

Columbia University
IT Service Provider Agreement

IT Service Provider Agreement ("Agreement") dated as of _____ (the "Effective Date") between The Trustees of Columbia University in the City of New York located _____ at _____ ("Columbia") and _____, located at _____ ("Service Provider").

- 1) Scope. In addition to the duties and obligations contained in this Agreement, the Service Provider agrees to perform the services (the "Services") described in the attached Statement of Work (Attachment 1).
- 2) Term and Termination.
 - a) The Term of this Agreement is from _____ to _____, unless earlier terminated in accordance with this Section 2. The Statement of Work will begin on the Effective Date and will end when Service Provider and Columbia have completed their obligations there under, unless otherwise stated in the Statement of Work.
 - b) Columbia may terminate this Agreement in whole or in part at any time without cause upon at least fifteen (15) days written notice to Service Provider. If this Agreement is a subcontract (with Columbia being the contractor to another party, and Service Provider being Columbia's subcontractor), then Columbia may immediately terminate this Agreement upon written notice to Service Provider if the prime contract is terminated for any reason. If Columbia terminates this Agreement without cause, Columbia will promptly pay Service Provider for its Services performed through the effective date of termination, in accordance with the terms of this Agreement.
 - c) Columbia may terminate this Agreement for Service Provider's breach upon at least ten (10) days written notice to Service Provider, unless during such notice period Service Provider fully cures the breach to Columbia's reasonable satisfaction.
 - d) Service Provider may terminate this Agreement for Columbia's breach for failure to pay any undisputed amounts, then due upon at least thirty (30) days written notice to Columbia, unless during such notice period Columbia fully cures the breach.
 - e) In the event of any termination, or at any time upon Columbia's request, Service Provider will: (i) immediately return to Columbia any Columbia proprietary materials and information in Service Provider's possession or control, including without limitation all Columbia Confidential Information and any deliverables then under development; and (ii) at Columbia's request, cooperate with Columbia in the transition of the work performed in the services described in the Statement of Work.

- f) Any provisions of this Agreement, (including, but not limited to, Confidentiality and Indemnity obligations), that by their nature extend beyond termination will remain in effect in accordance with their terms.
- 3) Payments. Conditioned upon Service Provider's performance of the Services in accordance with this Agreement, Columbia will pay Service Provider the amounts specified in Attachment 1 (the "Statement of Work"). The payments specified in the Statement of Work represent Columbia's total financial commitment to Service Provider for all Services and deliverables, and other obligations under this Agreement.
- 4) Performance of Services.
- a) Service Provider will perform the Services in accordance with any project schedule set forth in the Statement of Work. The parties agree that "time is of the essence" with respect to Service Provider's performance.
 - b) Service Provider will assign qualified and experienced personnel to perform the Services. Where the Statement of Work identifies specific Service Provider personnel, these individuals will remain assigned to provide the Services throughout the term of this Agreement, in accordance with their roles and responsibilities identified in the Statement of Work, unless otherwise approved in writing by Columbia. However, if Columbia objects to the manner of performance of any Service Provider personnel (including any third-party contractors or agents of Service Provider), Service Provider will promptly take all necessary actions to rectify the objections, including, if requested by Columbia, the prompt removal of the individual from the provision of Services to Columbia. If it becomes necessary to replace any personnel, Service Provider will provide as a replacement a person with equivalent or better qualifications, as approved by Columbia (such approval not to be unreasonably withheld).
 - c) Columbia will have a reasonable opportunity not to exceed thirty (30) days, unless otherwise specified in the Statement of Work to review all deliverables or Services provided to Columbia. If Columbia informs Service Provider of a deficiency in the deliverables or Services, Service Provider will promptly make corrections and re-submit them to Columbia for review and approval. Service Provider will not charge Columbia for the time and expense in making corrections to deliverables that fail to comply with the requirements. If Service Provider is not able to timely make all appropriate corrections, Columbia may elect to terminate the Statement of Work, in which event Service Provider will promptly refund any amounts previously paid by Columbia for work not performed. Nothing in this clause herein will excuse Service Provider from meeting any delivery or project schedule set forth in the Statement of Work.
 - d) Service Provider will deliver status and other reports to Columbia as requested. Status reports will identify anticipated or actual project delays or issues in reasonable detail. If Service Provider believes that Columbia is failing to perform any activity or obligation that will delay or interfere with Service Provider's performance of this Agreement, Service Provider will promptly notify Columbia in writing per Section 12 (a) and will cooperate with Columbia's efforts to resolve the matter. Columbia's unreasonable failure to perform any activity or obligation will not excuse Service Provider's delay or nonperformance, unless Service Provider provides timely notice to Columbia in accordance with this Agreement.

