**INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is by and between The Ohio State University with its principle office situated at 108 Bricker Hall, 190 N. Oval Mall, Columbus, Ohio 43210 (“OSU”) and \_\_\_\_\_\_\_\_\_\_\_ (“Independent Contractor”).

WHEREAS, OSU desires to retain Independent Contractor to provide Services (as defined below) in support of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and Independent Contractor has the necessary skills, experience, and desire to perform such Services.

NOW, THEREFORE, for the mutual promises, covenants, and consideration, the sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions:

**1. Term.** This Agreement shall be effective as of\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ and will continue in effect until \_\_\_\_\_\_\_\_\_\_, 20\_\_, unless terminated earlier under the provisions of this Agreement.

**2. Termination.** Either party may terminate this Agreement for any reason upon thirty (30) days’ prior written notice to the other party. Either party may terminate this Agreement for cause, if it provides the defaulting party with written notice of its failure to perform the terms of this Agreement and such failure is not cured within ten (10) days of receipt of notice. In the event this Agreement is terminated prior to completion of Services, OSU shall only be responsible for payment of Services performed and accepted by OSU prior to the date of termination.

**3. Services of Independent Contractor.** OSU retains Independent Contractor to provide and Independent Contractor agrees to provide the following during the term of this Agreement:

(collectively, the “Services”).

**4.** **Reporting.** Independent Contractorwill report directly to \_\_\_\_\_\_\_\_/Office of \_\_\_\_\_\_\_\_\_\_ and its designated staff (the ”OSU Representative”). In providing the Services, Independent Contractor will keep abreast of \_\_\_\_\_\_\_\_ and provide feedback to the OSU Representative on intervals, as may be requested.

**5. Payment for Services.** OSU shall pay Independent Contractor [at the rate of \_\_\_\_\_ Dollars ($\_\_) per hour] in an amount not to exceed $\_\_\_\_\_\_\_.00 in the aggregate payable upon satisfactory completion of the Services and receipt of an invoice in a form reasonably acceptable to OSU. Independent Contractor will submit [monthly] invoices to apinvoices@osu.edu during the term of this Agreement and upon completion of the Services. OSU will make payment to Independent Consultant in compliance with Section 2 of the fully completed Vendor Setup Form following receipt of Independent Consultant’s invoice. In the event of early termination, Independent Contractor shall prepare and submit to OSU an invoice listing the hours spent performing Services for the portion of the monthly period from the end of the prior month up to and including the date of termination.

**6. Taxes.** OSU shall not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes on behalf of Independent Contractor or his/her/its employees or contractors. Independent Contractor is responsible for, and shall indemnify OSU against, all such taxes, including penalties and interest. Independent Contractor acknowledges that he/she/it will receive an IRS Form 1099-MISC from OSU, and that he/she/it shall be solely responsible for all federal, state, and local taxes.

**7. Confidential Information**. Independent Contractor acknowledges that, during the term of this Agreement, it may have access to, come into contact with, and/or otherwise become familiar with confidential, proprietary, and/or trade secret information (“Confidential Information”) owned by OSU. Independent Contractor agrees that , except as required to provide Services under this Agreement, Independent Contractor shall not directly or indirectly possess, use, convert, copy, duplicate, or misappropriate confidential, proprietary and/or trade secret information and shall not directly or indirectly disclose, communicate, transmit, or transfer any Confidential Information to any person or entity. All such Confidential Information disclosed to Independent Contractor during the term of this Agreement shall remain the property of OSU and, upon the termination of this Agreement, shall be returned to OSU. The requirements of this Paragraph 7 shall survive the termination of this Agreement.

**8.** **Public Information.** Independent Consultant acknowledges that any documents, information, or data maintained or in control of OSU may be subject to disclosure pursuant to the Ohio Public Records Laws, Ohio Revised Code 149 et seq.

**9.** **Title and Assignment.** All Works, final and accepted by OSU, shall be deemed works made for hire and all rights pertaining to the Works, including, without limitation, all related intellectual property rights, shall belong to and shall be the sole and exclusive property of OSU. OSU shall have the right to secure copyright protection for the Works. In the event that the Works are not copyrightable subject matter, or for any reason cannot legally be a work made for hire then, and in such event, Independent Contractor hereby assigns all right, title, and interest to said Works to OSU and agrees to execute all documents and perform all acts deemed necessary by OSU to evidence such assignment. OSU shall have the unlimited right to use and exploit the Works as it sees fit, including but not limited to the right to alter, rearrange, reproduce, distribute, display, license, and transfer rights in the Works. OSU’s rights shall be exclusive and Independent Contractor will not use, reproduce, distribute, display, license, or permit the use of the Works for any purpose, expect for display on Independent Contractor’s website, except as specifically permitted by OSU in writing. Independent Contractor represents and warrants that: (1) it has full power to enter this Agreement; (2) no third party has any rights in, to, or arising out of the Works supplied hereunder; and (3) the Works do not infringe any copyright, violate any property rights or contain any scandalous, libelous or unlawful matter. For purposes of this Agreement. “Works” shall mean any programming, documentation, data compilations, reports and any other media, materials or other objects produced as a result of the Independent Consultant’s work or delivered by the Independent Consultant in the course of rendering Services to OSU.

