

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is by and between The Ohio State University with principle office a 108 Bricker Hall, 190 N. Oval Mall, Columbus, Ohio 43210 ("OSU") and _____ ("Independent Contractor").

WHEREAS, OSU desires to employ Independent Contractor to provide services ("Services") in support _____, 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 _____, 2019 and will continue in effect until _____, 2019, unless terminated earlier under the provisions of this Agreement. The agreement may be extended by the parties by mutual written agreement.

2. Termination. Either party may terminate this Agreement for any reason upon thirty (30) day written notice to the other party. Either party may terminate this agreement for cause, if it provides the offending party written notice of its failure to perform the terms of the Agreement and such failure is not cured within thirty (30) days of receipt of notice. In the event of termination 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. Specific deliverables expected of Independent Contractor within the year include, but are not limited to:

4. Reporting. Independent Contractor will report directly to _____. In this role you will be expected to keep abreast of _____ and to provide feedback to him.

5. Payment For Services. OSU shall pay Independent Contractor in an amount not to exceed \$_____ payable upon satisfactory completion of the above work. Independent Contractor will submit monthly invoices to apinvoices@osu.edu upon completion of work.

6. Taxes. IRS Notification will be via an annual 1099 misc. from OSU. Independent Contractor will be responsible for all other interaction with the IRS, or state or local government to satisfy any tax liability.

7. Confidential Information. Independent Contractor recognizes 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 owned by OSU. Independent Contractor agrees that during the term of this Agreement and any extensions, except as required to provide services under this Agreement, it 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, proprietary, and/or trade secret information to any person or entity. All such confidential, proprietary, and/or trade secret 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 6 shall survive the termination of this Agreement.

8. Public Information. The parties acknowledge that any documents, information, or data maintained or in control of OSU may be subject to disclosure pursuant to ORC 149 et seq.

9. Ownership; Use of Materials. Subject to any third party rights in licensed elements, OSU shall be sole owner of all rights in and to any materials developed and produced by Independent Contractor personnel in the provision of 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: (Include address and phone number)

The Ohio State University: Department of English
Contact person in English dept. _____
164 Annie and John Glenn Avenue
Columbus, OH 43210

11. Independent Contractor. In performing services under this Agreement, Independent Contractor acknowledges and agrees that he is an independent contractor and not an agent or employee of OSU. Independent Contractor further acknowledges and agrees that neither Independent Contractor as an entity, nor its employees as individuals, are entitled to any of the insurance, immunity, or other benefits or privileges of OSU employees whatsoever on the basis of this Independent Contractor Agreement, or the services provided hereunder. All individuals who provide personal services to The Ohio State University 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 the Ohio State University, its Board of Trustees, officers, agents, 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 its acts or omissions in connection with its performance of this Agreement, or the failure to comply with its terms.

13. Force Majeure. No party shall not be liable for any delay or failure to 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, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.

14. Advertisement. Independent Contractor shall not advertise the fact that it has contracted with OSU or appropriate 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.

16. Compliance with Applicable Law and University Policies. Independent Contractor will comply will all applicable U.S. and local laws, including laws concerning protection of student data (e.g. the Family Educational Rights and Privacy Act), Non Discrimination 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 laws (including the U.S. Foreign Corrupt Practices Act). Further, Independent Contractor shall comply with all University policies which apply to any and all vendor and contractor employees, including Alcohol; Drug-Free Workplace policy; Background Check policy; Tobacco Free Ohio State 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 to a third party without the express written permission of the other party. Such permission shall not be unreasonably withheld.

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 period of this Agreement.

19. Entire Agreement. This Agreement, including attachments hereto, contains the entire agreement between Independent Contractor and the University. 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 the Agreement shall continue in full force and effect.

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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

Signature

Title

Date

Signature

Title

Date