

CONTRACTOR SERVICES AGREEMENT

THIS CONTRACTOR SERVICES AGREEMENT (“Agreement”) is entered into as of the date of final signature below (“Effective Date”) between Arcadia University (“University”) and _____ (“Contractor”). University and Contractor are also referred to as a “Party” and collectively as the “Parties”.

- 1. Scope of Work and Deliverables.** Contractor will provide services (“Services”) and deliverables as specified in Exhibit A. Additional Services or Statement of Works (“SOWs”) may be added to this Agreement by written mutual consent.
- 2. Fees and Payment, Term.** As compensation for the satisfactory performance of the Services, University shall pay Contractor a total fee not to exceed _____ Dollars (\$) or as set forth in Exhibit A and any attachments hereto. All invoices shall include an itemization of charges and a description of the Services performed or supplied. If agreed to by University, an additional amount not to exceed _____ Dollars (\$) per month shall be paid for reasonable and customary expenses. Detailed records and receipts for such expenses incurred on behalf of University with a monthly financial report must be provided, and if funded with federal grant or contract funds by University, a government standard form of reimbursement shall be submitted to University for presentation to the federal governmental funding agency. Unless otherwise agreed upon by the Parties, University shall pay all non-disputed invoices within thirty (30) days of receipt. Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Contractor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Contractor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University will determine whether the requested price increase or an alternate option is in the best interest of the University.
- 3. Term and Termination.** Unless otherwise set forth herein or in any SOW, the Agreement term (“Term”) begins on the Effective Date and shall continue for a period of _____. This Agreement will not automatically renew. University may opt to renew this Agreement upon satisfactory completion of the initial Term by providing written notice in a timely manner.

The Parties may terminate this Contract upon mutual written agreement. The University reserves the right to terminate the Agreement in whole or part upon thirty days’ notice when in the best interests of the University without penalty or cause. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. The Contractor shall be entitled to receive just, equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor’s sole remedy against the University in the event of termination under this provision. Either Party may terminate this Agreement if the other Party breaches any term or condition of this Agreement and fails to cure such breach within five (5) days of receipt of written notice of such breach. Notwithstanding the foregoing, Contractor shall not be relieved of liability to University for damages sustained by University by virtue of any breach of this Agreement, and University may withhold any payment due to Contractor for the purpose of setoff until the exact amount of damages due to University from such breach can be determined.

- 4. Taxes.** Contractor shall pay all applicable contributions, taxes, and premiums applicable to performance under this Agreement, including but not limited to, taxes payable under its country’s laws or under federal, state, and local laws, and including payroll taxes of employees engaged in the performance of work under this Agreement. Additionally, Contractor is responsible for all taxes relating specifically to its revenue

derived under this Agreement. University is a tax exempt organization and shall submit an exemption certificate indicating this status upon request.

5. **Warranty.** Contractor warrants that all Services shall be performed in a professional and workmanlike manner, by properly trained personnel, in accordance with generally accepted industry practices, and in a manner that complies with all applicable laws and regulations. All warranties provided herein shall run to University and its successors and assigns.

6. **Confidentiality.** Contractor and all employees, agents, or subcontractors of Contractor providing Services under this Agreement (“Personnel”) agrees to not disclose any Confidential Information (as defined below) to any third parties, without prior written permission from an authorized representative of University. University’s Confidential Information shall include but is not limited to business information, financial information, operational information, trade secrets, confidential information, personally identifiable information, any other sensitive data or any information that is of a nature that a reasonable person would understand is of a confidential and non-public nature, whether in oral form, machine-readable form, written, digital, electronic or other tangible form, and whether designated as confidential by University or unmarked. Contractor shall protect the Confidential Information according to commercially acceptable standards and no less rigorously than it protects its own sensitive data and information. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Information received from, or on behalf of, University. Contractor shall require its Personnel to adhere to the same restrictions and conditions on the use and/or disclosure of Confidential Information that apply to Contractor hereunder.

