

**Bucknell University**  
**Additional Terms and Conditions**  
**for Facilities Contracts – Work Performance**

The terms and conditions listed herein apply to all work performed for Bucknell University (“Bucknell”). Performance of work for Bucknell, on any property owned, leased, or controlled by Bucknell (“Work”) by contractor, subcontractor, vendor, and/or supplier (“Contractor”) constitutes agreement of the following additional terms and conditions:

1. **Order of Precedence.** To the extent there is any conflict between any other agreement and the terms and conditions set forth herein, these Bucknell University Additional Terms and Conditions shall govern. Where Contractor 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 Work 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. **Standard of Work.** All work must be performed in accordance with Bucknell standards, practices, and all applicable local, state, and federal regulations. Safety shall be a prime concern of the Contractor at all times. The Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures for coordinating and constructing the Work, including site safety and safety precautions and programs.

4. **Condition of Work Site.** Contractor shall, to Bucknell’s satisfaction, at all times maintain the site free from all waste materials or debris caused by the activities of the Contractor.

5. **Warranties.** In addition to manufacturer warranties, Contractor shall provide a workmanship warranty that will correct all failures or defects in the Work for a period of one year after date of acceptance by Bucknell.

6. **Compliance with Law.** Contractor will comply with all applicable federal, state or local laws and ordinances pertaining to the subject matter of this Agreement at all times in performance of the Work. In addition to any other remedies available to Bucknell, Bucknell may terminate the Agreement, at no cost to Bucknell, if Bucknell reasonably believes [Contracting Party] is not in compliance with any applicable federal, state or local laws. Excavation work must be performed in accordance with PA Act 287 (PA One Call Law).

7. **Compliance with University Policies.** Contractor acknowledges the provisions of the Bucknell University's Conduct Regulations as they pertain to Bucknell staff, as set forth in the current edition of the Staff Handbook. Contractor is required to adhere to these standards, as well as those set forth in Bucknell University’s Contractor Code of Conduct and failure to do so will be deemed as a breach of this Agreement. A copy of the Code of Conduct is available in the Facilities Office main reception area.

8. **Certificate of Insurance.** Prior to start of work, Contractor must provide certificate of insurance for worker's compensation, property damage and public liability that meets minimum requirements established by Bucknell.

9. **Independent Contractor:** Contractor acknowledges status as an independent contractor and not as an employee of Bucknell. As such, Contractor 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 Contractor shall not self-represent to any third-party as being an employee of Bucknell.

10. **Nondiscrimination:** Contractor agrees and warrants that in the Work, Contractor 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.

11. **Force Majeure:** The Parties agree and acknowledge that Work 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.

12. **Termination:** Bucknell may terminate this Agreement upon written notice if the Contractor materially breaches or violates any of the terms, obligations, or certifications under this Agreement, and fails to cure such breach within the time stated on the written notice of such breach.

13. **Indemnification:** Contractor 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 Contractor or its employees or agents which may occur during, or which arise out of, the Work; provided, however, that Bucknell provides Contractor with prompt written notice of the claim, tenders control of the defense of the claim to Contractor, and cooperates fully with Contractor in settlement or defense of the claim

14. **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.