

Contractor:

Department:

Contractor Contact:

Department Contact:

Contractor Email:

Department Email:

This independent contractor services agreement (the “Agreement”) is made between the contractor above (the “Contractor”) and Wright State University, an Ohio public institution of higher education (the “University”), through the Department above and is effective as of the Effective Date below.

1.0 GENERAL CONDITIONS

1.01 **Schedules.** This Agreement shall include the following list of schedules, which shall be considered incorporated in full by reference.

SCHEDULE A: SCOPE OF WORK

SCHEDULE B: PAYMENT TERMS

SCHEDULE C: PROCUREMENT TERMS AND CONDITIONS

SCHEDULE D: ON-SITE EMPLOYEE TERMS AND CONDITIONS

1.1 **Term.** This Agreement shall commence on _____ (the “Effective Date”) and end on _____ (the “Completion Date”) (together, the “Term”).

1.2 **Scope of Work.** Contractor shall furnish the labor, work, and services described in the scope of work (the “Scope”) attached as **SCHEDULE A**. Contractor shall be solely responsible for compliance with all federal, state, and local law regarding the provision of the labor, work, and services described in the Scope, including, but not limited to, obtaining all necessary permits and ensuring that its employees and subcontractors providing such labor, work, and services are properly and lawfully bonded and licensed.

1.3 **Payment.** In exchange for the Scope, Contractor shall be paid pursuant to the payment terms (the “Payment Terms”) attached as **SCHEDULE B**. All requests for payment pursuant to the Payment Terms must be submitted in the form of an invoice on the following basis (check one):

Monthly

Other (see **SCHEDULE B**)

1.4 **Conditions.** The Parties agree that they shall abide by the Procurement Terms and Conditions (the “General Terms”) attached to this Agreement as **SCHEDULE C**.

1.5 **Agents, Employees, and Subcontractors.** Contractor agrees that its agents, employees, and subcontractors shall not be entitled to participate in any benefit programs available to University’s employees and that Contractor shall be solely responsible for paying the same the wages and compensation to which Contractor is entitled. Contractor shall be responsible for complying with all federal, state, and local laws related to their engagement or employment of their agents, employees, and subcontractors. Contractor also agrees that it and their agents,

employees, and subcontractors shall comply with the terms and conditions attached as **SCHEDULE D**, if they provide any labor, work, or services on any of **University's** campuses. **Contractor** agrees to indemnify and hold harmless **University** against any claims made by such agents, employees, and subcontractors for damages of any kind caused by **Contractor's** failure to pay them or compensate them for injuries suffered during the ordinary course of business.

1.6 **Termination.** This Agreement may be terminated at **University's** discretion by providing **thirty (30) days** written notice to **Contractor**, which shall contain the date on which labor, work, and services shall cease (the "Termination Date"). In the event **Contractor** breaches this Agreement, **University** may, in its discretion, terminate this Agreement immediately, without notice. **Contractor** shall be entitled to the fair market value of its labor, work, and services furnished as of the Termination Date, minus the cost to remedy any such labor, work, and services found to be defective.

1.7 **Foreseeable Delay.** **Contractor** shall immediately notify **University** through its described contact in writing of any expected delay in the Scope's performance.

2.0 **CONTRACTOR'S REPRESENTATIONS.** **Contractor** represents that the following statements are true:

- They are not a **University** employee or student of the same;
- Their fees, actual or estimated, is reasonable considering their qualifications, experience, and local rates for the same services;
- They have no family or business relationship with **University's** Contact;
- They are not subject to an unresolved finding for recovery pursuant to R.C. 9.24;
- They are 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;
- The funds received are not being used to pay the fees of a full-time state employee; and
- Neither **Contractor** nor any of its owners, if a business entity, or its employees are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal or state agency;

3.0 **MISCELLANEOUS.**

3.1 **Applicable Law.** This Agreement shall be governed and construed under Ohio law and all actions shall be brought in an Ohio state court with jurisdiction over claims against the State.

3.2 **Notices.** All written notices under this Agreement shall be sent electronically to the e-mail address designated by each of the Parties above.

3.3 **No Third-Party Beneficiaries.** This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto and each of their respective successors and permitted assigns. This Agreement shall not be construed as giving any person, other than the parties hereto and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any of the provisions herein contained, this Agreement and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of such parties and their successors and permitted assigns and for the benefit of no other person or entity.

- 3.4 **Force Majeure.** No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform as a result of any force majeure. “Force majeure” includes but is not limited to the following: an act of God, strike, labor dispute, war, public rioting, lightning, fire, storm, flood, explosions, terrorist acts, inability to obtain materials or supplies, epidemics, landslides, earthquakes, washouts, civil disturbances, and any other cause not reasonably within the control of the party whose performance is impaired or to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.
- 3.5 **No Partnership or Joint Venture.** The Parties acknowledge and affirm that this Agreement shall not be construed to form a partnership between them and is not a joint venture agreement.
- 3.6 **Other.** This Agreement represents the entire agreement between the Parties and there are no other representations related to their duties and obligations between them regarding the real property described in the same. In the event a particular provision in this Agreement is founded to be unenforceable as a matter of law, the remainder of the Agreement shall be construed as if such provision was omitted. No provision of this Agreement shall be waived by any party unless such waiver is in writing and executed by the party waiving such provision. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. This Agreement may only be modified or amended in a writing executed by the Parties.

Executed as of the dates below, but effective as of the Effective Date.