5) Warranties.

- a) Service Provider and Columbia warrants that it has the requisite power and authority to enter into and perform its obligations under this Agreement. Service Provider warrants that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.
- b) Service Provider warrants that it will perform the Services (i) in a diligent and highly professional manner, (ii) in accordance with applicable law; and (iii) through qualified and experienced individuals to perform the Services. Service Provider will obtain all required governmental and third-party licenses, approvals, and permits appropriate for the provision of Services and deliverables.
- c) Service Provider warrants that all deliverables will be developed in accordance with the quality standards of the applicable industry and will meet in all respects the requirements set forth in the Statement of Work.
- d) Service Provider further warrants that the Services and deliverables will not infringe or misappropriate the rights of any third party.
- e) Service Provider has all power and authority to convey ownership of the Services and deliverables to Columbia in accordance with this Agreement.

6) Confidentiality.

- a) Service Provider acknowledges that in the course of performing its responsibilities under this Agreement, Service Provider may be exposed to or acquire information that is proprietary or confidential to Columbia University and/or its affiliates. For purposes of this Agreement, such information ("Confidential Information") shall include all information, written or oral, relating to the business, operations, services, facilities, processes, methodologies, technologies, intellectual property, research and development, employees, patients, faculty and students, other consultants and authorised agents of Columbia University, and/or its affiliates.
- b) Service Provider agrees to hold the Confidential Information in strict confidence and not to disclose the Confidential Information to third parties or use Confidential Information for any purposes whatsoever, other than for the performance of Service Provider's obligations hereunder, without the express written permission of Columbia University.
- c) Service Provider shall be permitted to disclose Confidential Information only to its officers and employees who have an absolute need to know such Confidential Information in order to fulfil Service Provider's obligations to Columbia University hereunder and who are informed of and agree to be bound by the confidentiality obligations of this Agreement. Service Provider shall assist Columbia University in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- d) Service Provider shall immediately advise Columbia University if it learns or has reason to believe that any person who has had access to Confidential Information

has violated or intends to violate the terms of this Agreement, will reasonably cooperate in seeking injunctive relief against such person.

- e) All Confidential Information is and shall remain the sole property of Columbia University. Service Provider shall not gain any interest or rights in or to the Confidential Information by virtue of its disclosure to Service Provider.
- f) The Confidentiality obligations shall not extend to information that: (i) as of the time of its disclosure or thereafter becomes available to the public through a source other than Service Provider, (ii) was rightfully known to Service Provider as of the time of its disclosure, (iii) is rightfully learned by Service Provider from a third party not under a confidentiality obligation to Columbia University, or, (iv) is required to be disclosed pursuant to a subpoena, court order, or government authority. Service Provider shall provide prompt written notice to Columbia University prior to such disclosure, so that Columbia University may seek a protective order or other appropriate remedy.
- g) Upon conclusion of the Statement of Work, or at such earlier time as Columbia University may direct, Service Provider will return to Columbia University all Confidential Information in its possession, including all copies thereof. Upon request, Service Provider shall certify to Columbia University in writing that all Confidential Information has been returned.

7) Ownership Rights.

- a) All deliverables to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Service Provider in the performance of Services hereunder, (collectively the "Work Product") will be owned exclusively by Columbia, including all proprietary and intellectual property rights therein. To the fullest extent permissible under law, the Work Product will be a "work made for hire" for the University. To the extent not automatically vested in Columbia, Service Provider hereby assigns to Columbia all rights, title and interest in and to the Work Product, including, without limitation, copyright, patent, and trade secret rights. Upon Columbia's request, Service Provider will execute any additional documents necessary for Columbia to perfect its ownership rights.
- b) Notwithstanding the foregoing, Service Provider will retain ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Work Product, provided that Service Provider will inform Columbia in writing before incorporating any pre-existing material or pre-existing intellectual property into the Work Product. Service Provider hereby grants Columbia a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense) to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing materials and intellectual property as may be incorporated into the Work Product or otherwise provided to Columbia in the course of performing the Services.

