

## Appendix A

### TERMS AND CONDITIONS FOR GRANT CONTRACTS

1. **Liability.** Neither of the parties hereto shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this Agreement. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
2. **Amendments.** This Agreement represents the complete Agreement between the parties, superceding any other prior or contemporaneous written or oral agreements. Any changes, corrections or additions to this Agreement shall be in writing in the form of a supplemental agreement signed by all necessary parties and setting forth therein the proposed change, correction or addition.
3. **Applicable Law.** This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. Each party consents to the jurisdiction of any court or administrative tribunal of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have personal jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.
4. **Independent Contractor.** In performing the work required by the Agreement, each party will act as an independent contractor and not as an employee or agent of the other party. The relationship of the parties to this Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
5. **Conflict in Terms.** Should any portion of the Agreement contain terms which conflict with those contained within this page, the terms contained on this page shall unequivocally control.
6. **Severability.** If any paragraph or term of this Agreement is deemed to be unlawful, invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall remain binding on the parties hereto.
7. **Termination of Contract.** The University or the School District shall have the right to terminate the Agreement for any of the following reasons. Termination shall be effective upon written notice to the School District or the University:
  - (a) **Termination for Convenience.** Either party shall have the right to terminate the Agreement for its convenience if it determines termination to be in its best interest. The University shall be paid for work satisfactorily completed prior to the effective date of the termination.
  - (b) **Termination for Cause.** Either party shall have the right to terminate the Agreement upon written notice for the party's default as to any of the terms contained in the Agreement between the parties or by law. If it is later determined that the party erred in terminating the Agreement for cause, then, at the party's discretion, the Agreement shall be deemed to have been terminated for convenience under Subparagraph (a).
  - (c) Either party may terminate the Agreement at any time upon ten (10) days written notice to the other party. The School District shall pay for any and all work satisfactorily performed to the date of termination, in accordance with the terms and conditions set forth in the Agreement.