

**LIBERTY UNIVERSITY, INC.  
COLLEGE OF OSTEOPATHIC MEDICINE  
INDEPENDENT CONTRACTOR AGREEMENT**

**Instructions:** Please complete the table below:

<b>Full Legal Name of Independent Contractor (the "IC"):</b>	
<b>Address of IC:</b>	
<b>Address of Liberty:</b>	1971 University Boulevard Lynchburg, VA 24515
<b>Name of Liberty Representative:</b>	
<b>Name of the IC Representative:</b>	
<b>Effective Date of the Agreement:</b>	
<b>Description of the Project:</b>	

This Independent Contractor Agreement (the "Agreement"), is made between the IC, as designated above, and Liberty University, Inc., a Virginia non-stock corporation ("Liberty"), each of whom may also be referred to individually as a "party" or collectively as the "parties." This Agreement is made effective as of the date set forth above (the "Effective Date").

By signing this Agreement, Liberty and the IC agree as follows:

**1. SERVICES.** Liberty hereby engages the IC to provide the services and deliverables ("Services") set forth in one or more Statements of Work, in the form of Schedule A ("SOW"), completed by the parties during the term of this Agreement, which are incorporated herein by reference. The IC hereby accepts Liberty's engagement, and the IC agrees to perform the Services via the exercise of the IC's independent professional judgment.

**2. INDEPENDENT CONTRACTOR STATUS:** This Agreement does not constitute employment or an offer of employment by Liberty to the IC. The IC acknowledges and agrees that the IC is an independent contractor and not an employee of Liberty for federal and state income tax purposes, workers' compensation insurance, or benefits offered to employees of Liberty. The IC and Liberty agree to file such federal and state income taxes and other tax returns and related documents as may be required of either of them in connection with the earnings of the IC as an independent contractor under this Agreement. The IC understands and agrees that the IC's earnings will be reported on a Form 1099 and that the IC is responsible for all local, state, and federal taxes applicable to earnings. The IC understands and agrees that, as an independent contractor, the IC is not eligible to participate in any benefits offered to Liberty's employees, including, but not limited to health benefits, vacation and sick leave benefits, retirement plans, or other insurance plan participation.

**3. COMPENSATION FOR SERVICES AND PAYMENT:** In exchange for the Services, Liberty hereby agrees to pay the IC the fees identified in the applicable SOW (the "Compensation"). The parties agree that the Compensation is reasonable and fair value for the Services. Liberty shall pay the IC the Compensation upon the IC's complete performance of the Services. Upon termination of this Agreement for any reason, IC will be paid fees specified on the SOW for work, which is then in progress on a proportional basis, through the effective date of such termination. Unless other terms are set forth in the SOW for projects which are in progress, Liberty will pay IC for services and will reimburse Consultant for previously approved in writing expenses within thirty (30) days of the date of IC's invoice. Any amounts not paid when due will accrue interest at the rate of one percent (1%) per month or the highest rate permitted by applicable law, whichever is less.

**4. TERM AND TERMINATION:** The term of this Agreement begins on the Effective Date and continues until the earlier of (i) the satisfactory completion of the Services as determined by the Liberty Representative, or (ii) the date set forth in the SOW.

This Agreement, including any applicable SOW, may be terminated early as follows: (a) either party may terminate this Agreement if the other party materially breaches any provision and fails to cure such breach within thirty (30) days of receiving written notice of the breach; (b) Liberty may terminate this Agreement for any reason by providing the IC with thirty (30) days prior written notice of termination; or (c) Liberty may immediately terminate this Agreement upon (i) the sale of a majority of the IC's assets; (ii) upon the sale or change in ownership of a majority of the voting securities of the IC; (iii) if Liberty believes that any act or omission by the IC has or is likely to have an adverse effect on Liberty's reputation; or (iv) if the IC becomes insolvent, ceases to conduct business in the ordinary course, files for dissolution or becomes subject to any bankruptcy proceeding. The failure by Liberty to pay amounts subject to a good faith dispute between the parties will not constitute a material breach of the Agreement.

Termination of this Agreement will be in addition to and not in limitation of any other rights or remedies to which either party is or may be entitled. Termination of this Agreement will not relieve any party from any liability for any breach of this Agreement occurring prior to termination. The IC shall only be entitled to the reasonable value of work the IC has completed, as Liberty determines, through the date of the termination if the work the IC has completed has met Liberty's requirements and specifications. The provisions contained in this Agreement which, by their nature, may be or must be enforced subsequent to its termination, including, but not limited to, indemnification, warranties, confidentiality, and intellectual property ownership, will survive and will not be affected by the termination of this Agreement, regardless of the reason for termination.

