1. ENTIRE AGREEMENT: This Services Agreement and the attached Statement of Work (collectively, this “Agreement”) shall constitute the complete and exclusive statement of the agreement between The Trustees of Princeton University (“University”) and __________________________ (“Contractor”) with respect to the services purchased hereunder (the “Services”), and is effective as of ______________________, ____. This Agreement may be modified only pursuant to a written instrument signed by authorized representatives of both parties. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. To the extent that Contractor has additional terms and conditions, such terms and conditions shall not apply to the Services. This Agreement is non-exclusive and Contractor is not obligated to buy any minimum Services from Contractor unless agreed upon by the parties in this Agreement. Either party’s failure to insist upon the performance of any term of this Agreement shall not be construed as a waiver of that party’s present or future right to such performance and each party’s obligations in respect thereto shall continue in full force and effect. The headings in this Agreement have been inserted solely for convenient reference and shall be ignored in its construction.

2. GENERAL PURPOSE: The general purpose of this Agreement is to engage the services of Contractor to __________________________________________________________________________.

   [The primary contact at University for Contractor shall be: ______________________. ] The surrounding facts and circumstances are more fully set forth in the attached Statement of Work, which is incorporated herein.

3. TERM: The term of this Agreement shall be from _____/____/____ until _____/____/____.

4. TIMETABLE: If applicable, the timetable set forth in the attached Statement of Work shall be adhered to unless such period is otherwise extended by University. Contractor shall be responsible to University for any damage caused by the failure by Contractor to comply with the timetable.

5. WARRANTIES: Contractor warrants that all Services shall conform to the specifications of this Agreement and shall be performed in a professional and workmanlike manner. Contractor further warrants that the Services shall comply with all applicable laws, rules and regulations and shall not infringe any intellectual, property, proprietary or contractual right of any third party.

6. FINAL INSPECTION AND ACCEPTANCE: All Services shall be subject to University’s final inspection and acceptance, notwithstanding any prior payment or preliminary inspection on the part of University. University shall provide written notice of its final acceptance within thirty (30) days from the date of the completion of the Services (the “Final Acceptance”). University’s failure to provide such notice shall be deemed Final Acceptance. While Final Acceptance is pending, University may return to Contractor non-conforming Services and/or require Contractor to correct or replace such non-conforming Services, in each case at no cost to University. In the event University does not require any such correction or replacement, Contractor shall promptly refund all payments received for non-conforming Services that University returns. Such remedy shall not limit any other rights or remedies as may be available at law, in equity or under this Agreement. University is not required to accept partial or incomplete delivery. Acceptance of any part of the Services shall not bind University to accept any future delivery nor deprive University of any right University may have to return Services already accepted.

7. PAYMENT AND INVOICES: As a requirement for doing business with University, Contractor shall be paid electronically pursuant to the option selected by the Contractor in the University’s Supplier Portal, provided that Contractor sends an undisputed invoice for the billing period to invoices@princeton.edu. Contractor will not be paid unless Contractor is registered in the Supplier Portal. Access to the Supplier Portal can be granted by contacting finance@princeton.edu. University’s standard payment term for payment in full is net thirty (30) days from the date an undisputed invoice is received by its Accounts Payable Department, provided that Contractor selects ACH in the Supplier Portal. Contractor can select an accelerated electronic payment method, Virtual Payables/EFT1, via their profile in the Supplier Portal. University will not be liable for late payment charges. The

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1 Suppliers can be paid with immediate terms if they select Virtual Payables.
Purchase Order number must appear on all invoices, packing slips, shipping documents and labels. In addition, invoices must specify the location at which the Services were provided, the dates of and actual work performed during the billing period, and the specific dollar amount due. All taxes must be itemized on the invoice. The terms and conditions of this Agreement supersede any terms that may be included on Contractor’s invoice. Any change to the amount due under the related Purchase Order that exceeds ten percent (10%) or twenty-five dollars ($25.00) shall require a formal change order prior to Contractor’s performance of additional work or the additional items, and University acknowledges that work will not be undertaken until that formal change order has been approved by University. Contractor is an independent contractor and shall be solely responsible for all taxes, contributions and premiums with respect to the payments hereunder. If this Agreement contemplates reimbursement of Contractor’s travel and/or other business expenses, Contractor agrees to obtain and comply with University’s Travel Policies and Procedures and University’s Expense Policies and Procedures, as applicable, and University shall reimburse Contractor in accordance with such policies and procedures. Foreign Nationals are subject to 30% withholding on payments received in the United States unless the foreign national claims a treaty exemption by submitting a Form 8233 or W8. In the event of a payment dispute, University shall have the right to withhold payment until such dispute has been resolved.

