

Bucknell University
Additional Terms and Conditions

The AGREEMENT titles _____ and dated _____, 20____ (“Agreement”) between Bucknell University (“Bucknell”) and _____ (“Company”) is subject to the following additional terms and conditions:

1. **Order of Precedence.** To the extent there is any conflict between the Agreement and the terms and conditions set forth herein, these Bucknell University Additional Terms and Conditions shall govern. Where Company is required to get Bucknell’s prior written consent below, the terms of the Agreement shall not constitute such consent.

2. **Jurisdiction and Governing Law.** Any disputes arising under or related to the Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, and shall be subject to the federal or state courts within the geographic limits of the United States District Court for the Middle District of Pennsylvania.

3. **Independent Contractor:** Company acknowledges status as an independent contractor and not as an employee of Bucknell. As such, Company shall have no claim against Bucknell for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment benefits or employee benefits of any kind. The Company shall not self-represent to any third-party as being an employee of Bucknell.

4. **FERPA.** Company recognizes that Bucknell is an educational institution subject to the Family Educational Rights and Privacy Act (“FERPA”) and that Company may have access to FERPA-protected student information during the performance of its obligations under the Agreement. For purposes of such access only, Company is a “School Official” under 34 C.F.R.§99.31 and shall access such information for the sole purpose of carrying out its obligations under the Agreement. Company shall not disclose any FERPA-protected data to any unauthorized third party without prior consent as set forth in 34 C.F.R. §99.33(a).

5. **Nondiscrimination:** Company agrees and warrants that in the performance of this Agreement, Company will not discriminate against any person or group of persons on the grounds of race, color, religion, sex, age, national origin or on the basis of being handicapped but otherwise qualified in a manner prohibited by the laws of the United States.

6. **Force Majeure:** The Parties agree and acknowledge that performance of the terms of this Agreement may be delayed, prevented, or interrupted due to causes beyond the control of, and without the fault or negligence of either Party. Such causes may include, but shall not be limited to, Acts of God, natural disasters, epidemics and global pandemics, government restrictions, wars, insurrections and/or any other causes beyond the reasonable control of the other Party. In any such event or occurrence, the affected party shall use its reasonable efforts to advise the other Party if it is unable to perform, and the expected duration of such inability. The affected party shall use all reasonable efforts to resume performance as soon as possible.

7. **Termination:** Bucknell may terminate this Agreement, at any time for convenience upon ninety (90) days' written notice. In addition to any other remedies Bucknell may have, Bucknell may also terminate this Agreement upon written notice if the Company materially breaches or violates any of the terms, obligations, or certifications under this Agreement, and fails to cure such breach within thirty (30) days after receipt of written notice of such breach.

8. **Indemnification:** Company agrees to indemnify, defend and hold harmless Bucknell and its trustees, officers, directors, employees, agents and assigns from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses (including reasonable attorney's fees) arising from any act or failure to act by Company or its employees or agents which may occur during, or which arise

out of, the performance of this Agreement; provided, however, that Bucknell provides Company with prompt written notice of the claim, tenders control of the defense of the claim to Company, and cooperates fully with Company in settlement or defense of the claim

9. **Limitation of Liability:** Nothing in this Agreement shall limit the liability of Company under law or custom.

10. **Autorenewal.** Notwithstanding anything to the contrary contained within the Agreement (including, without limitation, any terms and conditions of Company incorporated by reference therein) the term of this Agreement shall not be longer than the Initial Term as set forth in the Agreement. Any automatic renewal or extension (whether or not conditioned upon any notice or absence thereof from either Party) shall be deemed null and void ab initio, and the term of the Agreement shall not be extended or renewed except by mutual written agreement.

11. **Miscellaneous.** No amendment, modification, supplement or waiver of this Agreement shall be binding unless set forth in writing and signed by both parties. Neither Party may assign its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other. A waiver of any provision hereof or the breach of any provision by either party in one instance shall not be deemed a waiver of the same in any future instance. Provision headings are solely for convenience and have no legal significance. The provisions of this Agreement are severable. If a court or arbitrator holds any provision of this Agreement invalid, illegal or unenforceable, then the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which taken together shall represent one instrument. This Agreement shall constitute the entire understanding between the parties with respect to its subject matter, and shall supersede any prior agreements with respect to the subject matter of this Agreement.