**5. BACKGROUND CHECK:** The IC hereby authorizes Liberty to perform a background check on the IC if Liberty requires a background check for the Services, as Liberty determines in its sole discretion. This Agreement is contingent upon both Liberty and any applicable health services subsidiaries or affiliates successfully credentialing the IC and the IC being licensed in Virginia. A component of the credentialing process includes a background check.

**6. REPRESENTATIONS AND WARRANTIES:** The IC represents and warrants that: (a) it is either (i) an individual person or sole proprietorship, or (ii) a legal entity that is duly organized and validly existing in good standing under the laws of the state of its organization; (b) it has full power and authority and is authorized to enter into this Agreement; (c) the execution, delivery, and performance of this Agreement does not conflict with any agreement, instrument, or understanding that is binding on the IC nor violate any law, regulation, or order that applies to the IC; (d) it has all rights and permissions necessary to perform the Services and to make any grant of rights to Liberty that is contemplated by this Agreement; and (e) the Services do not violate or infringe any copyright, patent, trade secret, trademark, trade name, right of privacy or publicity, or any other third party rights.

**7. INDEMNIFICATION AND HOLD HARMLESS:** To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party from and against any and all losses, expenses, damages, claims, demands, judgments, fines, charges, liens, liabilities, actions, causes of action, or proceedings of any kind whatsoever, including reasonable attorneys' fees, (collectively, "Losses") (whether arising on account of damage to or loss of property, personal injury, or death) arising directly or indirectly in connection with that party's (a) breach of this Agreement (including any covenants, representations, or warranties contained herein); or (b) negligence or willful misconduct in performance of this Agreement. The IC will indemnify, and hold harmless Liberty from any Losses arising from (a) any claim by an employee or contractor of the IC for wages, benefits or other compensation; (b) the IC not properly withholding and paying tax amounts for its employees and contractors; or (c) any third-party claim alleging that any of the Services infringe upon such third-party's patent, copyright, trademark, trade secret, or other intellectual property rights. Neither party is entitled to any claim for consequential damages, lost profits, indirect damages, or any other prospective damage.

**8. NON-DISCLOSURE & CONFIDENTIALITY:** "Confidential Information" means nonpublic information that Liberty designates as being proprietary or confidential to Liberty or that, given the nature of the information or the circumstances surrounding disclosure the IC knows or should know that Liberty considers such

information as confidential or proprietary. Confidential Information will not include any information that: (a) is or subsequently becomes publicly available without the IC's breach of any obligation owed to Liberty; (b) was known by the IC prior to Liberty's disclosure of such information; (c) became known to the IC from a source other than Liberty other than by the breach of an obligation of confidentiality owed to Liberty; or (d) is independently developed by the IC without reference to Confidential Information. During the performance of this Agreement and after the termination thereof, the IC will hold in confidence and will not directly or indirectly disclose to any person or use for its own benefit any Confidential Information provided and shall not, for any reason, except in the proper performance of this Agreement or as required by law, use or disclose to any third-party person or entity any Confidential Information, unless Liberty otherwise permits in writing. Upon the termination of this Agreement, the IC shall immediately return to Liberty or, at Liberty's option, destroy all documents or other materials related to Confidential Information. If Liberty chooses destruction, the IC shall certify such destruction to Liberty in writing.

**9. OWNERSHIP OF INTELLECTUAL PROPERTY:** Unless otherwise agreed in writing or provided hereunder, including in any SOW, Liberty will retain all rights, title, and interests in all deliverables provided to Liberty as part of the Services, which will be considered "works made for hire," as defined in the U.S. Copyright Act of 1976 ("Intellectual Property"). IC agrees to execute any and all documents and do any and all further acts, at Liberty's expense, as may be requested by Liberty from time to time to carry out the intent and purposes of this section, including, but not limited to, executing and delivering all instruments requested by Liberty to secure or protect its rights in and to the Intellectual Property or giving testimony in support of creation, inventorship or authorship consistent with this Agreement as may be necessary in any legal proceedings or any application proceedings for any U.S. or foreign patents or copyrights. As owner of the Intellectual Property, Liberty will have the right to independently use, make improvements to, make derivative works of, and license the Intellectual Property. To the extent Liberty uses, makes improvements to, makes derivative works of or licenses any of the Intellectual Property, Liberty will have no obligation to pay any royalty or other fee to IC beyond the compensation specified in this Agreement.

