Contractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Phone \_\_\_\_\_\_\_\_\_\_
E-mail\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

University Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Phone \_\_\_\_\_\_\_\_\_\_
E-mail\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Department \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Effective Date/ Expiration Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**1) Statement of Work**

Attach as Exhibit A is an explanation of the nature of services to be rendered, including place of work, equipment provided, and purpose to be accomplished. If any written work or other products are to be produced by Contractor, specify these items, the schedule for their production, and the means, if any, by which University will review the work product prior to its final production. Contractor’s proposal must be attached to this agreement.

**2) Independent Contractor**

Review Policy 9130.11 to ensure that Contractor will be an independent contractor (and not an employee) of the University use the form INDEPENDENT CONTRACTOR VERSUS EMPLOYEE QUESTIONNAIRE on the purchasing website to help make this determination. If Contractor satisfies the criteria for being an employee, this form may not be used to engage Contractor's services. If Contractor satisfies the criteria for being an independent contractor, initial the form at this point and complete the rest of the items herein.
 *Initials*: \_\_\_\_\_\_\_\_\_

By accepting this work engagement, contractor certifies that they are not currently a full time employee with any state or federal government agency. *Initials*: \_\_\_\_\_\_\_\_\_

1. **Representations**
	1. The Contractor is not an employee or student of Wright State University.
	2. The estimated fee is appropriate considering the qualifications of the Contractor, his or her normal fees, and the nature of the services to be provided.
	3. The Contractor has no family relationship or business affiliation with the direct department work is being completed for.
	4. State funds are not being used to pay the fees of a full-time State employee.
	5. Contractor is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
	6. Except as specifically authorized in writing by Wright State, information and other data developed or acquired by or furnished to Contractor in the performance of this Agreement shall be used only in connection with services provided to Wright State and shall be the exclusive property of Wright State.
	7. Services to be provided are essential and cannot be provided by persons receiving salary support from Wright State in the area of responsibility.
2. **Equal Opportunity**

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

1. **Compensation**

The Contractor will be paid at the rate of $\_\_\_\_\_\_\_\_\_\_ per *day / hour*

Other (Specify) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_not to exceed $\_\_\_\_\_\_\_\_\_\_\_\_

If payment of some or all of consideration is dependent upon the production of a work product, describe the schedule of payments and how payments are linked to the work product. Payment will be made thirty (30) days after receipt of invoice from Company to University Contact Person.

1. **Expenses**

In addition to compensation, the Contractor will be reimbursed for
 Travel from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for a sum of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Meals at $\_\_\_\_\_\_\_\_\_\_\_\_ per day for \_\_\_\_\_\_\_\_\_ days for a sum of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Other (specify) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for a sum of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Total: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Billing**

Invoices are to be substantiated with reasonable documentation, including original papers and receipts, and are to be submitted *monthly / Other* (Specify) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Terms and Conditions**

In performing services and accepting payment under this Agreement, Contractor is deemed an Independent Contractor and shall not act as nor be considered an agent or employee of Wright State University. There shall be no:

1. Withholding of any state or Federal taxes or assessment by Wright State unless such withholding is required in accordance with nonresident alien taxation laws or backup withholding procedures. An IRS Form 1099 shall be issued in Contractor's name for total payments made.
2. Participation in or contribution to any group insurance plans, retirement plans, or any other benefits which may be available to Wright State employees.
3. Accumulation of vacation time or sick leave or compensation for holidays occurring during the term of this Agreement.
4. Workers Compensation, Temporary Disability or Unemployment Compensation coverage.

Contractor shall observe and abide by all applicable laws and regulations, including but not limited to those of Wright State relative to conduct on its premises.

Pursuant to Ohio Revised Code §9.76(B) Contractor represents and warrants that it is not boycotting any jurisdiction, including Israel, with which the state of Ohio can enjoy open trade, and will not institute any such boycott during the contract period.

Contractor agrees that any intellectual property developed under this agreement will be owned by Wright State University. Contractor will take all steps necessary to assign intellectual property to Wright State and will execute all legal documentation to obtain protection of the intellectual property.

Contractor shall notify Wright State promptly of any expected delay in performance of services. Contractor shall not be liable for delays in performance beyond its reasonable control.

In the event the Contractor breaches any of the terms and provisions of the contract, the University reserves the right to accurately and specifically describe the unsatisfactory condition in a written notice to the Contractor and expect that this be corrected within a thirty (30) day period from the date the notice is received by the Contractor. If the described condition is not corrected satisfactorily within this time period, a thirty (30) day notice of cancellation of the contract may be given to the Contractor, by registered or certified mail. Upon providing such written notice, the University may solicit the services or support described herein from other sources and may hold the Contractor responsible for any and all excess costs or for any and all losses occasioned thereby. A meeting may be called by either party to review problem resolution.

Wright State may, at any time and through a written Amendment to this Agreement signed by a duly authorized representative, make changes within the scope of work or period of performance of this Agreement. Changes in the term of payment shall be negotiated as appropriate. No additional payment for extra services performed shall be made unless performed pursuant to a fully executed Amendment.

Contractor agrees to indemnify and hold harmless Wright State from any claim, damage, liability, injury, expense, or loss arising out of Contractor’s performance under this Agreement.

All other Terms and Conditions for this agreement are available on the Wright State University Purchasing website: [www.wright.edu/admin/purchase/](http://www.wright.edu/admin/purchase/). In the event of any confliction between this agreement and the Terms and Conditions on the purchasing website, the provisions of the Terms and Conditions shall control.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
*I agree to be bound by the terms and conditions of this Agreement.*

Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name:

Title:

Acknowledged and Agreed:

WRIGHT STATE UNIVERSITY

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name:

Title:

**Exhibit A- Scope of Work**