8) Indemnity.

- a) To the fullest extent permitted by law, Service Provider will indemnify, hold harmless and defend Columbia, its trustees, officers, faculty, students, agents, and

employees against any and all damages, suits, actions, claims, liabilities, losses, judgments, costs and expenses arising out of or relating to (i) any personal or bodily injury (including death) or property damage caused by Service Provider's negligent, willful, or unlawful acts or omissions or breach of this Agreement, (ii) breach of Service Provider's confidentiality obligations, or (iii) an infringement or misappropriation of any third party intellectual property or proprietary rights (including, without limitation, trademark, trade secret, copyright or patent) by the Services or Work Product.

- b) Columbia will provide prompt written notice to Service Provider of any claim that Service Provider is obligated to indemnify under this Agreement. Service Provider will be permitted to control the defense of the claim and any related settlement negotiations, and Columbia will cooperate (at Service Provider's expense) with the defense and settlement of the claim. In seeking to settle a claim, Service Provider may not purport to accept or expose Columbia to any liability, or admit to any fault, unless approved in writing in advance by an authorized representative of Columbia, as identified in Section 12. Columbia will have the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

9) Disputes.

- a) The parties will make good faith efforts to resolve any dispute concerning this Agreement prior to commencing litigation.
- b) Columbia will not be deemed in breach of this Agreement for withholding any portion of payment that Columbia is disputing in good faith. Columbia will, however, make prompt payment of any portion of an amount not under dispute.
- c) The laws of the State of New York will govern all rights, duties, and obligations arising from or relating in any manner to this Agreement, without regard to conflict of laws principles. Any and all claims arising from or relating to this Agreement will be heard either in United States or New York State courts located in the City and County of New York.

- 10) Use of Name. Service Provider will not (i) use the name, insignia, symbols or marks of Columbia, its faculties or departments, or any variations or combination thereof, or the name of any trustee, employee, faculty member or student, or advertise the fact that Service Provider has contracted with Columbia, (ii) release any information relating to this Agreement, including but not limited to the date / duration of the Agreement, (iii) advertise or otherwise publish, circulate or disclose any information relating to the Agreement. For the purpose of this clause, "information" includes but is not limited to, broadcasts, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia or any media now known or hereafter created.

11) Insurance.

- a) Service Provider will maintain, at its own cost and expense – and require all of its contractors (subcontractors) to maintain at their own cost and expense – the types and amounts of insurance listed on the Columbia University-Department of Risk Management website (Insurance Requirements for Contractors) relevant to the

work being performed. Such insurance must be purchased with carriers rated "A" "VI" or better by A.M. Best and authorized to do business in the State of New York. In no such instance may the insurance limits purchased by Service Provider be less than those proscribed below:

- i) Commercial General Liability insurance, written on an occurrence basis including, but not limited to, coverage for contractual liability, products and completed operations, personal injury, bodily injury with no exclusions, and broad form property damage liabilities with liability limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.
- b) When working on-site at Columbia facilities or at Columbia sponsored events,
 - i) Workers' Compensation and Employers Liability insurance, covering each employee of Service Provider engaged in the performance of work under this Agreement, with minimum limits of liability in accordance with applicable state law in the case of Workers' Compensation insurance, and with not less than the following limits of liability in the case of Employers Liability insurance: Workers' Compensation - Coverage A – Statutory; Employers Liability - Coverage B- Each Accident - \$1,000,000; Policy Limit - \$1,000,000; Each Employee by Disease - \$1,000,000.
 - ii) Automobile Liability insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 per occurrence.
- c) When the Service Provider will be performing work of a specialized professional nature – to include but not limited to design, consulting, engineering, or any other professional services, Service Provider shall carry Professional Liability/Errors and Omissions insurance with limits not less than \$1,000,000 per claim. If Service Provider's services include software development, systems development, or outsourced systems, the insurance shall include coverage for liability arising from intellectual property infringement, information technology, and software development services. If the Professional Liability insurance is claims-made, the coverage shall be maintained for three (3) years following termination of this Agreement.
- d) When the Service provider will be performing work involving Personally Identifiable Information (PII) or Protected Health Information (PHI), Service Provider shall carry Cyber/Privacy Liability insurance with limits not less than \$5,000,000 per claim to include but not limited to the unauthorized use of and access to Columbia information systems, defense of regulatory actions involving security incidents, failure to protect confidential information, and costs related to notification services. Notwithstanding anything in this Agreement, the indemnification and liability provisions of the BAA executed by the parties shall govern any liability or indemnification obligations which may arise under the BAA.
- e) When the Service Provider will be performing work involving physical or electronic care, custody or control over any money, securities, precious metals, artifacts or