Contractor shall report to University in writing any use or disclosure of Confidential Information not authorized by this Agreement and specify the Confidential Information disclosed and the mitigation measures and corrective action taken. Contractor shall make the report to University no later than five (5) business days after Contractor learns of such use or disclosure. Notwithstanding anything herein to the contrary, should Contractor become legally required pursuant to applicable law, regulation or regulatory, legal or judicial process (including, without limitation, by deposition, interrogatory, request for documents, subpoena, civil investigative demand, government investigation or similar process) to disclose any of the Confidential Information provided to it or the information referred to above, Contractor shall provide University with prompt prior written notice of such requirement so that University may seek a protective order or other appropriate remedy and/or waive in writing compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained and a written waiver permitting such required disclosure has not been received from University, Contractor (and its respective representatives) agree(s) to disclose (and shall be permitted without liability to disclose) only that portion of the Confidential Information which it has been advised, in the opinion of its legal counsel, it is legally required to be disclose. Contractor shall take all reasonable steps to preserve the confidentiality of the information in question. This Confidentiality provision shall survive the termination or expiration of this Agreement.

Specifically, to the extent applicable, Contractor agrees to maintain the confidentiality of personally identifiable student education records (“Education Records”), as such term is defined under the Family Educational Rights and Privacy Act and regulations promulgated under the Act (“FERPA”). Contractor agrees to (i) abide by the terms of FERPA and University's policy with respect to the handling of Education Records; and (ii) not disclose the information to any third party without the prior written consent of the student as required by FERPA.

7. **Ownership of Intellectual Property.** All materials developed, generated or produced by Contractor and its Personnel pursuant to this Agreement shall be “work(s) for hire,” within the meaning of the United States

Copyright Act (Title 17 United States Code). Contractor assigns, or shall cause to be assigned by any of its Personnel, all rights to the materials developed in the course of providing the Services pursuant to this Agreement and any derivative works, finally and irrevocably to University and shall execute or cause to be executed any and all documents necessary to effectuate this assignment. The University grants to the Contractor a limited license in those graphics or materials only for carrying out the Contractor's obligations under this Agreement. Contractor shall place this Section in any contract it has with its contractors. All work product, equipment or materials created for University or purchased by University under this Agreement belongs to University and must be delivered to University at its request upon termination of this Agreement.

With respect to pre-existing works used by the Contractor in performing this Agreement, the Contractor shall obtain for the University at no additional charge a license to use Pre-existing works for the uses intended under this Agreement, including the right to make derivative works. The Contractor warrants that it has full power and authority to transfer the rights granted by this Agreement to the University and that use of the works by the University does not constitute an infringement or other violation of any copyright, trade secret, trademark, patent, non-disclosure, or other rights of any third party.

8. **Publicity/Use of Name.** Contractor shall not use University's or its employees' names, logos, or trademarks in publicity, marketing materials, or otherwise without the prior written consent of an authorized representative of University, unless otherwise agreed upon in this Agreement. Such consent may be withheld or granted by University in its sole discretion at any time. Any request for such consent shall be directed to University's Marketing and Communications department.
9. **Equipment.** Except as otherwise provided in this Agreement, Contractor shall provide at Contractor's own expense, all tools, machinery, equipment, raw materials, supplies, and any other items or parts necessary to deliver the Services in accordance with this Agreement.
10. **Governing Law and Venue.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law provisions. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Montgomery County, Pennsylvania.
11. **Compliance with Laws and University Policies.** Contractor shall comply with all laws, rules, policies, and regulations applicable to the performance of its obligations under this Agreement, including, but not limited to, the following:
 - a. The anti-bribery provisions of the United States Foreign Corrupt Practices Act ("FCPA") that make it unlawful to bribe foreign government officials to obtain or retain business. If applicable, Contractor is familiar with the FCPA, its prohibitions and purposes, and will not undertake any actions that may violate the FCPA.
 - b. All the laws, regulations, or orders, if applicable, that may relate to the export of technical data and equipment, such as International Traffic in Arms Regulations ("ITAR") and/or Export Administration Regulations ("EAR"), as may be amended. Contractor shall not export, directly or indirectly, any controlled items, equipment, or information without first obtaining any required export license or governmental approval and, in the case of information disclosed by University, without first obtaining written permission from an authorized representative of University.
 - c. The European General Data Protection Regulation ("GDPR") and the United Kingdom (U.K.)-GDPR impose specific obligations on University with regard to its relationships with certain Contractors engaged in Processing of Personal Data, as those terms are defined in Article 4 of the

