

**MOORE COLLEGE OF ART AND DESIGN**

**CONTRACT FOR SERVICES**

**Date of This Agreement:** \_\_\_\_\_ (day) of \_\_\_\_\_ (month), 20\_\_.

**Between:** **Moore College of Art and Design (“Moore”)**  
\_\_\_\_\_ Department

**And Independent Contractor (the “Contractor”):**

Company/Individual Name \_\_\_\_\_  
Name of Officer/Principal \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Taxpayer ID# or Social Security # \_\_\_\_\_  
Telephone # \_\_\_\_\_

**1. Acknowledgements**

The Contractor is not an employee or student of Moore. The performance of any of the tasks required to complete the Scope of Services described below is not intended to create an employee/employer relationship. The Contractor is solely responsible for any and all taxes which may be applicable to the payments it receives from Moore.

**2. Scope of Services (include description of deliverables)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Payment for Services**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Payment Terms** 30 days from the date of service

**5. Term During Which Services Are To Be Performed**

\_\_\_\_\_  
\_\_\_\_\_

**6. Governing Law** The substantive laws of the Commonwealth of Pennsylvania.

**7. Contractor Indemnifications**

Contractor agrees to exonerate, indemnify, defend and hold Moore, its trustees, employees, agents or other contractors harmless from and against any costs, expenses (including reasonable counsel fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted on behalf of any person or governmental authority, arising out of or in any way connected with (a) any failure by the Contractor to comply with any statutes, ordinances, regulations or orders of any governmental authority; or (b) any accident, bodily injury, or damage to or loss or theft of property, which shall occur in or about the premises occasioned wholly or in part by reason of any act or omission of the Contractor, or any of its agents, vendors, licensees, invitees or employees.

**8. Moore Indemnifications**

Moore agrees to exonerate, indemnify, defend and hold the Contractor harmless from and against any costs, expenses (including reasonable counsel fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted on behalf of any person or governmental authority, arising out of or in any way connected with (a) any failure of Moore to perform any of the terms, covenants or conditions of this agreement; (b) any failure by Moore to comply with any statutes, ordinances, regulations or orders of any governmental authority; or (c) any accident, bodily injury, or damage to or loss or theft of property, which shall befall the participant occasioned wholly or in part by reason of any act or omission of Moore, or any of its or employees, agents, other contractors, licensees, or invitees.

**9. Intellectual Property Rights**

Unless otherwise set forth in the Scope of Services, all right, title and interest in and to all deliverables therein described shall, to the extent possible, be assigned to Moore. In the event that the deliverables shall be deemed not to constitute works for hire, or in the event that Contractor should be deemed to retain any rights to any deliverables, Contractor does hereby assign all right, title and interest in and to such deliverables to Moore. Contractor agrees to execute and documents of assignment or registration of copyright requested by Moore respecting any and all deliverables.

**10. Moore Authorities**

This Agreement can only be approved, and become binding on Moore, if signed by any of the following Moore representatives: Senior Vice President of Finance or President.

**In Witness Whereof**, the parties have caused this Agreement to be executed by their duly authorized representatives on the date and year first above written.

For Moore: \_\_\_\_\_ For Contractor: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_