other property owned by or due to Columbia, Service Provider shall carry Commercial Crime/Fidelity insurance with minimum limits of \$5,000,000 per loss against acts caused by Employee Dishonesty. Additionally, if Service Provider will be collecting, processing or recording any payment transactions including credit, debit, ATM, check or vouchers, on behalf of Columbia, Service Provider shall also carry Commercial Crime/Fidelity insurance with minimum limits of \$5,000,000 per loss against acts caused by Forgery, Fraud, and Computer Crime.

- f) Each of the policies required by subsections (a) and (b) above shall provide that the insurance company pay the costs of defense (including attorneys' fees) of any suit or proceeding against Columbia University or its trustees, officers, agents, or employees, alleging any omission or act relating to this Agreement, and seeking damages on account thereof, even if such suit is groundless, false or fraudulent. All insurances listed here shall be primary and non-contributory, contain waivers of subrogation on behalf of Columbia and its insurers, and shall be written to cover claims incurred, discovered, manifested or made during or after the expiration of this Agreement. Insurance procured by Service Provider shall not reduce or limit Service Provider's obligation to indemnify and defend Columbia University or Service Provider's liabilities for claims made or suits brought which result from or are in connection with the performance of this Agreement. Any insurance Columbia University may purchase shall be excess and non-contributory. Service Provider is responsible for any deductibles/self-insured retentions under all of the required insurance policies. Notwithstanding any other provision in this agreement, the insurance obligations listed here shall not limit or reduce the liability of Service Provider to Columbia. Columbia may at any time during the term of this Agreement change or modify the insurance requirements of Service Provider with thirty (30) day written notice.
- g) Prior to commencement of the work, Service Provider will deliver certificates of insurance to the University providing evidence of the coverage required above. Each certificate of insurance shall provide for a 30 (thirty) day written notice of cancellation or material change and with respect to Commercial General Liability and Auto Liability insurance, shall name The Trustees of Columbia University in the City of New York, its trustees, officers, agents and employees as additional insured. Certificates of insurance are to be sent to Columbia University, Central Purchasing, 615 West 131st Street, 3rd Floor, New York, NY 10027. Failure or waiver to provide a Certificate of Insurance shall not waive Service Provider's obligation to maintain the insurance requirements set forth herein.

12) Notices.

- a) All required reports to be delivered to the Columbia Department issuing the Statement of Work shall be addressed as follows:

- b) All other written notices to be delivered to Columbia shall be addressed to:

Columbia University Purchasing
615 West 131st Street
3rd Floor
New York, NY 10027
Attn: Central Purchasing

with a copy to:
Columbia University
Office of the General Counsel
412 Low Library
Mail Code 4308
535 West 116th Street
New York, NY 10027

- c) All written notices to be delivered to Service Provider shall be addressed to:

- d) Either party may change its addressee or other information by providing written notice thereof to the other party, as identified in subsection (a) and (b), respectively.

- 13) Force Majeure. Columbia and Service Provider shall not be in default nor liable for any failure in performance or loss or damage under this Agreement due to any Force Majeure Event. "Force Majeure Event" is defined as an event, or a series of related events, that is outside the reasonable control of the party affected (including, but not limited to, power failures, industrial disputes affecting any third party, changes to the law, disasters, pandemics, explosions, fires, floods, riots, terrorist attacks and wars). Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under this Agreement, those obligations will be suspended for the duration of the Force Majeure Event. A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will: (a) forthwith notify the other; and (b) inform the other of the period for which it is estimated that such failure or delay will continue. The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

