

shall be paid not-shsh. Reimbursable expenses shall be reasonable and stand-
expenses. CWRU will not pay for premium travel, lodging, or meals. For example, CWRU will
lowest available of coach fare, but not first class, and does not pay for travel Agent fees; CWRU
cab fare, but not a limo; being base room rate shall not exceed One Hundred Ninety Dollars
(\$199) per night. Reimbursable mileage shall be expensed in accordance with current IR
Business Mileage Rate. Reimbursement for meals shall be expensed in accordance with the current
USGSA per diem rate for Cleveland, Cuyahoga County, Ohio. Reimbursable meals shall not include
alcoholic beverages. Expenses shall be for employees of the Consultant then engaged in services
directly associated with the Services. CWRU does not pay for parking on reimbursable expenses.
Charges to CWRU shall match precisely with supporting detailed itemized documentation. Supporting
detailed itemized documentation (e.g., receipts or similar detailed itemized documentation) is required
for reimbursement.

(c) Invoices Invoices for compensation and reimbursable expenses shall be submitted promptly upon completion of the Services. Invoices shall be in a format agreed to by CWRU and contain CWRU's Purchase Order number. Invoices are payable within 45 days from receipt and approval by CWRU. CWRU shall have no obligation to pay invoices submitted later than ninety (90) days from the date of close of the month in which the Services were completed.

3. Independent Contractor. In all matters relating to this Agreement, Consultant shall be acting as an independent contractor. Neither Consultant's employees shall be the employees of CWRU under the meaning or application of any federal or state laws, including but not limited to unemployment insurance or worker's compensation laws. Consultant shall assume all liabilities and obligations imposed by any such laws with respect to its employees. Consultant shall have no authority to act as the agent of CWRU and shall not hold itself out as such.

4. CWRU Data; Confidential Information. All data, documents and other CWRU property furnished to Consultant by CWRU shall remain the exclusive property of CWRU. Consultant agrees that such CWRU property shall be used solely for the purpose of performing the Services. Consultant shall be responsible for the safekeeping of such property and, if CWRU requests, Consultant shall sign and deliver a written, itemized receipt therefor upon conclusion of the Services, all such property shall be returned to CWRU or destroyed, at CWRU's option. Consultant may be furnished or given access to knowledge, information, data, and confidential or privileged documents. srm5(a)4.c38(l)2.34.4 (n

8. Use of Name Consultant agrees to not use CWRU name or logos for any advertising or other commercial purposes, or otherwise disclose any provisions of this Agreement, without the prior written approval of CWRU.

9. Compliance with Law. Consultant agrees to comply with all applicable federal, state and local laws and regulations. Consultant shall not discriminate on the basis of race, religion, age, sex, color, disability, sexual orientation, political affiliation, national or ethnic origin, or veteran status.

10. Insurance. Consultant represents that it now carries, and during the term of this Agreement will continue to carry and maintain at its own cost, with such companies as are reasonably acceptable to CWRU, with an A.M. Best rating of "A VII" or better, all liability insurance (which shall include as a minimum the requirements set forth in (i) statutory Worker's Compensation, (ii) Employers Liability or Ohio Stop Gap coverage in an amount of not less than \$500,000, (iii) Comprehensive General Liability, including contractual liability and public liability coverage in a minimum \$1 million occurrence/\$1 million aggregate), naming CWRU as Additional Insured (iv) Umbrellas excess liability in an amount of not less than \$1,000,000, (v) Professional Liability (minimum \$1 million occurrence/\$2 million aggregate), if applicable, and (vi) Automobile Liability (minimum \$1 million combined single limit). Prior to performing the Services, Consultant shall furnish certificates of insurance as evidence of such coverage.

11. Indemnification. Consultant shall indemnify, defend and hold CWRU harmless from and against all claims, actions, liabilities, damages and expenses (including reasonable attorney's fees) incurred by CWRU arising out of or contributed to by the acts or omissions of Consultant or anyone acting under Consultant's direction or control or on Consultant's behalf.

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- b) Exhibit B –CWRU Standard AutoCAD Documentation pages 1 thru 9
- c) Exhibit C– Tobacco Free Campus Policy dated July 1, 2017, page 1 of 1

16. Notices. Any notices required to be given hereunder shall be deemed sufficient if sent by