CONTRACTOR:

**WRIGHT STATE UNIVERSITY,
An Ohio public institution of higher education**

Signature: _____

Signature _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A
SCOPE OF WORK

A.1 **Contractor's Services.** Contractor agrees to furnish the following labor, work, and services to the University:

A.2 **Schedule for Services.** Contractor shall begin the above labor, work, and services commencing on the Effective Date and complete the same by the Completion Date, unless otherwise agreed to in writing signed by both of the Parties. Contractor agrees to meet the following deadlines regarding the completion of the above labor, work, and services:

SCHEDULE B
PAYMENT TERMS

B.1 **Compensation.** University shall pay Contractor as follows, so long as Contractor complies with the terms and conditions of the Agreement and its schedules (*check one*):

- Hourly.** Contractor shall be paid at the rate of \$ _____ per hour for their services. All invoices for payment shall state with particularity that is customary for their practice the tasks Contractor worked on and how much time was spent on each such task.
- Daily.** Contractor shall be paid at the rate of \$ _____ per day for their services. All invoices for payment shall state with particularity that is customary for their practice the tasks Contractor worked on each particular day for which they seek compensation.
- Other.** Contractor shall be paid as per the following terms:

Contractor's total compensation shall not exceed \$ _____. In the event that the Parties believe in good faith that the Contractor should be paid more than the Cap Amount, the Parties shall meet and confer promptly to create and execute a written amendment memorializing a change to such amount.

B.2 **Invoices.** Contractor shall submit requests for payment by written invoice to University's contact as described in this Agreement or other University representatives designated in writing. **All requests for reimbursement for expenses must be accompanied by itemized receipts.**

B.3 **Tax Information.** University shall report payments to Contractor by IRS Form 1099. Contractor shall promptly comply with University's reasonable requests for information to fill out such form.

B.4 **Withholdings.** Contractor shall be responsible for withholding all federal, state, and local taxes from wages or compensation paid to their agents, employees, representatives, and subcontractors who provided services to assist Contractor in furtherance of its obligations under this Agreement.

SCHEDULE C
PROCUREMENT TERMS AND CONDITIONS

- C.1 **Online Copy.** A true and accurate copy of the current Procurement Terms and Conditions (the “General Terms”) may be found here:

<https://www.wright.edu/sites/www.wright.edu/files/page/attachments/Procurement-Terms-%20Conditions.pdf>

The General Terms by reference above are hereby incorporated into this Agreement and this schedule.

- C.2 **Conflicts.** Where the General Terms may conflict with terms in this Agreement or other attached schedules, the terms of this Agreement and other attached schedules shall prevail.

SCHEDULE D
ON-SITE EMPLOYEE TERMS AND CONDITIONS

- D.1 **Non-Discrimination Policy.** During the performance of this Agreement, **Contractor** shall ensure its agents, employees, officers, owners, and subcontractors (the “Personnel”) will adhere to all federal, state, and local laws banning discrimination. **Contractor** shall not discriminate against any employee, applicant for employment, student, or other person on the basis of race, color, sex/gender, gender identity, gender expression, pregnancy, political affiliation, religion, creed, ethnicity, national origin (including ancestry), citizenship status, physical or mental disability of a qualified individual, age, marital status, family responsibilities, sexual orientation, veteran or military status (including special disabled veteran, Vietnam-era veteran, or recently separated veteran), predisposing genetic characteristics, domestic violence victim status, or any other protected category under applicable laws or in accordance with **University** policies, including protections for those opposing illegal discrimination or participating in any official complaint process on campus or within the Equal Employment Opportunity Commission or other civil rights agencies. **Contractor** will provide reasonable accommodations to qualified individuals with disabilities.
- D.2 **Anti-Harassment Policy.** **Contractor** shall familiarize itself with and comply with **University’s** policies regarding Equal Opportunity, Harassment and Discrimination, which include more information about nondiscrimination, sexual harassment, other discriminatory harassment, accommodation of disabilities, other civil rights offenses, confidentiality and reporting of offenses, remedial action, retaliation, and federal timely-warning obligations. Any form of harassment which may cause a negative, intimidating, or hostile effect on any individual will not be tolerated.
- D.3 **Conduct Policy.** **Contractor** shall ensure its Personnel act with civility and respect and maintain professional behavior at all times. **University** reserves the right to remove, or require the removal of, **Contractor’s** Personnel engaging in unprofessional or disrespectful behavior. **Contractor** agrees that all persons working for or on their behalf upon **University’s** campuses shall obey the rules and regulations that are established by **University** and shall comply with the reasonable directions of **University**.
- D.4 **Alcohol and Illegal Drugs.** **Contractor** shall ensure its Personnel do not store, possess, use, manufacture, sell, or distribute illegal drugs, drug paraphernalia, or any controlled substances (including prescription medications possessed or used by persons other than those for whom prescribed or for purposes other than those for which the medication was prescribed) on the **University’s** campuses.
- D.5 **Tobacco Policy.** **Contractor** shall ensure its Personnel do not use any tobacco products, including smokeless tobacco, nicotine-laden oils, or vaping devices while on **University’s** campuses, in any University-owned or University-leased vehicle, or at any University-sponsored events and activities.
- D.6 **Remedies.** **University** shall have the right to remove or ban any of **Contractor’s** Personnel from its campuses at its discretion. If any Personnel are removed, **Contractor** shall promptly provide replacements so as not to disrupt operations. **Contractor’s** single or repeated failure to abide by this policy may be grounds for immediate termination of this Agreement.