8. TERMINATION:

a. University may terminate this Agreement at any time, in whole or in part, by written notice to Contractor. Upon receiving notice of termination, Contractor shall immediately cease all performance hereunder and shall cause its suppliers and subcontractors (if any) to stop all work in connection with this Agreement. If such termination is for University’s convenience, University, after deducting any amount(s) previously paid, shall pay for all Services rendered by Contractor, as well as any reasonable costs incurred by Contractor, up to the time of termination but not including Contractor’s lost profits. Under no circumstances shall Contractor be entitled to recover more than the price of the Services as stated in this Agreement. Upon receiving notice of University’s termination for convenience, Contractor shall use its best efforts to reduce or mitigate any costs incurred in connection with the Services.

b. Either party may, without prejudice to any other rights or remedies provided at law, in equity or under this Agreement, by written notice to the other party, terminate this Agreement in whole or in part under any of the following circumstances:

   i. If the non-terminating party applies for bankruptcy, makes an assignment for the benefit of creditors, or is in receivership; or

   ii. If the non-terminating party fails to perform any of the terms of this Agreement and so fails to cure such failure within thirty (30) days after receiving notice from the terminating party; or

   iii. If the non-terminating party fails to make progress such that the terminating party has reason to question the non-terminating party’s ability to perform and the non-terminating party fails to provide adequate assurance of its ability to perform within a period of thirty (30) days after receiving notice from the terminating party.

In the event University terminates this Agreement pursuant to this subparagraph b, Contractor shall refund University any prepaid fees and expenses for Services not provided as of the termination date and pay any direct damages, including but not limited to all additional costs that University may incur in finding replacement Services, as well as any consequential and incidental damages incurred by University, within thirty (30) days of the termination date. In the event Contractor terminates this Agreement pursuant to this subparagraph b, University shall not be liable for consequential and incidental damages incurred by Contractor and in no circumstances shall University’s liability exceed the price of the Services as stated in this Agreement.

c. Upon termination of this Agreement, University, in addition to any other rights or remedies available at law, in equity or under this Agreement, may require Contractor to transfer title to and deliver to University, in the manner and to the extent directed by University, any goods, plans, drawings, or other materials that Contractor has specifically produced or acquired for the performance of this Agreement ("Performance Materials"). Payment for such Performance Materials shall be at the price specified in this Agreement or as otherwise agreed upon by the parties.

9. FORCE MAJEURE: Except with respect to defaults of Contractor’s subcontractors, Contractor shall not be liable for any excess costs incurred by University if Contractor’s failure to perform arises out of causes beyond
the control and without the fault or negligence of Contractor and despite the best efforts of Contractor. Such causes include acts of God, acts of University, acts of a government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions and freight embargoes. If failure to perform is caused by default of Contractor’s subcontractor, and if such default arises out of causes beyond the control of both Contractor and its subcontractor, and without the fault or negligence of and despite the best efforts by either of them, Contractor shall not be liable for any excess costs for failure to perform, unless the goods, materials or services to be furnished by Contractor’s subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

10. **INTELLECTUAL PROPERTY:** University shall own all data, information and other work arising directly from Contractor’s performance hereunder. University shall at all times have access to review the ongoing work of Contractor for purposes of inspecting same and determining that work is being performed in accordance with the terms of this Agreement. Immediately upon termination of this Agreement for any reason, all such data, information and other work, in whatever form, shall be turned over to University.

Any works of authorship developed in the course of performance under this Agreement shall be deemed works-for-hire under federal copyright law and all ownership rights to such copyrightable works shall be the property of University. Should any works of authorship not constitute works-for-hire under federal copyright law, Contractor hereby grants, transfers, assigns and conveys to University and its successors and assigns, Contractor’s entire right, title, and interest in and to such works or any part thereof, including but not limited to the following rights: to reproduce; to prepare derivative works; to distribute by sale, license or other transfer; to perform publicly; to display; and to secure copyrights and renewals, reissues and extensions of any such copyrights in the United States of America or any foreign country.

Any patentable invention conceived or reduced to practice in the course of performance under this Agreement shall be the property of University. All trademark or other intellectual property rights arising directly from Contractor’s performance under this Agreement shall be the property of University.

