

# Consultant Agreement Terms and Conditions

*For Individual (Non-OSU Employee)  
Consulting Services*



1. The Consultant Agreement shall not be considered valid until a Purchase Order (PO) is issued. The terms and conditions of both the Consultant Agreement and the Purchase Order shall govern the Consultant Agreement.
2. It is understood and agreed that this Consultant Agreement covers the provision of professional services (e.g., technical assistance, and/or deliverables, such as a report, curriculum or analysis). CONSULTANT will provide such services in accordance with the attached Scope of Work, fee schedule and not to exceed amount, and within the time period stipulated herein. Time extensions or other modifications must be authorized by change orders issued by the University.
3. The University may cancel this Agreement (immediately upon notifying CONSULTANT) for any reason without liability other than for that portion of the materials and/or services already received and approved. CONSULTANT may terminate this Agreement at any time by giving 30 days advance written notice of such termination to the University.
4. CONSULTANT is not personally responsible for the design, conduct or reporting of the research project conducted under the terms of this Agreement. Such responsibilities lie with the principal investigator, co-investigators or other key personnel associated with the project.
5. 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 the University.
6. CONSULTANT warrants that he/she is now under no obligation, contract or agreement, nor has he/she previously executed any documents whatsoever, with any other person, firm, association or corporation, that would, in any manner, prevent his/her giving, and the University receiving, the full benefit of his/her consulting services, or that would be in conflict with any provisions of this Agreement.
7. CONSULTANT shall not publish or otherwise disclose any work arising from services rendered under this Agreement without written approval from the University.
8. 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 that is directly related to the subject matter of these services will be promptly brought to the attention of the University, and, subject to applicable laws, regulations and contractual obligations of the University, will belong to the University. 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 University. All rights to any copyrightable materials produced under this Agreement shall vest in the University.
9. CONSULTANT shall not use, other than in connection with performance under this Agreement, nor disclose any confidential information obtained from or through the University as a result of work performed pursuant to this Agreement. Confidential information is information that is not available to the public and is subject to protection or restriction under recognized legal principles.
10. To the extent CONSULTANT has the right or permission to do so, he/she shall grant to the University 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 and that is incorporated in the materials produced for or submitted to the University by or for CONSULTANT hereunder. Promptly upon recognizing that material for which CONSULTANT does not have the right or permission to grant such license is likely to be so incorporated, CONSULTANT shall advise the University of that circumstance.
11. CONSULTANT is not authorized to use animals in performing services under this Agreement.

12. 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. Under certain circumstances, a Business Associates Agreement (BAA) may be required.
  13. Should classified information be involved with this Agreement, CONSULTANT agrees to and must agree to comply with the U.S. Department of Defense "Industrial Security Manual for Safeguarding Classified Information."
  14. Consultant Agreements are considered to be time and materials type contract(s) and include a ceiling price that if exceeded, the CONSULTANT does so at his/her own risk.
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