

EZ External Independent Contractor Agreement

FOR EXTERNAL (NON-EMPLOYEE) INDEPENDENT CONTRACTORS ONLY

This agreement MAY INCLUDE AN EXHIBIT A, detailing the scope of services and compensation to be provided. Acceptable attachments include a Statement of Work, a quote, or a document prepared by SSU or the independent contractor.

This Agreement may be used for common services that:

- Are listed under "Nature of Service," below, **AND**
- Have no ambiguity regarding performance criteria, **AND**
- Have a single service or defined deliverable, **AND**
- Are compensated in one payment upon completion of service, **AND**
- Do not exceed competitive bid requirements.

www.shawnee.edu/leadership/policies/media/procedure-400-2R.pdf

Form is to be completed by Shawnee State University. See instructions at bottom.

TODAY'S DATE		SSU EMAIL		SSU DEPARTMENT	
NAME OF PERSON WHO COMPLETED FORM				SSU PHONE	
INDEPENDENT CONTRACTOR BUSINESS/INDIVIDUAL NAME		INDEPENDENT CONTRACTOR CONTACT NAME		INDEPENDENT CONTRACTOR CONTACT PHONE	
INDEPENDENT CONTRACTOR STREET ADDRESS		INDEPENDENT CONTRACTOR CITY/STATE/ZIP		INDEPENDENT CONTRACTOR CONTACT EMAIL	
SCOPE OF SERVICE				NATURE OF SERVICE	
				☐ Actor/Guest Artist/Musician ☐ Entertainment/Performer ☐ Photographer/Videographer ☐ Speaker/Panelist ☐ Sports Official (referee, announcer, etc.) ☐ Workshop/Seminar ☐ Other (PRIOR APPROVAL REQUIRED)	
DATE(S) & TIME(S) OF SERVICE TO BE PROVIDED				LOCATION OF SERVICE	
SOURCE OF FUNDS—UNIVERSITY BUDGET ACCOUNT NUMBER		DOES THIS AGREEMENT INCLUDE AN EXHIBIT A?		☐ SSU Facility or Property ☐ Off-Campus	
— 6050 —		☐ Yes ☐ No			
COMPENSATION (lump sum payment to include all expenses, including travel and meals, if provided by SSU)					
\$ ☐ SSU check at conclusion of performance ☐ Lodging to be reserved and paid for by SSU.					

Shawnee State University's payment terms are Net 30 from receipt of invoice.

I have reviewed this contract and am satisfied with its description of the goods and/or services to be provided to the University. I acknowledge and accept the University's obligations as described in this agreement. I certify that neither I nor any department employee involved with the selection of this vendor or review of this contract has a personal, family, or business relationship with the vendor. (If there is a business or family relationship, contact General Counsel at Ext. 3046 to discuss.)

Ethics bulletin: http://ethics.ohio.gov/education/factsheets/Bulletin_gifts_and_entertainment.pdf

Ethics Commission Information Sheet: <http://ethics.ohio.gov/education/factsheets/InfoSheet3-StateContracts.pdf>

Sign Here

Printed Budget Authority Name & Title Signature Date

In the event of a conflict between the provisions of this Agreement and any attached document the provisions of this Agreement shall prevail.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein and in accordance with the **Terms and Conditions on the NEXT PAGE**, the parties have duly executed this Agreement as of the last date set forth below.

Sign Here

Printed Independent Contractor Name & Title Signature Date

Sign Here

VP or Delegate Name & Title Signature Date

INSTRUCTIONS

IMPORTANT NOTE: Ohio Public Employee Retirement System (OPERS) requires that a new contract be executed for each new Independent Contractor assignment.

- INSTRUCTIONS:**
1. Forward completed form and documentation, via email, to appropriate budget authority for electronic signature.
 2. Budget authority should enter electronic signature above and email EZ Form and any other documentation to contracts@shawnee.edu.
 3. Contracts Management will obtain independent contractor and VP or delegate signatures and return executed agreement to initiator and to independent contractor.

Terms and Conditions

Intellectual Property: Shawnee State University (SSU) shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data, or material prepared by or pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by SSU shall be subject to copyright by Contractor in the United States or other country.

Use of Name: Neither party shall be authorized to use the name of the other party in any advertisement, promotional materials, press release or other public statement unless it first obtains the express written permission of the other party.

Independent Contractor Status:

1. The Parties agree that in performing its responsibilities under this Agreement, Contractor shall have the status of an independent contractor. As such, Contractor is solely responsible for the payment of all compensation, taxes, withholdings, and insurance for its employees, including providing its own workers' compensation coverage throughout the duration of the agreement and any extensions thereof. SSU is hereby released from any and all liability for injury received by the contractor, his/her employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this agreement.
2. Contractor shall not act or attempt to act to represent SSU, directly or indirectly or by implication, as SSU's employee or agent, or in any other manner assume or create, or attempt to assume or create, any obligation on behalf of SSU or in SSU's name or goodwill.

