

SERVICE AGREEMENT

**Rider to Service Agreement dated _____ (“Agreement”) between
_____ (“Vendor”) and Pace University (“Pace”).**

The following clauses are hereby incorporated and made a part of the Agreement, to either replace or supplement the terms thereof. In the event of any conflict between the terms of this Rider and the terms of the Agreement, the terms of this Rider shall control.

1. **Vendor’s Expertise.** The Vendor represents that it has sufficient staff available to perform the services and that all individuals providing services have the background, training and experience to perform properly the services to be delivered under this Agreement and for adequately supervising them at the work site. Vendor warrants that the work shall be accomplished in compliance with all applicable Federal, State and local laws, ordinances, rules, regulations and codes, including but not limited to OSHA requirements. Vendor shall not solicit, possess or use in any manner, tools and equipment to include, but not limited, to ladders, hand tools, lifts and power tools that are the property of Pace or its employee.
2. **Fees and Expenses.** Except as specifically provided in the Agreement, all expenses shall be borne by the Vendor. Final payment shall be subject to Vendor’s delivery to Pace of all deliverables in form and substance satisfactory to Pace.
3. **Termination.** This Agreement may not be renewed without the written consent of the parties. Either party may terminate this agreement upon thirty (30) day prior written notice to the other party. In the event of any termination of the Agreement, there shall be an equitable pro-rata adjustment between the parties relative to fees for services rendered through the effective date of termination.
4. **Restrictions.** It is understood and agreed between the parties that the Agreement is not intended to nor does it create an employment contract between Vendor and any of its employees, nor does it create a joint relationship or partnership between the parties hereto. Vendor’s relationship to Pace is that of an independent contractor. It will be permitted to engage in any business and perform services for its own accounts, provided that such business and services shall not compromise the services provided under this Agreement. Except as specifically permitted in the Agreement, neither party shall use the name or trademarks of the other party or incur any obligation or expense for or on behalf of the other party without the other party’s prior written consent in each instance.
5. **Confidentiality.** During the course of performance of the Agreement, Vendor may be given access to information that relates to Pace’s past, present and future research, development, business activities, products, services, technical knowledge and personally identifiable student and employee information. All of such information shall be deemed to be “Confidential Information” unless otherwise indicated by Pace in writing at or after the time of disclosure. The Vendor may use the Confidential Information only in connection with the specific duties authorized pursuant to this Agreement. Access to the Confidential Information shall be restricted to those of Vendor’s personnel, representatives, and contractors on a need

to know basis solely in connection with Vendor's internal business. Vendor agrees to notify Pace of any authorized use or disclosure of Confidential Information.

6. **Assignment.** Vendor shall not assign its duties hereunder without the prior written consent of Pace.
7. **Binding Effect.** This agreement shall be binding upon the parties hereto and upon their respective successors and permitted assigns.
8. **Compliance With Laws and Pace Regulations.** Vendor and its contractors, employees and agents shall comply with all pertinent federal, state and local statutes, codes and regulations, including, the Family Educational Rights and Privacy Act of 1974 ("Buckley Amendment") with respect to personally identifiable student education records, the Gramm-Leach-Bliley Act with respect to student financial information, Health Insurance Portability and Accountability Act of 1996 (HIPAA) with respect to medical records and applicable provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 relating to Equal Employment Opportunity, section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended and section 503 of the Rehabilitation Act of 1973. Vendor and its contractors, employees and agents shall obtain and maintain in full force and effect, all necessary permits, licenses and authorizations required by governmental and quasi-governmental agencies. Vendor shall advise Pace of all permits and licenses required to be obtained in Pace's own name for the services to be provided herein, and shall cooperate with Pace in obtaining same. Vendor shall be responsible to ensure that its employees, agents and contractors abide by all applicable Pace University rules, regulations and policies, including but not limited to policies regarding campus security.
9. **Indemnity.** The Vendor shall indemnify and hold Pace and each of its officers, directors, employees, students, agents, invitees, contractors and assigns, harmless from and against all claims, causes of action, damages, liabilities, fines, costs and expenses (including reasonable attorneys' fees) arising from or in connection with violation of the terms of this Agreement, violation of any applicable laws, infringement of third party proprietary and/or intellectual property rights, libel, slander and other torts including personal injury, property damage and death arising from the bad faith, negligent or willfully wrongful acts or omissions of the Vendor and/or its employees, its third-party vendors, contractors, subcontractors or agents, in connection with the goods and services provided in connection with this Agreement.
10. **Cooperation.** The parties agree to cooperate with each other in connection with any internal investigations by Pace or Vendor of possible violation of their respective policies and procedures and any third party litigation, except that Pace shall not be required to have any contact with any Union or Union representatives of Vendor's employees or subcontractors or participate in any Union grievance or other proceedings relative to Vendor's employees or subcontractors except as a fact witness.
11. **Insurance.** In addition to Worker's Compensation, as required by law, Vendor shall carry and maintain Automobile Liability Insurance combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) and Commercial General Liability insurance in the minimum amounts of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate per location, covering all of Vendor's activities related to this Agreement. Vendor's liability policies shall name Pace as an additional insured.

Vendor shall carry and maintain such policies with an insurance company authorized to do business in the State of New York. Upon execution of this Agreement, Vendor shall provide Pace with certificates of insurance evidencing the aforesaid coverage, prior to commencing services pursuant to this Agreement. Such certificates shall specify that thirty (30) days prior written notice shall be given to Pace University in the event of any material change, cancellation or intent not to renew such insurance. Contractor shall require subcontractors, if any, to carry the same types, forms and minimum amounts of insurance. The amounts of insurance required to be obtained by Vendor hereunder shall not constitute a limitation on the indemnification obligations of Vendor.

12. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of New York, and The State of New York, County of New York is hereby designated as the sole jurisdiction for litigation of all claims and disputes that may arise from this Agreement.

13. **Notices.** All notices to Pace University in connection with this Agreement shall be sent to:

Vice President, Facilities and Planning
235 Elm Road
Briarcliff, New York 10510

With simultaneous copies to:

Treasurer
Pace University
1 Pace Plaza
New York, NY 10038

and

Pace University Counsel
1 Pace Plaza
New York, NY 10038

All notices to Vendor in connection with this Agreement shall be sent to:

PACE UNIVERSITY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____