14) Regulatory and Compliance

- a) Service Provider acknowledges that Service Provider has received and reviewed a copy of the written Identity Theft Prevention Program (ITPP) maintained by Columbia University pursuant to the FTC Red Flags Rule, 16 C.F.R. §681.2 (<https://universitypolicies.columbia.edu/content/identity-theft-prevention-policy>). In performing activities in connection with a Covered Account (as defined in the ITPP), Service Provider and its personnel will maintain and observe policies and

procedures to detect relevant Red Flags that may arise in the performance of the Service Provider's activities and will take appropriate steps to prevent or mitigate identity theft. Service Provider agrees to report promptly and comprehensively to Columbia University in writing in the event Service Provider in connection with a Covered Account detects an incident of actual or attempted identity theft or is unable to resolve one or more Red Flags that Service Provider detects in connection with a Covered Account.

b) Service Provider acknowledges below listed commitments, but are not limited to the following:

i) Anti-Bribery: Service Provider will take no action, or omit to take any action, that would violate or cause Columbia to be in violation of, applicable anti-bribery and other anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act. Service Provider agrees that in connection with this Agreement, Service Provider will not offer, pay, promise to pay, or authorize the payment of, directly or indirectly, money or anything of value to any entity or other person of any type (including, but not limited to, any government official, official of any public international organization, political party official, or political candidate) for the purpose of influencing any act or decision or to secure any other improper benefit or advantage.

ii) Other Laws: Service Provider will take no action, or omit to take any action, that would violate or cause Columbia to be in violation of, applicable laws, including, but not limited to, U.S. trade controls, export, and anti-boycott laws and regulations. Service Provider represents and warrants that it and all other resources engaged directly or indirectly by Service Provider in connection with this Agreement are not themselves (nor are they owned or controlled, in whole or in part, by others that are): (a) debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency, (b) subject to U.S. trade sanctions or restrictions, (c) on the U.S. Treasury Department's Specially Designated Nationals list (www.treasury.gov/sdn), or (d) otherwise restricted, embargoed, or prohibited under applicable law from entering into agreements with U.S. entities and individuals.

iii) Political Activity: In connection with this Agreement, Service Provider will not attempt to influence the outcome of any election for public office, carry on any voter registration drive, support lobbying activity, or otherwise support attempts to influence local, state, federal, or foreign legislation.

iv) Continuing Representations: Without limitation of Service Provider's other obligations, any failure to comply with the provisions of this section will be deemed a material breach of contract. Upon Columbia's request, Service Provider will provide documentation and records demonstrating its compliance with this section.

c) As required by state and local law and regulation, the Service Provider acknowledges completing and/or requiring their employees to complete annual sexual harassment prevention training to its employees, as required by New York Labor Law, NY Lab. L. § 201-G, and New York City Human Rights Law, N.Y.C.

Admin. Code § 8-107(30). Upon Columbia's request, Service Provider will provide documentation and records demonstrating its compliance with this section.

- d) NATIONAL DEFENSE AUTHORIZATION ACT (NDAA) CERTIFICATION. As required by Section 889(a)(1)(B) of the National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232), Service Provider has conducted a reasonable inquiry to determine whether any equipment, system or service provided by Service Provider to Columbia uses "covered telecommunications equipment or services" as defined in Federal Acquisition Regulation (FAR) clause 52.204-25(a), as a substantial or essential component of any system, or as critical technology as part of any system. To date, Service Provider has not identified that any equipment, system, or service provided by Service Provider to Columbia uses "covered telecommunications equipment or services." Service Provider shall notify Columbia within one business day of any change to Service Provider's Certification.
- e) Compliance Program Requirements. To the extent required by applicable law, including N.Y. Soc. Serv. Law § 363-d and its implementing regulations and relevant guidance, Service Provider will be subject to and must participate in Columbia's clinical care compliance program, to Columbia's reasonable satisfaction. If Service Provider fails to participate in the compliance program to Columbia's reasonable satisfaction, this will be considered a breach of this Agreement and Columbia may terminate the Agreement in accordance with Section 2(c).
- f) When applicable, Service Provider agrees that it may create, receive from or on behalf of Institution, or have access to, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 10 U.S.C. Section 1232g (collectively, the "FERPA Records"). Service Provider represents, warrants, and agrees that it will hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (i) permitted or required by this Agreement (ii) required by law (iii) otherwise authorized by Columbia in writing; Service Provider further warrants that it will safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Service Provider protects its own confidential information; must continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement. At the request of Institution, Service Provider agrees to provide Columbia with a written summary of the procedures Service Provider uses to safeguard the FERPA Records.