GDPR. For purposes of this Section, the term GDPR includes Regulation (EU) 2016/679, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities. Words and phrases in this Section shall have the meanings given to them in Article 4 of the GDPR. To the extent that Contractor is engaged in the Processing of Personal Data, Contractor shall be deemed a Processor and shall comply with all requirements under the GDPR which are applicable to Processors of Personal Data. If Personal Data subject to GDPR is exchanged, Contractor agrees to enter into University's Data Processing Agreement, or its GDPR amendment, or both, as applicable.

- d. The Americans with Disabilities Act, and the requirements of Section 504 of the Rehabilitation Act that require the provision of equally effective, substantially integrated, and substantially equivalent ease of use for persons with disabilities.
- e. Contractor shall and shall require all of its Personnel to comply at all times with University policies and protocols posted on University's website or communicated to Contractor. In addition, Contractor will ensure that its Personnel have been subject to appropriate criminal history background checks, child abuse clearance, and FBI clearances, as applicable, and shall obtain an update as required by federal and state law and Pennsylvania Act 153. Contractor will share the results of such background checks, to the extent permitted by law, with University upon request. Contractor shall defend, hold harmless and indemnify University and its employees, officers, trustees, agents, representatives and affiliates against any and all claims, demands, causes of action or damages, including attorney's fees, arising out of or relating to any of the obligations undertaken in connection with this Section. Any other provisions required to be included in a contract of this type by applicable and valid federal, Pennsylvania, or local law, or regulation shall be deemed to be incorporated herein.
- f. In compliance with University's [Conflict of Interest Policy](#), Contractor represents and warrants that neither it, nor any of its Personnel, presently have any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services hereunder. Contractor shall notify University within 48 hours if it is no longer in compliance with University's Conflict of Interest Policy.

12. **Equal Opportunity and Affirmative Action.** Contractor agrees that, as applicable, it and its subcontractors will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor also agrees that, as applicable, it and its subcontractors will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), as well as any and all applicable federal, state and local government equal employment opportunity and affirmative action laws, including any and all applicable statutes, rules, regulations, ordinances and other guidelines.

13. **Indemnification.** Contractor shall indemnify, defend, and hold harmless University, its officers, trustees, employees, agents, and representatives from and against any and all losses, costs, penalties, fines, damages, claims, expenses (including reasonable attorneys' fees and court costs through the appellate level) or liabilities arising out of, resulting from, or in connection with this Agreement, including without limitation, by reason of (1) any damage or injury (including death) to persons or property caused by Contractor or any

of its agents; (2) any act or omission of Contractor or anyone acting on Contractor's behalf; (3) Contractor's material breach of this Agreement, including breach of any representation, warranty or other duty or obligation contained herein; (4) Contractor's, or any of Contractor's Personnel's negligence in performing obligations under this Agreement; (5) Contractor's violation of applicable law; (6) Contractor's infringement of any patent, copyright, trademark, trade secret or any other intellectual property rights of a third party; or (7) any unauthorized acquisition, loss, access, use, or disclosure of any Confidential Information, data, and/or information relating to an individual who can be directly or indirectly identified by reference to an identifier in a manner not permitted under this Agreement or applicable law ("Data Breach"). Contractor shall have no obligation to indemnify University to the extent attributable to University's gross negligence or intentional misconduct. This Section shall survive termination or expiration of the Agreement.

