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tors of Contractor are not employees of Research Foundation for any reason including state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

**ARTICLE 4. SERVICES TO BE PERFORMED BY CONTRACTOR**

Section 4.01. Contractor agrees to perform the following service(s): (Indicate below if a description of services is attached.)

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**Section 4.02. - Method of Performing Services**

Contractor will determine the method, details, and means of performing the above-described services. Research Foundation shall have no right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

**Section 5.08. – Indemnification**

Contractor shall indemnify, hold harmless and defend the State of California, Trustees of the California State University, California State University, Long Beach, the California State University, Long Beach Research Foundation, the 49er Foundation, and all officers, employees, volunteers and agents of each of them from and against any and all liability, loss, damage, expense, costs of every nature, and causes of action including claims of infringement of copyrights or property rights arising out of or in any connection with the performances described above.

**Section 5.09. – Assignment**

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without prior written consent of Research Foundation. All subcontractors shall be approved in advance by Research Foundation.

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