**a. Pre-Existing Intellectual Property.** The IC will retain all rights, title, and interests in the Intellectual Property that it has as of the date of this Agreement ("Pre-Existing IP"). However, Liberty will have an irrevocable, royalty-free, and perpetual license to use for its internal business purposes any of IC's Pre-Existing IP that is incorporated into any materials, work product, documents, data, and other deliverables developed or provided by IC in connection with any Services or products provided to Liberty.

**b. Independently Developed Intellectual Property.** The IC will retain all rights, title, and interests in all Intellectual Property that it independently developed for purposes outside of the scope of the Services yet developed during the term of this Agreement ("Independently Developed IP"). However, Liberty will have an irrevocable, royalty-free, and perpetual license to use for its internal business purposes any of the IC's Independently Developed IP that is incorporated into any materials, work product, documents, data, and other deliverables developed or provided by IC in connection with any Services or products provided to Liberty.

**10. CONFIDENTIAL RECORDS COMPLIANCE:** To the extent the IC receives education records or otherwise becomes aware of information from education records directly related to a student and protected by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232, as amended ("FERPA"), and other laws with respect to its activities under this Agreement, the IC acknowledges it has a duty to maintain the privacy of student records and agrees that its use and maintenance of these education records, including the use and disclosure of personally identifiable information concerning a student from education records, will always be in accordance with FERPA as if the IC was itself an educational institution. Specifically, the IC shall comply with the IC's obligations under FERPA as a "school official" and FERPA's "legitimate educational interests" limitation on its use or disclosure of education records. Additionally, the IC shall implement reasonable and typical administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access, and to secure any protected education records the IC might possess. The IC agrees to abide by FERPA's limitation on re-disclosure of personally identifiable information in education records; to not use or disclose education records created or received from, by, or on behalf of Liberty or its students for any purpose other

than the purpose for which such disclosure is made; and to not use or disclose such education records except as permitted by this Agreement, as required by law, or as authorized by Liberty in writing.

**11. PCI COMPLIANCE:** To the extent the IC receives, stores, processes, and/or transmits cardholder data (e.g., credit card numbers and other related information, as such term is defined by the Payment Card Industry Data Security), the IC shall comply with all PCI Data Security Standards.

**12. HIPAA COMPLIANCE:** To the extent the IC provides services, activities, or products subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder, the IC agrees that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103) and agrees that it may be subject to, and if so, will comply with, the provisions of 45 CFR 165 Subpart E regarding use and disclosure of Protected Health Information. The IC agrees to use any subject data or Protected Health Information only for purposes authorized by a signed subject consent form, authorization, or approved waiver.

**13. ADVERTISING:** The IC may not use Liberty's name, logo, or other service marks, or the fact that Liberty contracts with the IC in any of the IC's product or service literature or advertising without the prior written consent of Liberty.

**14. INSURANCE COVERAGE REQUIREMENTS:** The IC, at its sole cost and expense, shall maintain during the term of this Agreement Professional Liability Insurance of at least \$1,000,000, written on an occurrence or claims made basis. All policies shall remain in effect for a period of at least three (3) years following termination or expiration of the Agreement. If coverage is cancelled or terminated at any time during such period, IC shall arrange for reporting of claims by means of an "extended reporting" endorsement or obtain replacement coverage with "prior acts" coverage for the remainder of such three (3) year period. All policies must include coverage on a primary and non-contributory basis to that of Liberty for scope of work provided by the IC. All policies must be placed with carriers who have an AM Best rating of A-/VIII or above.

**15. CERTIFICATE OF INSURANCE:** The IC must deliver certificates evidencing the insurance required by this Agreement prior to the date on which the IC first performs the Services to Liberty and upon request by Liberty throughout the term of this Agreement. Such certificates must at least set forth the amount of insurance, the additional endorsements or blanket coverage terms (for applicable policies), the policy number, the date of expiration, and an endorsement that Liberty will receive more than thirty (30) days written notice prior to cancellation, non-renewal, material change to or expiration of the policy. The certificates must bear an inked or stamped signature. Certificates of insurance will be sent to the Liberty business unit responsible for the Agreement prior to commencement of the Services.