14. **Insurance.** Contractor agrees to carry and keep in full force, at its expense, during the Term of this Agreement, a policy of comprehensive general liability coverage, including personal injury, property damage, and contractual liabilities with limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate. In addition, Contractor shall have insurance as set forth on the attached Insurance Chart and any other necessary coverage to meet its obligations under this Agreement or as reasonably requested by University in writing. Contractor's certificate of insurance shall name University as an additional insured and certificate holder and shall be provided to University prior to commencement of work. All policies carried by Contractor, as a result of or in relation to this Agreement, shall expressly waive any right of subrogation on the part of the insurer and/or the Contractor against University. Contractor shall immediately notify University of any material changes to insurance coverage required under this provision. University reserves the right to request additional coverage by Contractor or higher coverage amounts on a case by case basis.
15. **Limitation of Liability.** Except for: (i) a breach by Contractor of its confidentiality or indemnification obligations hereunder or (ii) Contractor's liability arising from a Data Breach, in no event will either Party be liable to the other for any special, indirect, consequential, or incidental damages, however caused and on any theory of liability arising in any way out of this Agreement, even if notified of the possibility of such damage. This Section shall survive termination and/or expiration of this Agreement. University's total liability under or in connection with this Agreement shall not in the aggregate exceed the fees and expenses paid by University.
16. **Non-Discrimination.** Contractor shall not discriminate on the basis of ethnicity, national origin, ancestry, race, color, religion, creed, sex, gender, marital status, sexual orientation, age, gender identity or expression, military or military veteran status, disability, medical or genetic information, pregnancy, or any other characteristic protected by local, state, or federal law. University complies with Title IX and all other related statutes. If Contractor has any knowledge of a sexual assault, sexual harassment, or hostile work environment at University, Contractor is required to inform University's Title IX coordinator, whose contact information is available on its website, or provided upon request.
17. **Relationship of the Parties.** Contractor retains the sole and exclusive right to control and direct the manner or means by which the Services are to be performed. University retains only the right to control the end work product to ensure conformity with the terms of this Agreement. Nothing in this Agreement shall be construed to create a joint venture, partnership or an employee/employer relationship between the Parties, nor will any individuals and/or entities acting on behalf of Contractor be construed as employees of University. Contractor is an independent contractor pursuant to this Agreement. Neither Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party nor to bind the other Party to any contract, agreement or undertaking with any third party.