Whether a copyright, patent, trademark or other intellectual property right shall be maintained or registered in the United States of America or any foreign country shall be at the sole discretion of University. Contractor agrees to cooperate fully with University in the preparation and execution of all documents necessary or incidental to the protection and preservation of the rights granted herein to University. Contractor warrants and represents that the Services provided hereunder will not infringe, individually or collectively, any copyright, patent, trademark or other intellectual property right of any third party.

11. **UNIVERSITY EQUIPMENT:** All materials, tools, equipment and other property either furnished by University to Contractor or individually paid for by University (“University Equipment”) shall remain the property of University, but Contractor shall assume all risks of and be entirely responsible for any losses or damages arising from its use of University Equipment. Upon completion or termination of this Agreement, Contractor shall promptly return all University Equipment in the condition in which Contractor received it, taking into account reasonable wear and tear.

12. **CONFIDENTIAL INFORMATION:** Contractor shall treat as confidential all non-public information disclosed by University in connection with this Agreement, including but not limited to written or oral communications, education records (as defined under the Family Educational Rights and Privacy Act of 1974 (FERPA)), personal data, plans, specifications, and other data (collectively, “Confidential Information”), and shall take appropriate measures to protect the Confidential Information. The terms and conditions of this Agreement shall also be deemed Confidential Information. Contractor shall not use or disclose Confidential Information except as permitted or required by this Agreement, as required by law or with University’s prior written consent, and shall only disclose it to those within Contractor’s organization who need to use it in performance of this Agreement. Contractor agrees to notify University in advance of any disclosure pursuant to a court order or subpoena. Upon completion or termination of this Agreement, Contractor shall return or destroy all such Confidential Information (except for this Agreement), or otherwise dispose of it as University may approve. This provision is not intended to restrict Contractor’s right to use or disclose information that is already known to the public or rightfully obtained without restriction from other sources. Contractor shall defend, indemnify and hold harmless University from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney’s fees and costs, sustained or alleged to have been sustained by University as a result of any disclosure or use of any Confidential Information in violation of this Agreement.

For contracts where University must disclose or give Contractor access to information that is protected by law (such as personally identifiable information regulated by FERPA, HIPAA or other privacy requirements),
Contractor shall sign University’s standard Confidential Information Agreement or the equivalent.

13. **USE OF PRINCETON NAME OR MARKS:** Contractor shall not use University’s name or trademarks in connection with any advertising, marketing or other promotional efforts or materials without the prior written approval of University.

14. **INDEPENDENT CONTRACTOR:** In performing hereunder, Contractor and its employees, agents, subcontractors and representatives shall be as independent contractors and not as employees or agents of University. All persons furnished or retained by Contractor in connection with this Agreement are so furnished or retained as Contractor’s employees or agents. Contractor shall not transact business, enter into agreements, or otherwise make commitments on behalf of University unless expressly authorized in writing by University. Neither Contractor nor its employees, agents, subcontractors or representatives shall be entitled to benefits provided by University to its employees, including but not limited to fringe benefits, worker’s compensation, health and unemployment insurance, and pension plans. University shall not pay or withhold federal, state, or local income or other payroll taxes on behalf of Contractor or its employees, agents, subcontractors or representatives. Contractor agrees to report and pay all applicable taxes. Contractor shall defend, indemnify and hold harmless University from and against any and all liability for the payment of taxes, interest and/or penalties, as well as damages and costs, including attorney’s fees, in connection with any claim or finding that Contractor and/or its employees, agents, subcontractors or representatives are employees of University.

15. **APPLICABLE LAW/VENUE:** All disputes regarding the construction, interpretation and the parties’ obligations under this Agreement shall be governed by the laws of the State of New Jersey, notwithstanding any of that state’s laws to the contrary. The venue and jurisdiction for the resolution of any such disputes shall be Mercer County, New Jersey, and Contractor agrees not to challenge such venue or jurisdiction in the event of a dispute, including without limitation for forum non conveniens.

16. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless University, its officers, employees, trustees, agents and representatives from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney’s fees and costs, (collectively, “Claims”) sustained or alleged to have been sustained in connection with or arising out of the performance hereunder of Contractor, its agents, employees, subcontractors and consultants, even in the event University is alleged or found to be partially negligent. However, Contractor shall not be obligated to so indemnify University in the event University is proven to be solely negligent.

