

THE OHIO STATE UNIVERSITY RESEARCH FOUNDATION

1960 Kenny Road, Columbus Ohio 43210-1063

CONSULTANT AGREEMENT

FOR INDIVIDUAL (NON-OSU EMPLOYEE) CONSULTING SERVICES

Instructions: PI completes page 1 and attaches a detailed Scope of Work, which is incorporated into the Agreement. Consultant indicates acceptance of the Agreement's terms and conditions and certifies Conflict of Interest by signing and dating page 2. The Consultant will return the signed agreement to the PI who will forward the agreement with the Scope of Work to his/her Sponsored Program Officer. Signatures must be **original**, per audit requirements.

RF Project No.:	RF Purchase Order No.: (leave blank - to be assigned later)
Principal Investigator Information: Name: Campus Address: Phone No.: Email Address:	Consultant Information Name: Home Address: Phone No.: Email Address:
Department Contact: Name:	Phone No.:
	Fax:
	Email:
Location of Services: In U.S.: <input type="checkbox"/> Outside U.S.: <input type="checkbox"/> (<i>Work performed outside the U.S. does not require non-resident alien documentation from the consultant</i>)	
Resident Status: U.S. Citizen: <input type="checkbox"/> W-9 required	Resident Alien or Permanent Resident: <input type="checkbox"/> W-9 required
Non-Resident Alien: <input type="checkbox"/> * Prior to executing a consultant agreement for a Non-Resident Alien, PI is required to contact RF Accounts Payable (292-8187) to learn whether any additional documentation will be needed beyond the following:	
*Attach the following required documentation: Picture page of Passport, Current I-94, Current Visa, U.S. Social Security Number, OSU Compliance Forms for Payment to B-1 or WB Visa Holder (if applicable)	
Provide a descriptive TITLE for the work to be performed (Attach detailed Scope of Work):	
Human Subjects: Will the consultant be engaged in non-exempt research involving human subjects. If yes attach Individual Investigator Authorization Agreement. Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Date(s) of Services to be Rendered: From:	To:
Fee: Select one (1) of the following fee schedules:	
<input type="checkbox"/> Daily Rate: \$	X No. of Days: = Total cost not to exceed: \$
<input type="checkbox"/> Hourly Rate \$	X No. of Hours: = Total cost not to exceed: \$
<input type="checkbox"/> Other (Attach cost analysis documentation for why consultant fee is reasonable and how it was determined.)	
Reimbursable Expenses: Scope of Work must include description and estimated costs. Travel: <input type="checkbox"/> Other: <input type="checkbox"/> These expense reimbursements must be submitted on a Non-Employee Payment Request form.	
Certification by Principal Investigator: <i>I have determined to the best of my knowledge that:</i>	
<ul style="list-style-type: none"> ○ The services to be provided by the Consultant are essential to the work under the referenced project and cannot be performed by persons otherwise compensated under this project or elsewhere employed by the University. ○ The Consultant is judged by me to be the most qualified person available to provide the services. ○ The fee specified is commensurate with the qualifications of the named Consultant and the services to be performed. ○ Neither the Consultant nor any family member of the Consultant is an employee of The Ohio State University Research Foundation or The Ohio State University (unless disclosed in accordance with terms of this agreement). ○ The Consultant is performing services under this agreement as an independent contractor in accordance with Internal Revenue Service guidelines and is not in an employee-employer relationship. ○ The Consultant will not use animals in performing services under this Agreement. ○ <i>For requests of \$25,000 or more, check one item below:</i> <ul style="list-style-type: none"> ○ Obtain competitive bids. Contact RF Procurement, Ph: 614-292-6871, for assistance. ○ Waive competitive bids. Attach Single/Sole Source/Waiver of Competitive bidding form PR-025. http://rf.osu.edu/forms/ 	
Signature of Principal Investigator: _____	Date: _____

For Procurement Office Use:	Purchase Order No.:	Project No.:
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This Consultant Agreement shall not be considered valid until an RF Purchase Order (PO) is assigned and issued.

It is understood and agreed that this CONSULTANT AGREEMENT covers the provision of professional services, e.g., technical assistance and deliverables, such as a manuscript, curriculum, or analysis, by the named CONSULTANT in accordance with the attached **Scope of Work** for the fixed rate fee, and a total cost not to exceed, and the time period stipulated herein. CONSULTANT is not an employee for the FOUNDATION. The CONSULTANT's services do not represent nor constitute a transfer of substantive programmatic contract/grant activities by the FOUNDATION to CONSULTANT.