18. **Time is of the Essence.** Contractor agrees that time is of the essence for performance under this Agreement unless otherwise agreed to in writing. University relies on the dates specified.
19. **Force Majeure.** University will not be liable to Contractor or deemed to be in default of this Agreement for any delay or failure to perform resulting directly or indirectly from events that could not have been reasonably foreseen at the time of entering into this Agreement and whose effects could not be avoided by appropriate measures, including, but not limited to, (a) natural events such as storms, floods, earthquakes, and hurricanes necessitating evacuation or shutdown of business operations; (b) war (declared or undeclared), war-like action (whether actual or threatened and whether conventional or civil disturbances); (c) injunction, law, ordinance, regulation, demand or requirement of any governmental authority; (d) travel restrictions or embargoes; (e) national or regional emergencies, including without limitation any public health emergencies, pandemics or epidemics; (f) strikes or labor stoppages; or (g) any other exceptional event or condition that hinders, prevents, delays, or impairs performance under this Agreement (each a “Force Majeure Event”). Contractor’s obligations shall be excused during the duration of such Force Majeure Event provided that Contractor has made reasonable efforts to mitigate any delay in performance and provided prompt written notice to University. Contractor shall immediately continue performance of the Services as soon as such causes are removed. If Contractor’s performance of its obligations is excused in accordance with this Section for a period in excess of fifteen (15) days in the aggregate, University may terminate this Agreement in its entirety immediately upon written notice to Contractor. Contractor agrees to cooperate with University during the period of transition.
20. **Web Accessibility.** Contractor acknowledges that University is committed to making academic and administrative tasks accessible to individuals with disabilities in compliance with applicable law. Contractor agrees and warrants that all of its Web-based services and products, if any, comply with Web Content Accessibility Guidelines (“WCAG”) 2.0 Level AA, or will be modified to be compliant prior to delivery to University. Contractor further agrees and warrants that all Web-based services and products, if any, shall remain in full compliance with the above Web accessibility guidelines during the Term of the Agreement. Contractor agrees to notify University in the event it becomes aware that the Services provided under this Agreement become non-compliant with WCAG guidelines, if applicable. In such an event, Contractor agrees it will work to remediate any identified compliance deficiencies and will notify University concerning the estimated remediation completion date. Upon request, Contractor shall provide University with documentation, including but not limited to a third party assessment certificate, substantiating compliance of the service with WCAG guidelines or applicable governmental regulations regarding accessibility.
21. **Non-Exclusivity.** The Parties hereby acknowledge that this Agreement is not exclusive, and that each Party may freely contract with any other person, firm or entity concerning the subject matter hereof.
22. **Severability.** Should any term or provision of this Agreement be held, to any extent, to be invalid or unenforceable pursuant to any law, regulation or judicial authority of competent jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall remain operable, enforceable, and in full force and effect to the extent permitted by law.
23. **Waiver.** University’s failure at any time to enforce or require the strict compliance by Contractor with any of the terms or conditions in this Agreement shall not constitute a waiver of any rights and remedies arising

from such non-compliance and shall not affect University's right to subsequently enforce such terms and conditions.

24. **Subcontracting**. Contractor shall not subcontract any part of the Services hereunder to a third party without the prior written consent of University.
25. **Assignment**. This Agreement may not be assigned in whole or in part by Contractor. Any assignment or delegation in violation of this Agreement shall be void.
26. **Entire Agreement; Conflict of Terms**. This Agreement sets forth the complete agreement of the Parties. No promises or representations other than those set forth in this Agreement exist. To the extent of any conflict of terms, the order of precedence, shall be as follows: 1) this Agreement, as may be amended from time to time; 2) appendices, exhibits, schedules, or addendums to this Agreement; and 3) purchase order terms and conditions. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. University will not be bound by any "shrink-wrap" or "click-through" terms and conditions, or other content on Contractor's website, regardless of when opened or clicked or by whom, even if Contractor's documentation or website states otherwise. All modifications must be in a writing signed by the Parties.
27. **Notices**. Notices will be in writing and deemed received if delivered by first class mailed, return receipt requested, or via electronic mail to the email address listed below:

If to University: Arcadia University, Office of the General Counsel, 450 S. Easton Road, Glenside, Pennsylvania 19038, and email to: ogc-contracts@arcadia.edu

If to Contractor: [ADDRESS]
28. **Representation by Counsel; Interpretation**. The Parties acknowledge that (i) they have had the opportunity to consult counsel in regard to this Agreement; (ii) they have read and understand the Agreement and they are fully aware of its legal effect; and (iii) they are entering into this Agreement freely and voluntarily, and based on each Party's own judgment and not on any representations or promises made by the other Party, other than those contained in this Agreement. This Agreement shall be deemed to have been drafted jointly by the Parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting Party. The headings used in this Agreement are for the sake of convenience only and shall not control or affect the meaning, construction or interpretation of any provision of this Agreement.
29. **Authorization**. The persons signing below represent and warrant that they have full authority to bind the Parties they represent.
30. **Survival**. The terms in Sections 6, 8, 19, 12, 14 and 26 shall survive the termination or expiration of this Agreement.
31. **Counterparts**. This Agreement may be executed in one or more counterparts, which when taken together shall constitute a single instrument. Either Party may sign this Agreement by signing and emailing the original document to the other Party. Such document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.