If any Claims alleging infringement of intellectual property rights, including but not limited to Claims of patent or copyright infringement or misappropriation of trade secrets, are brought against University in connection with University’s use of any goods or materials that Contractor specifically produces for the performance of this Agreement, Contractor shall not only indemnify University as set forth above but also, upon University’s request, shall procure for University the right to continue to use such goods or materials, or replace or modify such goods or materials, such that the alleged infringement is removed; provided, however, that such alleged infringement does not arise solely from University’s alteration or modification of the goods or materials.

17. **INSURANCE:** Contractor shall maintain and keep in force at Contractor’s expense the following minimum insurance coverages:

   a. **Workers Compensation**
      Statutory
   b. **Employer’s Liability**
      $500,000
   c. **Commercial General Liability, to include:**
      - Contractual;
      - Premises Operations;
      - Products and Completed Operations;
      - Independent Contractors/Vendors and Personal Injury;
      - Bodily Injury and Property Damage;
      Each Occurrence $2,000,000
      Aggregate $2,000,000
   d. **Automobile Liability: Combined Single Limit**
      $1,000,000
   e. **Network Security and Privacy Coverage/Breach Coverage**
      $5,000,000 per occurrence


Required minimum insurance coverages may be higher depending on the type of engagement, therefore the applicable minimums are subject to change based on Risk Management’s insurance requirements.

If Contractor is required to maintain a professional license in order to practice his/her profession, Contractor will be required to maintain professional liability insurance in the amount of $2 million per occurrence/aggregate. Professions this applies to, but is not limited to, include architects, engineers, attorneys, physicians, nurses and physical therapists. This sample list of professions is representative only and is not meant to be complete.

The Automobile Liability insurance shall cover any vehicle used by Contractor if required in performing Services hereunder.

All policies shall be underwritten by a carrier rated at least “A-” in Best’s Key Rating Guide. “The Trustees of Princeton University, including its officers, employees and agents” shall be named as additional insureds in the General Liability policy specified above. Certificate(s) evidencing the above insurance coverages—with a statement that University is an additional insured and that the insurance afforded is primary insurance as to any other valid and collectible insurance in force—shall be sent to University’s Procurement Department, 701 Carnegie Center, Suite 154, Princeton, NJ 08540, before Contractor’s performance begins. Renewal certificates shall be provided annually until Contractor’s performance has been completed and accepted. Evidence of Workers Compensation, Employer’s Liability and Automobile Liability insurance is not mandatory if Contractor will not be doing business on, or making visits or deliveries to, University’s property.

Contractor shall be solely responsible for payment of premiums and deductibles for all of the required insurance. Should any of the required insurance policies be cancelled or materially changed, Contractor shall provide thirty (30) days prior written notice to University’s Purchasing Department. Contractor shall not change the levels of coverage or permit coverage to expire until all the Services have been completed and accepted. Contractor shall not enter upon University property to perform hereunder unless Contractor is and remains insured in accordance with the above requirements. Contractor shall indemnify University for any loss suffered by University for the failure of Contractor to be so insured.

Contractor shall assess its own risk hereunder. If Contractor in its sole discretion deems it appropriate and/or prudent, Contractor shall maintain higher limits and/or broader insurance coverages than the minimum required by University above. Contractor shall not be relieved of any liability or other obligations hereunder by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types.

18. FEDERAL AND STATE FUNDS: If the related Statement of Work indicates that University is paying for the Services with funds received from the federal government or the New Jersey Educational Facilities Authority (NJEFA), Contractor hereby acknowledges that any such Services are or may be subject to a number of regulations and University requirements. In the case of funds received from the federal government, such regulations and University requirements include, but are not limited to, Department of Labor Regulations implementing Executive Order 13496 at 29 CFR Part 471, Appendix A to Subpart A; the Office of Management and Budget’s Circular A-110; Federal Acquisition Regulations (FAR); Defense Federal Acquisition Regulations (DFAR); Public Law 95-507; and Princeton University’s Terms and Conditions Which Are a Part of Purchase Orders Issued Under Government Contracts or Grants. In the case of funds received from the NJEFA, such regulations and University requirements include, but are not limited to, the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56-25; and Princeton University’s Prevailing Wage Act Requirements for NJEFA Funded Projects. These additional federal and state regulations and University requirements are hereby incorporated by reference fully as if they were set forth at length herein. Contractor shall be solely responsible for obtaining and complying with any and all University requirements.

