terms.

\_\_\_\_\_\_\_\_\_\_ **(use when a covered entity expects to disclose a limited data set for research purposes)** CONTRACTOR and PENN agree to execute the attached HIPAA Limited Data Set Agreement.

**INSURANCE:** The following additional term(s) are in addition to the rights and obligations set forth in Section 16, “Insurance” in the AGREEMENT:

\_\_\_\_\_\_\_\_\_\_\_ **(use when any of the following are anticipated: use of a facility involving five or more persons whether in their personal residence or not; Services significantly related to or involving minors; the use or disclosure of protected health information (PHI/HIPAA); CONTRACTOR performing Services at a PENN Medicine facility; CONTRACTOR with access to any PENN computer, information system, or financial system; or CONTRACTOR is (or needs to be) a licensed professional.)**

(a) the Employer’s Liability insurance shall be in the amount of Five Hundred Thousand Dollars ($500,000) per occurrence, not $100,00 per occurrence;

(b) the CONTRACTOR’s insurance shall include a policy of comprehensive general liability insurance with broad form property damage endorsement which, in addition to the coverages and amounts set forth in Section 16 of the Agreement, also affords protection to the limit of Twenty Five Thousand ($25,000) with respect to damage to property of any one owner from one occurrence;

(c) If an automobile is to be used by CONTRACTOR in performing the Services, a policy of comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of this Agreement with such policy to afford protection to the limit of One Million Dollars ($1,000,000) with respect to bodily injury or death, or personal injury of any one person, One Million Dollars ($1,000,000) with respect to bodily injury or death of any number of persons in any one occurrence and Twenty Five Thousand Dollars ($25,000) with respect to damage to the property of any one owner from one occurrence.

(d) Each insurance policy required to be carried by the CONTRACTOR shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled unless PENN shall have received twenty (20) days' prior written notice of cancellation. The CONTRACTOR shall provide immediate notice to the University's Office of Research Services of any significant change in the insurance coverage or limits.

(e) Neither the issuance of any insurance policy required under this Agreement, nor the minimum limits specified herein with respect to the CONTRACTOR’s insurance coverage, shall be deemed to limit or restrict in any way the CONTRACTOR’s liability arising under or out of this Agreement.

**HOSPITAL SETTING:** PENN and CONTRACTOR anticipate that some significant portion of the Services may or will be provided in areas of a PENN hospital or healthcare facility. Therefore, the following additional terms are hereby incorporated as part of the AGREEMENT:

\_\_\_\_\_\_\_\_\_\_ CONTRACTOR hereby warrants that, at the time of entering into this AGREEMENT and throughout the entire term of the AGREEMENT, neither CONTRACTOR, nor any of the personnel it provides under this AGREEMENT, have been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal healthcare or reimbursement program (including Medicaid or Medicare), and PENN shall have the right to immediately terminate this AGREEMENT should CONTRACTOR breach such warranty. If during the term of this AGREEMENT, CONTRACTOR or any person working for or acting on behalf of CONTRACTOR as part of this AGREEMENT becomes debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal healthcare or reimbursement program (including Medicaid or Medicare), CONTRACTOR shall immediately notify PENN, and PENN shall have the right to immediately terminate this AGREEMENT.

\_\_\_\_\_\_\_\_\_\_ CONTRACTOR shall provide training to its personnel regarding workplace safety, privacy and other applicable standards required by the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO).

\_\_\_\_\_\_\_\_\_\_ CONTRACTOR shall require that its personnel who provide Services in patient care areas furnish proof of routine immunizations and provide documentation of, or submit to, testing (at PENN’s expense) for rubella, hepatitis, chicken pox, measles, mumps and tuberculosis.

**Page 5.** **ATTACHMENT 2--ADDITIONAL GOVERNMENT TERMS**

**TO CONSULTING AGREEMENT WITH , CONTRACTOR, DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Because this AGREEMENT is entered into in connection with a grant or cooperative agreement between PENN and the federal government, the provisions of OMB Circular A-110 Appendix A apply to CONTRACTOR and this AGREEMENT. OMB Circular A-110 requires CONTRACTOR to comply with:

**EQUAL EMPLOYMENT OPPORTUNITY**. CONTRACTOR shall comply with Executive Order 11246, as amended by Executive Order 11375 and the regulations at 41 C.F.R. Part 60.