This Agreement must have approval from University's Office of the General Counsel prior to execution by the Parties. Such approval will be evidenced by the "Approved as to Legal Form" stamp on the signature page of the Agreement and signed by a University attorney.

Agreed to by:

ARCADIA UNIVERSITY

CONTRACTOR

Print name

Print name

Date: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

Contractor will provide the following Services and/or deliverables:

This may be an attachment, quote or invoice and should contain Contractor's full address and contact information.

EXHIBIT B

INSURANCE REQUIREMENTS		
For single events if unable to provide evidence of this insurance, may be able to purchase recommended limits through the EIIA Special Events insurance program - https://online.fdean.com/SpecialEvent/Highlights		
<p align="center">Commercial General Liability (CGL)</p> <p align="center">-or-</p> <p align="center">Special Events Liability</p>	<p>\$1 Mil Occurrence \$ 3 Mil Aggregate</p>	<p>Institution endorsed as additional insured.</p> <p>If alcohol is served at event include Host Liquor Liability.</p> <p>If sports/ physical activity involved:</p> <ul style="list-style-type: none"> • \$2 Mil Occurrence • No Athletics Activities Exclusion <p>If pool used:</p> <ul style="list-style-type: none"> • \$5 Mil Occurrence • No Athletics Activities Exclusion
Sexual Misconduct /Abuse Liability, if applicable	<p>\$1 Mil Occurrence/\$5 Mil Aggregate</p> <p><i>If event specific policy:</i> \$1 Mil Occurrence</p>	Required if group includes minors. (If included in CGL, must be specifically stated on certificate of insurance.)
Liquor Liability, if applicable	\$2 Mil Occurrence/\$2 Mil Aggregate	Required if alcohol is served. Institution endorsed as additional insured.
Auto/Commercial Vehicle Liability (if vehicles are used in the performance of the services contemplated)	\$1 Mil Occurrence/ Combined Single Limit	“Any Autos” including owned, leased, non-owned, and hired vehicles.
Workers’ Compensation	<p>Statutory Workers Compensation insurance</p> <p>\$100,000 Employers Liability</p>	Any groups with employees on site. Applicable in state where the work is performed.
<p>If IT Consultant-Technology Errors and Omissions</p> <p>If providing security software, or software and hardware Contractors, Technology Errors and Omissions, including Cyber Risk</p>	<p>\$2 mil per occurrence</p> <p>1 million per occurrence/aggregate (Small Companies, under \$250 Mil in revenue) \$10 Mil per occurrence/aggregate (Mid-Size Companies, between \$250 Mil and \$1 Bil in revenue) \$15 Mil per occurrence/aggregate (Large Companies, over \$1 Bil in revenue)</p>	<p>Coverage including but not limited to:</p> <p>Security and Privacy Liability, Regulatory Action, Event Management, Cyber Extortion, Media Content, Data Breach</p> <p>If claims made, include 3-year extended reporting period.</p>

Prof. Liability for IT technology, if applicable, including Cyber Risk	One Million Dollars per claim, and Two Million per claim for Website Hosts	
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The foregoing insurance policies shall be on a primary and on a non-contributory basis to any other insurance which may be carried by University. With the exception of Workers' Compensation, Professional and Cyber Liability, the -required policies shall name indemnitees as additional insured with a specific policy endorsement as follows: Arcadia University, and any and all of their respective partners, members, affiliates, trustees, employees, agents, successors, assigns and representatives, are named as additional insured, as their interests may appear. Arcadia University shall be an additional insured to the full limits of liability purchased by Contractor even if those limits of liability are in excess of those required by this Agreement. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement. The policies shall contain a provision providing Arcadia at least thirty (30) days' prior written notice of any change or cancellation or non-renewal of such insurance, and ten (10) days' prior written notice in the event of cancellation of Non Payment of Premium. Contractor or its insurance broker shall notify University of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect. Contractor shall provide evidence of replacement insurance coverage prior to the effective date of cancellation, non-renewal or change as described.