This Agreement shall be effective for the rate and period and shall end on the date specified unless extended by mutual agreement between the CONSULTANT and the Principal Investigator (PI), and written approval by the FOUNDATION. Change Orders will be issued for any continuations, cancellations, or other changes.

The CONSULTANT represents that he/she is a sole proprietor carrying out a trade or business as an independent contractor (using his/her own facilities and equipment exclusively, except as described in a signed and dated attachment to this Agreement) for a number of clients, and not as an employee of FOUNDATION or The Ohio State University.

The CONSULTANT warrants that he/she is now under no obligation, contract or agreement, nor has he/she previously executed any documents whatever, with any other person, firm, association or corporation, that will, in any manner, prevent his/her giving and the FOUNDATION receiving the full benefit of his/her consulting services or that would be in conflict with any provisions of this Agreement.

Any work arising from services rendered under this Agreement shall not be published or otherwise disclosed by the CONSULTANT without first obtaining written approval from the FOUNDATION.

The CONSULTANT agrees that, during the period in which services are being rendered under this Agreement, any invention, improvement, or discovery made, conceived, or first actually reduced to practice, which is directly related to the subject matter of these activities, will be promptly brought to the attention of the FOUNDATION, and, subject to applicable laws, regulations, and contractual obligations of FOUNDATION, will belong to FOUNDATION. All notes, drawings, designs, technical data, computer software and other copyrightable works developed in connection with or pursuant to this Agreement shall become the exclusive property of the FOUNDATION. All rights to any copyrightable materials produced under this Agreement shall vest in the FOUNDATION.

The CONSULTANT shall not use, other than in connection with performance under this Agreement, nor disclose any confidential information obtained from or through the FOUNDATION as a result of work performed pursuant to this Agreement. Confidential information pertains to information that is not available to the public and is subject to protection or restriction under recognized legal principles.

To the extent the CONSULTANT has the right or permission to do so, he/she shall grant to the FOUNDATION a royalty-free, non-exclusive, and irrevocable license to use, and authorize others to use, in any manner, material not first produced in the performance of the work which is incorporated in the materials produced for or submitted to FOUNDATION by or for CONSULTANT hereunder. Promptly upon recognizing that such material for which CONSULTANT does not have the right or permission to grant such license is likely to be so incorporated, the CONSULTANT shall advise the FOUNDATION of that circumstance.

An Individual Investigator Authorization Agreement must be attached if the CONSULTANT'S services will involve use of human subjects or individually identifiable personal health information. Should classified information be involved with this Agreement, the CONSULTANT agrees to and is in a position to comply with the U.S. Department of Defense "Industrial Security Manual for Safeguarding Classified Information."

Either party may terminate this Agreement at any time by giving 30 days' advance written notice of such termination to the other.

Payment and Invoice Instructions: The CONSULTANT will not perform any work until the agreement is fully executed and the PO is issued (any work done prior to the executed agreement is at the consultant's own risk). The CONSULTANT shall be paid up to the total consultant fee as specified in this agreement including any executed amendments. The CONSULTANT represents that said fee is not greater than that which the CONSULTANT normally receives for like services. The CONSULTANT shall request payment by completing and signing Consultant Invoice AC-230 (<http://rf.osu.edu/forms/>). Invoices should be sent to the PI at the address listed on page one of this form. The PI shall authorize payment upon receipt and acceptance of such services and/or deliverables. All invoices must include the PO and Project numbers, the date(s) on which services were rendered, and the amount claimed. **The Consultant's final invoice must be received within 30 days after the period of performance has ended and must be marked "Final."**

Conflict of Interest Certification: By signing this agreement, CONSULTANT certifies that:

- a. He/she is not a CONSULTANT of FOUNDATION nor of The Ohio State University, other than by terms of this Agreement.
- b. He/she is not an employee or family member of an employee of FOUNDATION, The Ohio State University, or any agency of the State of Ohio.
- c. No employee or family member of an employee of FOUNDATION or The Ohio State University will be a recipient of any compensation, payment, or other direct benefit under this Agreement.
- d. The Consultant is not suspended, debarred, or ineligible to enter into contracts with any department or other agency of the Federal Government, nor in receipt of proposed debarment or suspension.

(Attach an explanation of any existing or possible conflict)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the year and date last specified.

THE OHIO STATE UNIVERSITY RESEARCH FOUNDATION:

CONSULTANT:

Signature

Date

Signature

Date

Type Name & Title

Type Name & Title

RF Internal Use Only:

SPO Initials: