

LIMITED CONTRACT STANDARD TERMS AND CONDITIONS
(OGC-1; revised 07/2020)

1. *Standard of Care; Compliance, etc.* The Contractor shall carry out the Work with the highest competence and diligence of providers in its field, and shall cooperate with the School District and others, if any, whose work affects or is affected by its Work. The Contractor shall complete the Work to the satisfaction of the School District. The Contractor shall comply with all applicable law in connection with this Contract, including Whistleblower Protection under 41 U.S.C. § 4712; Pennsylvania Act 126, 24 Pa. Stat. § 12-1205.6; the Pennsylvania Right-to-Know Law, 65 Pa. Stat. § 67.101 to 67.3104; and 24 Pa. Stat. § 1-111.1, Employment History Review, as amended. The Contractor's materials, if any, shall be good, free of defects, merchantable and fit for the School District's particular purposes. Payment by the School District, or acceptance of the Work, does not relieve the Contractor of responsibility for its materials and Work, and if necessary, without additional compensation, the Contractor shall promptly correct any errors or omissions in the Work. Time is of the essence of the Contractor's performance of the Work, including the delivery of any materials to the School District, under this Contract. The Contractor shall maintain appropriate disaster recovery/business continuity and contingency plans providing for continued operation in the event of an adverse event or circumstance affecting the Contractor's business operations so as to minimize any interruption of the Work to the School District.
2. *Site License.* If the Contractor carries out any of the Work on School District premises, the School District grants the Contractor a limited, revocable license to use only such School District premises as required in order to complete the Work. The Contractor shall comply with all rules and regulations applicable to its use of School District premises. The Contractor shall promptly and fully reimburse the School District for the actual costs of repairing any and all damage to School District premises caused by the Contractor or any of the Contractor's officers, agents, employees or subcontractors.
3. *Background Checks.* In compliance with 24 Pa. Stat. § 1-111, as amended, and 23 Pa. Con. Stat. Ann. §§ 6344, 6344.2, as amended, before starting any Work, the Contractor shall submit to the School District the originals of a current (*i.e.*, dated within five (5) years prior to the Contractor's starting Work for unpaid volunteers and dated within one (1) year for paid individuals (including employees, officers, agents, servants, and Subcontractors) unless the School District has in the preceding five (5) years received and properly reviewed the individual's checks, in which case the parties may rely on the individual's prior submission provided that all individuals relying on prior submitted checks must submit an arrest or conviction report and certification form in a form acceptable to the School District)) (a) Pennsylvania State Police criminal history record information report, (b) Federal Bureau of Investigation federal criminal history record information, (c) child abuse history official certification, and (d) a sexual misconduct/abuse disclosure release required by Act 168 of 2014 (24 Pa. Stat. § 1-111.1) and all relevant matters and materials disclosed for the Contractor, if the Contractor is an individual, and for each of the Contractor's and any of its subcontractor's employees, officers, agents, servants, volunteers or subcontractors who may have Direct Contact with children or Direct Volunteer Contact while performing any of the Work. "Direct Contact with children" and "Direct Volunteer Contact": *see* 22 Pa. Code § 8.1 and 23 Pa. Cons. Stat. Ann. § 6303(a), as amended. The Contractor shall ensure that it and its officers, employees, agents and subcontractors comply with the requirements of 24 Pa. Stat. § 1-111(j), which mandates reporting within seventy-two (72) hours by any officer, employee or agent of the Contractor or of any subcontractor of an arrest or conviction for an offense listed in 24 Pa. Stat. § 1-111(e). The Contractor shall provide notice to the School District, within forty-eight (48) hours, of all notices and reports required, and all checks conducted, under § 1-111(j).
4. *Invoices.* The Contractor shall give the School District detailed invoices describing all Work performed and promptly upon request shall provide evidence satisfactory to the School District supporting any and all items set forth on an invoice.
5. *Taxes and Other Obligations.* In general, the School District will not contract with persons delinquent in payment of any Commonwealth of Pennsylvania (the "Commonwealth") or City of Philadelphia taxes (the "City") or other indebtedness at the making, or at any time during the Term, of this Contract. The Contractor agrees, for itself and any person controlling, controlled by, or under common control with, the Contractor (each, an "affiliate"), that the Contractor, at any time during the Term of this Contract, on notice from the School District, shall deliver to the School District proof in writing of its and its affiliates': (a) tax compliance, in the form of a "Certificate of Tax Clearance" from the City's Department of Revenue; and (b) execution and delivery of a settlement agreement or other plan to satisfy any indebtedness to the City for or on account of any City tax, or to satisfy any other obligation owed by the Contractor or its affiliates to the City; and to the Commonwealth for or on account of any

Commonwealth tax, or to satisfy any other indebtedness or obligation owed by the Contractor or its affiliates to the Commonwealth. The foregoing notwithstanding, however, the Contractor and its affiliates may diligently and in good faith pursue any bona fide claim or appeal with the Commonwealth, or the City, of its liability or the amount of any tax or other obligation to the Commonwealth or the City to the final appeal, resolution or compromise thereof with the Commonwealth or the City, as the case may be. The Contractor and its affiliates shall promptly pay all uncontested taxes and other obligations to the Commonwealth and the City. The Contractor grants the School District the right to set off against, and the right to withhold payment of, any and all Compensation accruing under this Contract and any other contract, in order to provide for the payment by or on behalf of the Contractor and its affiliates of all of taxes and other obligations then owed by the Contractor or any affiliate to the City or the Commonwealth. Each party may rely on certificates provided by the City or the Commonwealth in withholding payment or exercising a set off under this Section 5.

6. *Grant Funding; Crossing Fiscal Years.* If the School District pays for any of the Work with funds received by the School District as a grant, or on any other terms, from any source, including the United States of America, the Commonwealth, the City, including any department or agency thereof, or from any private charity or corporation, then the Contractor shall comply with the terms of the applicable grant contract. The School District shall give the Contractor a copy of the grant on request by the Contractor. If the School District will pay any of the compensation in any fiscal year after the current fiscal year (fiscal years run July 1 – June 30), the compensation that may accrue in the following fiscal year remains subject to legally mandated budget authorization by the Board of Education, under Applicable Law. If for any reason the Board of Education does not provide funds for compensation to accrue hereunder in a subsequent fiscal year, then this Contract shall automatically terminate at the end of the fiscal year for which the Board of Education authorized funds.

7. *Best Pricing.* The Contractor shall furnish services to the School District at the lowest price that the Contractor charges other similarly situated parties. If the Contractor charges more than this amount, in addition to all other remedies, the School District shall have the right to a refund in the amount of overcharge, plus interest at the rate of 0.5% per month from the date the overcharge was paid. The Contractor shall not charge different School District units, *e.g.*, schools or administrative offices, different prices for providing a specific service or program in a given fiscal year.

8. *Independent Contractor; No Partnership.* The School District has engaged the Contractor as an independent contractor to carry out the Work. Neither the Contractor nor any of its agents, employees or subcontractors shall in any way or for any purpose whatsoever be deemed an agent or employee of the School District, and these persons shall have no right to receive any School District employee benefits or any other privileges or immunities of any School District employee. Neither the Contractor nor its agents, employees or subcontractors shall hold themselves out as agents or employees of the School District, and none has any power legally to bind the School District to any third party. Anything set forth elsewhere in this Contract to the contrary notwithstanding, including but not limited to any references in any exhibits to a “partnership” or “partner” relationship, the parties have not created, do not intend to create, and no party, nor any other person, including any court or other tribunal, shall construe anything set forth in this Contract as creating a joint venture or partnership between the School District and the Contractor with respect to the Work.

9. *Non-Discrimination.* The Contractor, for itself, its directors, officers, agents, employees and subcontractors, covenants and agrees that it shall not discriminate against or intimidate any employee or other person on account of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin, gender identity, marital status, genetic information, or Vietnam-era or any other veteran status. The School District is an equal opportunity employer under applicable law, and requires the same of the Contractor. The School District shall not do business with any person that unlawfully discriminates on the basis of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin, gender identity, marital status, genetic information, or Vietnam-era or any other veteran status, or any other impermissible ground in hiring, promotion, subcontracting or procurement practices. If the Contractor breaches this Section 9, the School District has the right to terminate this Contract.

10. *Subcontracts and Assignment.* The Work constitutes personal or professional services, or both, of the Contractor. The Contractor shall not subcontract any of the Work or any other obligations under this Contract, in whole or in part, without in each case obtaining the prior written consent of the School District, which the School District may grant, withhold, condition or delay in its sole discretion. Except through an approved subcontract, the Contractor shall not assign this Contract, or any part of this Contract, including payment, without the prior written consent of the School District, which the School District may grant, withhold, condition or delay in its sole discretion.

11. *Audit.* During the Term of this Contract, and for six (6) years after its expiration or termination (24 Pa. Stat. § 5-518), the School District, the Controller of the City, the Commonwealth, including its Auditor General, or, if federally-funded, the federal department or agency, or any of their authorized representatives, may audit any and all aspects of the Contractor's payments and performance under this Contract, including its billings and invoices. The Contractor shall retain all records and documentation pertaining to this Contract for not less than six (6) years following expiration or termination of this Contract.

a. *Inspector General.* The School District's Inspector General shall have all the rights, powers and privileges of an Auditor under this Contract, and any and all additional rights, powers and privileges as provided by Applicable Law and by delegation from the Board of Education. The Contractor shall cooperate and comply with any audit or investigation by the School District's Inspector General, or by any other inspector general having jurisdiction over the School District, and any joint investigation. The Contractor and its partners, members, shareholders, directors, officers, employees, agents, contractors and subcontractors shall cooperate fully with the School District's Inspector General by providing true, correct and complete information and records, as well as all necessary or appropriate assistance in any matter investigated by the Inspector General. In any investigation the School District's Inspector General shall have and enjoy complete and unimpeded access to all papers, workpapers, books, records, documents, information, personnel, processes, e.g., meetings, data, computer hard drives and networks, e-mail, text or instant messages, facilities and other assets owned, leased, licensed or used by or for the School District, as necessary in performing investigative or audit activities pertaining in any way to the business, operations or public functions of the School District or the Board of Education, and in the custody of the Contractor or any subcontractor.

12. *Indemnification; Notice and Defense of Claims.* The Contractor shall indemnify, defend and hold harmless the School District, its officers, employees, agents, and the members of the Board of Education and the School Reform Commission, from and against any and all losses, expenses, including, but not limited to, litigation and settlement costs and attorneys' fees and costs, claims, suits, actions, damages, liability and expenses for or on account of actual or alleged loss of life, bodily injury, personal injury, damage to property, or the use of facilities or equipment furnished to the Contractor that arise out of or are related to the performance or non-performance of the Work by the Contractor or the Contractor's agents, subcontractors, assignees, independent contractors, employees or servants, or for or on account of actual or alleged violation of any third party's copyright, trademark, patent, trade secret or other valid proprietary right, employment discrimination, contamination or adverse effects on the environment, intentional acts or omissions, failure to pay any subcontractors or suppliers or any event of default under this Contract that may arise out of or are related to the performance or non-performance of the Work by the Contractor or the Contractor's agents, subcontractors, assignees, independent contractors, employees or servants. If the Contractor receives notice of a legal claim against it in connection with or in any way related to this Contract, the Contractor shall (a) submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the applicable insurance policy and, (b) within five (5) business days of receipt of notice of the claim, give notice of the claim to the School District. The Contractor shall defend all claims described in this Section above with competent and experienced counsel acceptable to the School District. If the Contractor fails to assume the defense of any and all claims described in Section 12 above within fifteen (15) days of notice from the School District, or if within such fifteen (15)-day period actual prejudice may occur if action is not taken, then at the Contractor's cost and expense, the School District may undertake the defense, compromise or settlement of any such claims or consent to the entry of a judgment with respect to such claims, on behalf of and for the account and risk of the Contractor, and the Contractor shall thereafter have no right to challenge the defense, compromise, settlement or consent to judgment of such claims by the School District.

13. *School District Immunities; Self-Insurance.* Any other term, covenant or condition of this Contract to the contrary notwithstanding, the School District, its officers, employees and agents, and the members of the Board of Education and the School Reform Commission, retain their statutory governmental, official and any other immunity provided pursuant to the laws of the Commonwealth, including under 42 Pa. Cons. Stat. Ann. §§ 8501 and 8541 *et seq.*, as amended. The Contractor acknowledges and agrees that the School District (a) is a Local Agency, as defined in 42 Pa. Const. State. Ann. §§ 8501 and 8541; and (b) does not waive, nor have the power to waive, for itself or for its officers, employees, or for the members of the Board of Education and the School Reform Commission, by way of indemnity or otherwise, the defenses of governmental, official or any other immunity derived from said statutes or provided by Applicable Law. The Contractor acknowledges and agrees that the School District self-insures for general liability, automobile liability, workers compensation and other purposes.

14. *Insurance.* Before the Contractor performs any Work under this Contract, the Contractor shall submit to the School District and the School District's Risk Manager, for approval thereof, ACORD certificates of insurance evidencing:

- Commercial General Liability Insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate. If the Contractor will have Direct Contact with children, the Contractor's commercial general liability policy may not and shall not have any exclusion for actual or alleged wrongful physical or sexual contact, abuse or molestation.
- Automobile liability insurance coverage in the amount of \$1,000,000 per occurrence, if the use of an automobile is necessary to comply with this Contract.
- If the Contractor has any employee(s), Workers' Compensation (statutory limits) and Employer's Liability (policy limits of \$100,000 bodily injury by accident; \$100,000 bodily injury by disease per employee; \$500,000 bodily injury by disease).
- Professional Liability Insurance coverage in the amount of \$1,000,000; with a deductible not to exceed \$100,000.
- For any Contract involving technology, Privacy/Cyber Liability, Including Cyber Extortion & Cyber Crime coverage in the amount of \$1,000,000 per claim and \$1,000,000 aggregate; Privacy Breach Notification and Credit Monitoring: \$5,000,000 per Occurrence.
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The certificate of insurance must include the School District, and its Board of Education and members, officers, employees and agents, and such other public entities as the School District may require, as additional insureds with respect to the Commercial General Liability Insurance, and the Contractor's insurance policy must be so endorsed.

The School District reserves the right to require greater coverage limits, additional coverages, or both, on particular contracts, and to require vendors to provide insurance certificates evidencing the required coverages. The services for which the School District may require greater coverage limits, additional coverages or both include but are not limited to transportation, construction, the use of watercraft or aircraft, the use of medical professionals (doctors, nurses, counselors), security services involving police or security guards, services involving financial planning, and services involving the use of hazardous materials. Contractors providing professional development presentations to educators, provided that children will not be present, and which do not include physical demonstrations including but not limited to scientific or athletic demonstrations, need not present proof of general liability insurance coverage unless the School District determines that the activity or activities present a particular risk requiring insurance coverage.

15. *FERPA and Confidentiality; Data Ownership; Security; Data Breach.* The Contractor shall keep in strict confidence all information acquired in connection with or as a result of this Contract that is not generally known to others. The Contractor shall keep in strict confidence as required and to the fullest extent required by any applicable law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"), any and all records and information, in whatever form or format received, pertaining to the School District's individual students and children. The Contractor shall not publish confidential information or any other information which identifies students, employees or officers of the School District by name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. The Contractor shall have no right to use the name of the School District, or its seal, logos or marks, except upon the prior consent of the School District. In supplementation and not limitation of the foregoing, the School District retains and reserves ownership of, and all right, title and interest in, any and all data provided by the School District to the Contractor under or in connection with this Contract. The School District grants to the Contractor a limited, revocable, nonexclusive right and license to use any such School District data, which may include personally identifiable information subject to FERPA, solely in carrying out the Work set forth in this Contract and solely in conformity with FERPA and other Applicable Law. At any time, including after the Term of this Contract, the School District may require that the Contractor promptly deliver to the School District all or any portion of any data provided by the School District and the Contractor shall, without charge to the School District, deliver the requested data in a usable format reasonably specified by the School District. School District data includes any information and data developed by the Contractor, e.g., by populating a database, as part of or associated with the Work set forth in this Contract. The Contractor shall not destroy nor permit the destruction of any School District data, except upon the prior express written consent of the School District. On the expiration or earlier termination of the Term of this

Contract, the Contractor shall promptly and in any event not later than ten (10) business days after request by the School District, return to the School District all School District data then in the possession or control of the Contractor and thereupon the Contractor shall promptly destroy and dispose of any remaining copies of the data in its possession or in the possession of any subcontractor. The Contractor shall establish and maintain physical, administrative, technical, electronic and operational security measures to protect the privacy, confidentiality, integrity and availability of confidential information or any other information which identifies students, employees or officers of the School District and systems, consistent with best practices and industry standards and with Applicable Law applicable to the Contractor and the Work. The School District may conduct, at the School District's expense, vulnerability scanning against networks, systems, and Internet Protocol addresses where the School District data reside. The Contractor shall promptly and timely, within twenty-four (24) hours of becoming aware disclose to the School District any suspected or known occurrence of any misuse or wrongful disclosure of confidential information or any other information which identifies students, employees or officers of the School District, including but not limited to system breaches that may adversely affect the School District or the School District's students, employees or officers.

16. *Conflicts of Interest.* The Contractor, for itself, its affiliates, directors, partners, principals, members, officers, employees, agents and subcontractors, covenants and warrants that neither it nor any of them have any public or private interest which conflicts or may conflict in any manner with the performance of the Work, and that neither it, nor any of its affiliates, directors, partners, principals, members, officers, employees, agents or subcontractors shall acquire directly or indirectly any such interest. Such conflicts include but are not limited to the use of any public authority, office or employment or any confidential information received by or through any public office or employment for the private pecuniary benefit of the Contractor or any of the foregoing; except, however that the term shall not include any action having a de minimis economic impact or which affects to the same degree a class consisting of the general public or a smaller class consisting of an industry, occupation or other group which includes the Contractor or any of the foregoing or any member of the immediate family of the Contractor or any of the foregoing. The Contractor shall disclose promptly and fully to the School District all interests which may constitute such a conflict. The Contractor shall not share any portion of the compensation or fees paid by the School District for services hereunder with any individual if such individual, holds, or has held in the past year, a position of substantial responsibility with the School District or if such individual participated in any way on behalf of the School District in developing this Contract. The Contractor acknowledges that this Contract remains subject to the School District's Code of Ethics.

17. *Debarment and Suspension.* The Contractor certifies for itself, its affiliates, principals, and subcontractors, that none are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing the Work under this Contract or any other contract, bid or request for proposals by any federal government, state or local government entity including but not limited to the School District.

18. *Default.* If the Contractor fails to comply with any of the terms, covenants or conditions of this Contract, fails to perform any of the Work set forth in this Contract, or breaches any of the representations or warranties herein, the School District may declare an event of default. The School District shall have the right to one or more of the following remedies upon an event of default: (a) to complete the services, with the Contractor liable for any excess costs incurred; (b) to terminate this Contract; (c) to compel specific performance by the Contractor; (d) to recover all its money damages; e) to withhold all or part of compensation due; and (f) any and all other statutory, legal and equitable remedies.

19. *Termination for Convenience.* The School District may terminate this Contract for its convenience, that is, for any reason or for no reason at all, at any time, in its sole discretion, without penalty, cost or liability to the School District, by delivering fourteen (14) days prior notice to the Contractor of the School District's intention to terminate this Contract. If the School District terminates this Contract, the School District shall pay for any Work satisfactorily completed before termination, but the Contractor shall have no right to any costs caused by, or loss of profits for, Work that the Contractor did not carry out due to the termination, or for loss of profits for services the Contractor could have performed for other persons. On receipt of a termination notice, the Contractor shall immediately effect the orderly discontinuance of the Work, and shall promptly collect, assemble and transmit to the School District, at its sole expense, all materials developed under this Contract.

20. *License; Property Rights.* For the duration of the Term, the Contractor grants to the School District the royalty-free right to use, reproduce, distribute copies of, display, and perform, all materials, including without limitation studies, media, curricula, and other things of any nature, developed or delivered as part of the Work of this Contract. The Work and any materials delivered by the Contractor under this Contract shall not infringe on any valid patent, trademark, trade name or copyright, and the Contractor shall, at its own expense, defend any and all

actions or suits charging such infringement and indemnify and hold the School District harmless in the case of such action or suit. The Contractor acknowledges and agrees that all original work created by the Contractor as part of its Work are specially ordered by the School District and shall be considered “work for hire” as defined in 17 U.S.C. § 101(2). For avoidance of doubt, subject to the license granted in this Section 20., each party otherwise retains ownership of all of its pre-existing and independently developed intellectual property.

21. *Notices.* The parties shall give all notices, waivers, consents and approvals required under this Contract in writing. The parties deem any notices, waivers, consents and approvals duly given (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (e.g., Federal Express, United Parcel Service), or refused upon courier’s attempt to deliver; or (c) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case, the parties shall send notices to the other party’s representative at the addresses set forth above in this Contract. The parties shall not transmit notices required under or in connection with this Contract by electronic mail, unless the transmission clearly and prominently states in bold-faced text set off for immediate visibility, “this is a legal notice under Contract”. Each party may change its designee for receipt of notice by giving notice thereof to the other party in conformity with this Section 21.

22. *Governing Law; Jurisdiction, Venue.* The parties, and any court or other tribunal, shall construe and enforce this Contract under the laws of the Commonwealth, regardless of its conflict of laws provisions, and without the aid of any canon, custom or rule of law requiring construction against the draftsman. In the event that the parties cannot amicably resolve any dispute and a party resorts to legal action, that party shall file suit only in the state or federal courts sitting in Philadelphia, Pennsylvania. The parties irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have, including any claim of *forum non conveniens* or similar doctrine or theory, to venue in the state or federal courts sitting in Philadelphia, Pennsylvania and each of the parties consents to the personal jurisdiction of such courts (and of the appropriate appellate courts therefrom) and to service of process upon them in accordance with the rules and statutes governing service of process in any such suit, action or proceeding.

23. *Severability; Waiver.* If a court holds any clause of this Contract invalid, that holding shall not affect or impair the validity of any other clause of this Contract; the parties deem the clauses severable and clauses not invalidated shall remain in full force and effect. No one shall or may find that a party has waived any clause in this Contract, any event of default, or any remedy provided for in this Contract, unless that party has given its waiver in a writing signed by that party.

24. *Third Parties.* Nothing in this Contract creates any contractual relationship with, or gives any right, remedy, or cause of action in favor of, any third party against either the School District or the Contractor. The parties do not intend that anything in this Contract create any right or benefit to or for any third party.

25. *Counterparts; Electronic Signatures.* The parties may execute and deliver this Contract in any number of counterparts, each of which the parties shall deem an original, and all of which shall constitute, together, one and the same agreement. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission shall have the same legal effect as delivery of an original signed copy of this Contract. This Contract and any true, correct, and complete counterpart thereof may be executed either (a) on paper with an ink signature or (b) by due, secure electronic method, and any true, correct, and complete counterpart may be transmitted by e-mail or other electronic means. For avoidance of doubt, any true, correct, and complete counterpart may be converted from paper to electronic form, or from electronic form to paper, and such converted true, correct, and complete counterpart shall be deemed an original for transmission, execution, delivery and retention pursuant to the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 *et seq.*

26. *Integration; etc.* This Contract, including its exhibits and attachments, sets forth the entire agreement between the parties and supersedes all prior and contemporaneous oral and written agreements and statements, as well as any and all course of dealing, concerning the subject matter of this Contract, all of which the parties have fully integrated herein. The parties acknowledge and agree that no metadata, which includes any arguments, offers, promises, negotiations, or representations occurring solely in metadata, form any part whatsoever of this Contract, and shall not, as between the parties, form any part of the evidence when interpreting the terms and conditions of this Contract. No amendment or modification shall have any effect unless in writing and signed by both parties. Any provisions of this Contract which contemplate performance by a party after the expiration or earlier termination of this Contract shall survive and be enforceable after such expiration or termination, including without limitation indemnification. This Contract legally binds the parties and their respective successors and assigns.