Warranties: Contractor represents that the services will be performed to SSU's reasonable satisfaction in a professional and conscientious manner in compliance with all applicable laws, regulations, licensing requirements and University policies and procedures. Contractor further warrants and represents (i) that Contractor has the full and unrestricted authority to enter into this Agreement and to perform Contractor's obligations in accordance with the terms of this Agreement; and (ii) that all Deliverables will be original and will not infringe upon any copyright, trademark, patent, or any other proprietary right of any third party.

Risk of Loss, Indemnification, and Insurance:

1. Contractor assumes all risk of personal injury and all risk of damage to or loss of property belonging to SSU, its students or employees, or to Contractor, to the extent that such injury, damage or loss is attributable to the acts or omissions of Contractor. Contractor agrees to indemnify SSU, and its trustees, officers, and employees for any claim, lawsuit, settlement, judgment, attorneys' fees, costs, or losses of any kind that may arise out of or relate in any way to the Services provided by Contractor.
2. Contractor shall, at its own cost, procure and continue in force at all times that this contract is in effect, in its name, general liability insurance against any and all claims for injuries to persons or damage to property occurring or arising out of Contractor's obligations set forth herein. Such insurance shall at all times be in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate in any one accident. Such insurance shall be written by a company or companies authorized to engage in the business of general liability insurance in the State of Ohio with an A.M. Best rating of at least "A." Such policy shall include an endorsement naming Shawnee State University and the State of Ohio as additional insureds.
3. Other applicable coverage may be required on a case-by-case basis.

Confidentiality:

1. Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of SSU.
2. Contractor shall instruct Contractor's employees to use a high degree of care to keep confidential all information concerning SSU's client data, its business, its financial affairs, the relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential in writing by SSU.

Drug Free Workplace: Contractor agrees to comply with all applicable federal, state, and local laws and SSU's policies regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

State Audit Findings: Contractor affirmatively represents to SSU that it is not subject to a Finding for Recovery under R.C. 9.24 or that it has taken the appropriate remedial steps required under said section. Contractor agrees that if this representation is deemed to be false, the agreement shall be void.

Nondiscrimination: Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor will not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, genetic information, religion, age, disability, national origin, ancestry, sex, pregnancy, sexual orientation, veteran status or military status.

Governing Law: This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and any action or proceeding concerning the Agreement and/or performance may only be brought in a court with proper jurisdiction in Ohio.

Ohio Ethics Law: Contractor understands that, pursuant to R.C. 102.03, no SSU employee may accept from Contractor anything of value that would constitute a substantial and improper influence with respect to the SSU employee's duties.

Execution: This Agreement is not binding upon SSU unless executed in full. Any person executing this Agreement warrants that he/she is duly authorized to execute this Agreement.

Miscellaneous Provisions:

1. This Agreement sets forth the entire understanding between the parties and supersedes all prior agreements, whether oral or written. This Agreement may not be modified or amended except by the mutual written agreement of the parties.
2. Contractor shall not assign any right, obligation, or duty under this Agreement, whether voluntarily or by operation at law, without the prior written consent of SSU. Any assignment not previously consented to in writing by SSU shall be null and void.
3. Only Contractor will perform the Scope of Services, and SSU will not enter into subcontracts for the Scope of Services without written approval from SSU's Vice President for Finance and Administration. Contractor will not need SSU's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Scope of Services. All subcontracts will be at the sole expense of Contractor.
4. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

SPEAKER & PERFORMANCE (Additional Terms & Conditions)

Image Rights: SSU retains the right to photograph, video, or otherwise use the image of Contractor and Contractor's performance or presentation for use in SSU publications.

Audience Participation: Contractor agrees not to encourage audience participation in any conduct that could reasonably be considered dangerous or risky, including but not limited to, stage diving, crowd surfing, or floating.

Technical Requirements: Contractor will provide SSU a complete list of technical requirements for the performance or presentation at least four weeks in advance of the performance or presentation, unless the parties agree, in writing, to a shorter time period. Any additional costs incurred by SSU as a result of changes required by Contractor from the technical requirement previously agreed to will be reimbursed by Contractor. Flying of sound or light equipment is prohibited.

Concession Rights: Contractor agrees that, if Contractor(s) should choose to sell concession items of any type, including but not limited to CDs, T-shirts, or posters, prior to, during, or after their performance, the sponsoring student organization will receive 20% of all gross sales. The sponsoring student organization will provide an inventory count prior to and following sales.