**10**. **Primary Contacts; Notice**. For the purpose of formal notice or other communication, the primary contacts for the parties are:

 Independent Contractor:

The Ohio State University:

**11.** **Independent Contractor**. In performing Services under this Agreement, Independent Contractor acknowledges and agrees that he/she/it is an independent contractor and not an agent or employee of OSU. Independent Contractor further acknowledges and agrees that Independent Contractor, as an entity or its employees as individuals, if and as applicable, are not entitled to any of the insurance, immunity, or other benefits or privileges of OSU employees whatsoever on the basis of this Agreement, or the Services provided hereunder. Independent Contractor shall not have any authority to bind or commit OSU to any contractual or other obligation in any respect. All individuals who provide personal services to OSU under this Agreement are not public employees for the purposes of Chapter 145 of the Ohio Revised Code, as amended.

**12.** **Indemnification**. Independent Contractor shall indemnify, defend, and save and hold harmless OSU, its Board of Trustees, officers, representatives, and employees from and against any and all claims, demands, actions, or causes of actions and costs of any nature or character, including attorney fees, arising from Independent Contractor’s acts or omissions in connection with its performance of Services under this Agreement, or the failure to comply with its terms. The requirements of this Paragraph 12 shall survive the termination of this Agreement.

**13.** **Force Majeure.** No partyshall be liable for any delay or failure to receive, carry or make timely Services available if such delay or failure is due to any cause beyond the control of the party, including without limitation restrictions of law or regulations, acts of government or regulatory authorities, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.

**14.** **No Advertisement.** Independent Contractor shall not advertise the fact that it has contracted with OSU or make use of OSU’s name or registered marks or OSU property without the prior written consent of OSU’s Office of Trademark and Licensing. Such consent shall be within the sole discretion of OSU.

**15.** **Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio without regard to principles of conflicts of laws.

**16.** **Compliance with Applicable Law and University Policies.** Independent Contractor shall comply will all applicable federal. state and local laws, including laws concerning protection of student data (e.g. the Family Educational Rights and Privacy Act), Non Discrimination (e.g. Executive Order 11246, 29 CFR Part 471, Appendix A to Subpart A, and 41 CFR Parts 60-1.4, 60-1.7 and 60-4.3, 41 CFR 60-300.5 (a) and 60-741.5(a)), export controls and sanctions (e.g., the International Traffic in Arms Regulations, Export Administration Regulations, and Office of Foreign Assets Control regulations), anti-corruption and ethics laws (including the U.S. Foreign Corrupt Practices Act and Ohio Ethics Laws). Further, Independent Contractor shall comply with all OSU policies and procedures which apply to any and all vendor and contractor employees, including Drug-Free Workplace policy; Background Check policy; Tobacco Free policy; and Transportation and Parking Rules that apply to vendors.

**17.** **Assignment.** Neither party may assign this Agreement nor any of the obligations contained in this Agreement in whole or in part to a third party without the express written permission of the other party. Such permission shall not be unreasonably withheld. This Agreement shall be binding upon the legal representatives, heirs, successors and assigns of the parties.

**18. Open Trade.** Pursuant to Ohio Revised Code 9.76(B), Independent Contractor warrants that Independent Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

**19. Waiver.** Any waiver of a right under this Agreement must be in writing. Any waiver of a particular default shall constitute a waiver of such default only and not of any other default by the non-waiving party. Any waiver of a specific right or remedy under this Agreement shall constitute a waiver of such right or remedy only and not of any other right or remedy of the waiving party.

**20.** **Entire Agreement.** This Agreement, including any attachments hereto, contains the entire agreement between Independent Contractor and OSU. This Agreement may be modified or extended only by prior written agreement signed by the parties. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of this Agreement shall continue in full force and effect.

**21. Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

 **THE OHIO STATE UNIVERSITY**

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Signature Signature

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Date Date