19. CONFLICTS AND ETHICAL STANDARDS OF CONDUCT: Contractor affirms that, to the best of Contractor’s knowledge, there exist no conflicts of interests between Contractor and University or its employees. In the event of change in Contractor’s interests, Contractor shall inform University regarding any conflicts of interest that arise or are likely to arise as a result of such change. Contractor hereby represents that it has neither received nor given gifts or gratuities to any member of the Princeton University community, nor participated in any other unethical conduct in connection with this Agreement, and agrees not to receive nor give gifts or gratuities to any member of the Princeton University community, and not to participate in any other unethical conduct in connection with this Agreement. If, at any time, University determines that Contractor is in violation of any representation under this Paragraph, University may cancel this Agreement upon written notice to Contractor, and University shall have no further obligation to Contractor.

20. EQUAL OPPORTUNITY EMPLOYER: University is an Equal Opportunity Employer. Pursuant to Executive
Orders 11246 and 11375, Section 503 of the Rehabilitation Act of 1973 and the Vietnam-Era Veterans Readjustment Act of 1974, University has developed Affirmative Action Plans that are available for review upon request. Contractor (and subcontractor, if applicable) shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractor also warrants that it will comply with all applicable executive orders, and federal, state, and local laws, regulations, and rules, and, University policies, as appropriate, relating to nondiscrimination, equal employment opportunity, and affirmative action.

21. COMPLIANCE WITH LAWS: Contractor shall comply with all applicable federal, state and local laws, regulations and rules. In the event Contractor’s personnel violates any such laws, regulations or rules or University’s policies, or for lawful and reasonable reasons at University’s discretion, University shall have the right to (a) require Contractor to remove such personnel from University’s property and/or (b) delay provision of the Services.

22. SALES AND EXCISE TAX EXEMPTIONS: As a non-profit educational institution, University is exempt from Federal Excise Tax under Public Law No. 85-859 (Exemption No. A110656) and from New Jersey Sales Taxes (Exemption No. EO-210-634-501), New Jersey Excise Taxes (Exemption No. A-11083) and certain other states’ taxes as may be applicable, unless otherwise stated herein. Contractor shall take all steps necessary to ensure that these exemptions are utilized to the maximum benefit of University. Contractor shall not charge University any tax for which an exemption is applicable.

23. EXPORT LAWS: Contractor must provide export control classification (EAR ECCN or if ITAR, USML Category) and obtain advance written approval from University prior to disclosing any items, information or services subject to U.S. export control laws and regulations, other than that designated EAR99, and University retains the right to decline acceptance of such export-controlled items or information. Approval from University must be obtained from the Director of the Office of Research and Project Administration at awards@princeton.edu.

24. AUDITS: University or a duly appointed agent (“Auditors”) has the right to perform audits to the extent necessary to ensure compliance with the terms of this Agreement. University will notify Contractor of its intent to audit by providing at least ten (10) business days’ notice to Contractor. If any requested deliverable cannot be removed from its premises, Contractor will secure access to such premises for the Auditors. Contractor will make necessary employees or contractors available for interviews in person or on the phone as it relates to the respective audit during the time frame of the audit. In lieu of University or its appointed audit firm performing their own audit, if Contractor has an external audit firm that performs a certified SOC I, Type II and/or SOC II, Type II review, University has the right to review the SOC I, Type II and/or SOC II, Type II report as well as the controls tested, and has the right to request additional information which may not be covered by such report(s). Audits will be at University’s sole expense, except where the audit reveals noncompliance with contract specifications, in which case the cost will be borne by Contractor.

25. ASSIGNMENTS AND SUBCONTRACTING: Neither party shall assign or delegate its rights and obligations under this Agreement without the prior written consent of the non-assigning or non-delegating party.

26. MISCELLANEOUS: Each notice, request or demand given or required to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given upon (a) one (1) business day following deposit with an overnight courier service, or (b) four (4) business days following deposit with the United States Postal Service as certified or registered mail with first-class postage prepaid, and addressed to the intended recipient at such address as the parties may agree upon. The parties warrant that they have the authority to enter into this Agreement and that entering into this Agreement is not restricted or prohibited by any existing agreement to which they are parties.
27. **SURVIVAL**: This Paragraph and Paragraphs 1, 5, 8-18, 20, 21, 23-26 hereunder shall survive the termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the date first set forth above.

**The Trustees of Princeton University**

By: ________________________________
Name: ________________________________
Title: ________________________________

**[Contractor]**

By: ________________________________
Name: ________________________________
Title: ________________________________