

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this “**Agreement**”) effective as of the date of the later signature (the “**Effective Date**”) by and between the Appalachian States Low-Level Radioactive Waste Commission (the “**Commission**”), with an address of Rachel Carson State Office Building, 400 Market Street, Harrisburg, PA 17101, and _____ (“**Contractor**”), with an address of _____.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. **Retention.**

a. The Commission retains Contractor as an independent contractor under the terms and conditions of this Agreement for the purpose of providing certain services to the Commission as its administrator, as described on Exhibit A attached hereto and made a part hereof (the “**Work**”).

b. Except as agreed upon by the parties, such Work shall exclude unexpected tasks requiring Contractor to perform a substantial amount of work or tasks that are not specifically listed on Exhibit A (the “**Excluded Work**”). For purposes of this Section 1, a “substantial amount of work” shall mean work in excess of twenty-five (25) hours per year in the aggregate. To the extent Contractor agrees to perform any Excluded Work: (a) Contractor shall be paid at the hourly rate specified on Exhibit A; and (b) such Excluded Work shall be included within the meaning of Work.

c. Contractor’s primary point of contact with the Commission shall be the Commission’s Chair (or, in the Chair’s absence, the Vice-Chair).

d. The Commission shall provide Contractor such information, documentation and other items as are reasonably necessary for Contractor to perform the Work.

2. **Compensation; No Benefits.** Contractor shall be paid at the rate of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per year, payable in equal monthly installments on the last day of each calendar month throughout the term of this Agreement. Contractor shall be responsible for all expenses incurred in connection with the performance of the Work, subject to Section 4(b) below.

3. **Term.** The term of this Agreement is from Effective Date and shall last for one (1) year. Either party may terminate this Agreement at any time upon thirty (30) days’ prior written notice to the other party. In such a case Contractor will be paid for work completed prior to notice of termination.

4. **Independent Contractor.**

a. Contractor is an independent contractor and not an employee of the Commission. Nothing in this Agreement shall be deemed a partnership, joint venture, or any relationship other than an independent contractor. Contractor acknowledges that Contractor is not entitled to participate in any benefit programs available to the Commission’s employees and that Contractor is not covered by the Commission’s workers’ compensation insurance or automobile insurance coverage. Contractor indemnifies and shall hold the Commission harmless from any and all manner of liability (including, without limitation, reasonable

attorneys' fees and costs) for claims relating to alleged workers' compensation losses or losses resulting from motor vehicle accidents in which Contractor may be involved.

b. Contractor will pay all expenses associated with the performance of his duties under this Agreement including, without limitation, applicable taxes. Any out-of-pocket expenses incurred by Contractor are the sole responsibility of Contractor unless otherwise set forth in this agreement or approved in advance in writing by Commission. The Commission shall pay or reimburse Contractor for expenses relating to travel, meals, and accommodations in connection with the Low-Level Waste Forum meetings referenced on Exhibit A.

c. Contractor shall be responsible for, and agrees to comply with, all his obligations under federal, state, and any applicable local tax laws for payment of income taxes and, if applicable, self-employment taxes and any other taxes, contributions, payments, or premiums required by law. Because Contractor is not an employee of the Commission for tax or other purposes, the parties agree that the Commission shall not withhold from Contractor any amounts for federal, state, or local taxes, nor shall the Commission make any premium payments or contributions for Federal Insurance Contributions Act, Federal Unemployment Tax Act, state unemployment insurance premiums, workmen's compensation or other similar tax, or benefit for the Commission. It is understood and agreed that the Commission shall provide Contractor with a Form 1099 in accordance with applicable federal, state, and local income tax laws. Contractor shall indemnify, defend and hold the Commission harmless from any penalty, claim, liability, deficiency or damages arising out of or related to any failure by the Commission to fulfill his obligations as set forth in this Section 4(c). To the extent either party is required by law to demonstrate compliance with any applicable laws, each party shall cooperate with the other party and provide the other with documentation (other than confidential business or personal information) to show such compliance.

5. **Work Made for Hire.** Contractor acknowledges that all work developed by Contractor in the performance of the Work is "Work Made for Hire" as defined in Title 17 U.S.C. §101, and is the sole property of the Commission. Contractor hereby assigns to the Commission, Contractor's entire right, title and interest in and to all of the rights to such Work Made for Hire, including but not limited to all patent rights, copyrights, and trade-secret rights. Contractor furthermore shall execute all documents reasonably requested by the Commission to further evidence the foregoing assignment and to provide all reasonable assistance to the Commission in perfecting or protecting the Commission's rights to such Work Made for Hire.