**16. LIBERTY'S INSURANCE PROCUREMENT RIGHT:** In the event the IC's insurance providing the coverage required under this Agreement is canceled and replacement insurance is not obtained prior to the effective date of such cancellation or if the IC fails to procure the insurance required herein, Liberty, at its option, will have the right to procure such coverage and charge the expenses incurred to the IC or terminate this Agreement including any outstanding SOW in addition to any other rights or remedies Liberty may have.

**17. ENTIRE AGREEMENT & SEVERABILITY:** This Agreement contains the entire and final agreement of the parties regarding the provision of the Services, and the parties shall not change this Agreement except by writing that both the IC and Liberty sign. All prior and contemporaneous negotiations and agreements between the parties regarding the provision of the Services are expressly superseded by this Agreement. The terms of this Agreement prevail over any conflict between this Agreement and any SOW, unless the SOW specifically references the conflicting term. Should any court of competent jurisdiction determine that any provision of this Agreement is invalid, void, or unenforceable for any reason, the parties agree to sever such provision from this Agreement, and the remaining provisions shall continue in full force and effect without being impaired or invalidated and shall be interpreted broadly and favorably to fulfill the expectations of the parties with regard to the matters addressed herein according to the remaining terms.

**18. CHOICE OF LAW; FORUM SELECTION:** This Agreement will be governed by the laws of the Commonwealth of Virginia, without regard to its choice of law provision. Any dispute involving this Agreement

must be resolved in a court located in Lynchburg, Virginia. The IC hereby irrevocably and unconditionally submits to and waives an objection to the jurisdiction and venue of said courts.

**19. NOTICE:** Any notice, payment, demand or communication required or permitted to be delivered or given by the provisions of this Agreement shall be deemed to have been effectively delivered or given and received on the date personally delivered to the respective party to whom it is directed, or when deposited by registered or certified mail, with postage and charges prepaid and addressed to the parties at the addresses set forth in the table above.

**20. TAXES:** The parties acknowledge that Liberty is a not-for-profit organization exempt from the payment of Virginia sales and use taxes.

**21. SURVIVAL:** The provisions in this Agreement covering indemnification, confidentiality, insurance, and governing law shall survive the expiration or termination of this Agreement.

**22. ASSIGNMENT; DELEGATION.** The IC may not assign, subcontract, delegate, or transfer any of its rights or obligations under this Agreement or any SOW without Liberty's prior written consent.

**23. FORCE MAJEURE.** Any delay or failure in the performance by either party hereunder will be excused if and to the extent caused by the occurrence of a Force Majeure event (defined below) as long as the party whose performance is affected by the Force Majeure notifies the other party as promptly as practicable thereof and takes commercially reasonable efforts to overcome it and resume performance hereunder as soon as possible. For the avoidance of doubt, the foregoing sentence shall not apply to any failure or delay of performance of any payment obligation. If a party's performance is affected by a Force Majeure, the time for that party's performance will be extended or, as appropriate, suspended for the duration of the Force Majeure without liability, except as otherwise provided in this Agreement. For purposes of this Agreement, a "Force Majeure" shall mean the occurrence of unforeseen circumstances beyond a party's reasonable control and without such party's negligence or intentional misconduct, including, but not limited to: acts of God, pandemics, civil unrest, fires, riots, wars, or embargoes. Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. Notwithstanding anything to the contrary contained herein, if either party is unable to perform hereunder by reason of a Force Majeure for a period of thirty (30) consecutive days, then the other party may terminate this Agreement immediately without liability by ten (10) days written notice to the other party.

**24. COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

This Agreement shall become effective as of the Effective Date set forth above when fully executed by both Parties.

**LIBERTY UNIVERSITY, INC.**

**INDEPENDENT CONTRACTOR**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE A**  
**Statement of Work**

This Statement of Work ("SOW") dated [DATE] is entered into pursuant to the Independent Contractor Agreement dated [DATE] (the "Agreement") between Liberty and the IC. Capitalized terms used but not defined herein have the meanings set forth in the Agreement.

<b>Description of the Services the IC will Perform:</b>	[Describe services to be performed, including objectives of the project, required meetings, reports, etc.]  [Describe the IC's team and technical capabilities. Also describe how the IC is to coordinate and report (and when) back to Liberty]
<b>Start Date of Project:</b>	
<b>Project End Date:</b>	
<b>Fees for Service; Compensation Terms:</b>	[Describe compensation terms for Services; how/when will payments be made; include a list of service level requirements and performance guarantees. Detail the remedies to explain the financial consequences for not meeting the defined performance guarantees]
<b>Additional Terms</b>	[Any other information or terms relevant to transaction not otherwise addressed in the main agreement]