**COPELAND ANTI-KICKBACK ACT**. If this AGREEMENT is for more than $2,000 in construction or repair, CONTRACTOR shall comply with the Copeland Anti-Kickback Act, which prohibits CONTRACTOR from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

**DAVIS-BACON ACT**. If this AGREEMENT is for construction services in excess of $2,000, CONTRACTOR shall comply with the Davis-Bacon Act and supplemental regulations, which requires CONTRACTOR to pay wages not less than minimum wage and not less than once per week to laborers and mechanics. This AGREEMENT is conditioned upon CONTRACTOR’s acceptance of the wage determination made by the Department of Labor.

**CONTRACT WORK HOURS AND STANDARDS ACT.** Where applicable, if this AGREEMENT is for construction services in excess of $2000 and/or involves the employment of mechanics or laborers in excess of $2500, CONTRACTOR shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act, and supplemental regulations.

**RIGHTS TO INVENTIONS.** If this AGREEMENT is for the performance of experimental, developmental or research work, this AGREEMENT provides for the rights of the federal government and others in any resulting invention in accordance with 37 CFR Part 401 and implementing regulations.

**CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT.** If this AGREEMENT is in excess of $100,000, CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

**BYRD ANTI-LOBBYING AMENDMENT**. By acceptance of this AGREEMENT, CONTRACTOR certifies with respect to an award of $100,000 or more, that CONTRACTOR will not and has not used federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant or other award covered by 31 U.S.C. 1352.

**DEBARMENT AND SUSPENSION**. By acceptance of this AGREEMENT, CONTRACTOR certifies that CONTRACTOR and its principal employees are not listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with Executive Orders 12549 and 12689. This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**ADDITIONAL TERMS TO THIS AGREEMENT**:  **(INSERT HERE REFERENCES TO ANY FEDERAL AGENCY-SPECIFIC OR GRANT/AWARD SPECIFIC-TERMS THAT MUST BE INCLUDED IN THE CONTRACT BETWEEN PENN AND CONTRACTOR)**:

**ATTACHMENT 1: WORK STATEMENT:**

In accordance with the AGREEMENT dated \_\_\_\_\_\_\_\_\_\_\_between PENN and , CONTRACTOR agrees to perform the following services:

|  |  |
| --- | --- |
| Consulting Agreement Amendment (Attach Original AGREEMENT and Amendments, if applicable) | |
| PENN Fund Number: |  |
| Name: Trustees of the University of Pennsylvania  Address: Office of Research Services  3451 Walnut Street  Suite P-221  Philadelphia, PA 19104 | Contractor:  Address: |
|  |  |
| Effective Date of Amendment: | Amendment No: |
| Amount of Compensation by this Action: | Total Compensation: |
| Previous Expiration Date: | Current Expiration Date: |
| \_\_\_\_\_ All other original AGREEMENT Terms and Conditions are unchanged.  \_\_\_\_\_ The following amends the original AGREEMENT Terms and Conditions: | |
| Authorized Official of The Trustees of the University of Pennsylvania:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_  Date  Name :    Title: | Contractor:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_  Date  Name:    Title: |

To: Research Services

From:

**Re: CONSULTING AGREEMENT REQUEST, INSTRUCTIONS AND CHECKLIST**

Fund:

Attached for your review and approval is an Independent Contractor Agreement for the following company/individual:

Name:

Address:

The following documents must be included with the agreement:

**1)** W-9

**2)** Philadelphia Business Privilege License

**3)** University of Pennsylvania [FORM C-12 *Independent Contractor Determination & Certification*](http://www.finance.upenn.edu/comptroller/tax/contractor_certif.shtml)

**4)** WORK STATEMENT

5) Certificate of Insurance showing Penn as an additional insured

Please check if applicable:

\_\_\_\_ The contractor named above will hire others to perform this work

\_\_\_\_ The contractor is expected to use a facility involving five or more persons whether in a personal

residence or not

\_\_\_\_ Services provided are significantly related to or involving minors

\_\_\_\_ Work Statement involves the use or disclosure of protected health information (PHI/HIPAA)

\_\_\_\_ Contractor performing Services at a PENN Medicine facility

\_\_\_\_ Contractor with access to any PENN computer, information system, or financial system

\_\_\_\_ Contractor is (or needs to be) a licensed professional

\_\_\_\_ Contractor is NOT a US Citizen

CHECK AGREEMENT FOR:

* Contractor’s Address
* CHECK RATE and TOTAL COMPENSATION CALCULATION
* MAKE SURE THE PERIOD OF PERFORMANCE IS WITHIN THE TERM OF PENN’S AWARD