6. **Protection of Confidential Information and Trade Secrets.**

a. While providing services for the Commission, Contractor's work may give Contractor access to certain confidential and proprietary information of the Commission, not readily available to the public or that, if disclosed, would be damaging to the Commission (collectively, "**Confidential Information**"). Confidential Information does not include any of the foregoing items that becomes generally available to the public other than as a result of disclosure by Contractor.

b. Contractor shall at all times, both during the term of this Agreement and at all times subsequent to such termination: (i) hold Confidential Information in the strictest confidence, and (ii) except for the benefit of the Commission to fulfill Contractor's obligations under this Agreement, not disclose to others, use for Contractor's or others' benefit, or copy or make notes of, any Confidential Information.

c. Contractor acknowledges that all Confidential Information, in whatever form, including, without limitation, electronic files, spreadsheets, memoranda, correspondence or computer discs (collectively, “**Materials**”) received from the Commission during Contractor’s performance of the services under this Agreement (or copies of Materials made by Contractor) are for use of Contractor solely in discharging Contractor’s duties and responsibilities for the Commission and that Contractor has no claim or right to the continued use or possession of such Materials, or copies of Materials, following termination of this Agreement. Contractor agrees that, upon termination of this Agreement, Contractor will not retain any Materials or copies of Materials and will promptly return to the Commission any and all Materials and copies of Materials in Contractor’s possession, custody or control.

d. Contractor acknowledges the Commission takes steps to protect its Confidential Information and to prevent such Confidential Information from entering the public domain.

e. Pursuant to the Defend Trade Secrets Act of 2016, Contractor understands that an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

7. **Indemnification.** During and after the term of this Agreement, Contractor shall indemnify and hold the Commission harmless from and against any and all third-party claims, demands, suits, actions, causes of action, losses, damages, liabilities, reasonable attorneys’ fees, and other costs and expenses incurred by the Commission as a result of the breach of this Agreement by, or any intentional or negligent act or omission on the part of, Contractor that gives rise to liability.

8. **Miscellaneous.**

a. Contractor shall have no authority to bind the Commission in any manner, except as authorized by the Commission. The Commission shall have no authority to bind Contractor.

b. Contractor shall promptly inform the Commission in writing of any event or change in circumstances which could reasonably affect Contractor’s ability to perform under this Agreement.

c. Any notice or other communication required to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by (i) hand delivery; (ii) nationally recognized overnight carrier; (iii) certified mail, return receipt requested, to the addresses as provided in the introduction to this Agreement; or (iv) e-mail to the address commonly used for communication during this Agreement. Such notice shall be effective on the earlier of actual receipt or three (3) days after mailing. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this paragraph.

d. This Agreement represents the entire understanding and agreement of the parties with regard to this matter and supersedes any prior or contemporaneous agreements or understandings, whether oral or written, between the parties with respect to the subject matter of this Agreement. No amendment or modification of this Agreement shall be effective unless in writing and signed by all parties.

e. This Agreement shall inure to the benefit of and be legally binding upon the parties to this Agreement and their successors and permitted assigns. Notwithstanding the foregoing, the duties and responsibilities of Contractor hereunder are of a personal nature and shall not be assignable or delegable in whole or in part by Contractor. The rights, duties and obligations of the parties shall survive termination of this Agreement.

f. This Agreement shall be construed and enforced in accordance with the substantive and procedural laws of the Commonwealth of Pennsylvania, excepting conflicts of laws, and without regard to rules of construction or interpretation relating to which party drafted this Agreement. The parties confer jurisdiction to interpret and enforce this Agreement upon the Court of Common Pleas of Dauphin County or the United States District Court for the Middle District of Pennsylvania and waive any objections to such jurisdiction and venue, including objection as to an inconvenient forum.

g. In case one or more of the provisions of this Agreement shall, for any reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision shall be modified or amended to the extent necessary to remove the invalidity, illegality or unenforceability. Should the amendment or modification of such provision be impossible, the Agreement shall be construed as if it never contained the invalid, illegal or unenforceable provision and such provision shall not affect any other provision of this Agreement.

h. Headings in this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or interpretation.

i. No claim or right arising out of a breach of this Agreement may be discharged in whole or in part by a waiver of the claim or right, unless the waiver is in writing signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or an excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.

j. This Agreement may be executed and delivered in counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties agree that electronic signatures are valid and enforceable and have the same force and effect as any other delivery of a manually signed copy of this Agreement.

k. Nothing contained in this Agreement shall be construed as providing rights to any person other than the parties hereto, and no third party shall be a beneficiary to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties execute this Independent Contractor Agreement effective as of the later of the dates set forth below.

**APPALACHIAN STATES LOW-LEVEL
RADIOACTIVE WASTE COMMISSION:**

Name: _____
Title: _____
Date: _____

CONTRACTOR:

Name: _____
Date: _____

EXHIBIT A

Description of the Work

Commission

- Preparing for annual Commission meeting and completing meeting action items
- Reviewing meeting transcript and draft minutes
- Routinely communicating with administrative and legal staff
- Performing financial audit liaison function for the Commission
- Providing assistance with preparation of annual report and associated waste generation information
- Responding to inquiries from party states and their respective members

Low-Level Waste Forum

- Participating in Low-Level Waste Forum meetings (two meetings per year)
- Participating in monthly board call
- Providing technical assistance and consultation to the Low-Level Waste Forum as needed and at the current level of support (meaning the level of technical and administrative support provided for this work as of 2022)

Pennsylvania Department of Environmental Protection's ("DEP") Low-Level Waste Program

- Providing consultation to DEP staff in support of Low-Level Waste Advisory Committee ("LLWAC") meeting
- Attending annual LLWAC meeting
- Preparing and delivering presentation materials on behalf of Commission as needed

Contractor's Hourly Rate: \$100.00/hour

Exhibit A