15) Other.

- a) Service Provider and its agents, contractors and employees entering upon Columbia's premises will take all proper and sufficient precautions and safeguards against the occurrence of any accidents, injuries (including death) or damages to any person or property.
- b) Neither of us will attempt to assign this Agreement, in whole or in part, without the prior written consent of the other. Service Provider may not subcontract any of its obligations hereunder without prior written consent from department contact identified in Section 12 (a). Any attempt to assign or subcontract without consent

is void. Any approved subcontracts will be subject to all conditions of this Agreement, and Service Provider will be responsible for the performance of its subcontractors to the full extent as if employed directly by Service Provider.

- c) This Agreement does not create any right or cause of action for any third party.
- d) Service Provider will perform the Services in accordance with all applicable laws, rules and regulations, including but not limited to equal employment opportunity laws and import and export control laws and regulations. If Services are funded through a government grant or contract, Service Provider will comply with all laws, regulations, standards, and rules applicable to such grant or contract, as if they were fully set forth in this Agreement. Service Provider shall ensure that Service Provider's personnel shall comply with Columbia's respective rules, regulations, policies, Code of Ethics, and security procedures, including, without limitation, COVID protocols including PPE and vaccination status.
- e) Service Provider warrants that all deliverables do not include, and that any method of transmitting the deliverables to Columbia will not introduce, any program, routine, subroutine, or data (including malicious software or "malware", viruses, worms and Trojan Horses) that are designed to disrupt the proper operation of the deliverables or any other software or system used by Columbia, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action, will cause the deliverables or any system or software used in connection with the deliverables to be destroyed, damaged or rendered inoperable.
- f) If any provision of this Agreement is held to be invalid or unenforceable, but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable in accordance with its objectives. In any case, the remaining provisions of this Agreement will remain in full force and effect.
- g) The failure or delay of either party to insist on strict performance of any term or condition, or to exercise any right or remedy in this Agreement, is not intended, and will not be construed as, a waiver of any such right or remedy.
- h) Service Provider will maintain accurate and current accounting and financial records concerning its activities under this Agreement. At a mutually agreeable time, Columbia or its designated representatives will have the right to audit (at Columbia's expense) Service Provider's books, records and operations to confirm compliance with its obligations under this Agreement.
- i) Service Provider warrants that there exists no actual, potential or appearance of conflict between Service Provider's family, businesses, or financial interest and Service Provider's performance of the Services. Service Provider represents that it has not offered (and will not offer during the term of this Agreement) any compensation, reward, gift, favor, service, outside employment, reimbursement of expenses, loan, ownership interest, or anything else of monetary value, to any officer, trustee, faculty, employee, student, or contractor, of Columbia as an inducement to entering into or continuing under this Agreement. Service Provider will notify Columbia in writing of any change in conditions that might give the

appearance of a conflict of interest. Service Provider will support and safeguard Columbia's legitimate interests in any dealings with third parties.

- j) Service Provider is an independent contractor with respect to Columbia, and nothing in this Agreement constitutes the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. Neither Service Provider nor its employees or agents will be entitled to any benefits applicable to Columbia's employees. Service Provider will be solely responsible for its compliance with all laws, regulations, and rules regarding employment of its personnel, and for any claims made by personnel or other individuals assigned by Service Provider to provide the Services, including any wages, benefits, workers' compensation, health and unemployment insurance, and pension contributions.

- k) In case of a conflict between the provisions set forth above and the Statement of Work or other attachment to this Agreement, the provisions set forth above will govern, unless otherwise specifically agreed in writing.

This Agreement is the complete agreement between Columbia and Service Provider regarding its subject matter and replaces any prior oral or written communications between them. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. Any variance from or addition to the terms and conditions of this Agreement in any present or future invoice or other document delivered by Service Provider will be void and of no effect unless agreed to in writing by an authorized representative of Columbia.

This Agreement may be signed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative. The person signing this Agreement attests that they have the power and authority to do so on behalf of the Parties.

Signed:
"Service Provider"

Sign: _____

Name: _____

Title: _____

Date: _____

Signed:
**The Trustees of Columbia University
in the City of New York**

Sign: _____

Name: _____

Title: _____

Date: _____