

**CENTRAL STATE UNIVERSITY
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is made as of this _____ day of _____, 200__
by and between **CENTRAL STATE UNIVERSITY** ("University") and _____
("Contractor"), located at _____.

WHEREAS, the University is desirous of obtaining services of the Contractor;

WHEREAS, the Contractor represents that Contractor has the knowledge, skill and ability to perform services for the University;

NOW THEREFORE, the parties hereto, intending to be legally bound, covenant and agree as follows:

1. The Contractor is hereby retained by the University and agrees to perform the services described below ("Services") (attach additional sheets, if necessary):

2. The Contractor agrees to perform the Services to the satisfaction of the University during the term of this Agreement.

3. The University agrees to pay the Contractor a fee of _____ for such Services. The fee will be payable (describe frequency and amount of payments; fee can be stated as "not to exceed") as described below:

The University, in its sole discretion, shall pay reasonable and necessary expenses incurred by the Contractor in performance of Services after receipt of the Contractor's invoice supported by documentation satisfactory to the University.

4. The Contractor agrees that the University will not deduct income or Social Security tax on any payments to the Contractor hereunder. The Contractor further agrees that the Contractor is solely responsible for payment of any such taxes due to the proper taxing authorities.
5. The Contractor understands that the Contractor's status hereunder is that of an independent contractor. The Contractor is not an employee of the University in the performance of Services and is not entitled to any employee benefits, statutory or otherwise, including, but not limited to, workers' compensation or unemployment compensation.
6. The Contractor agrees to keep confidential and not to disclose to third parties any information provided by the University pursuant to this Agreement unless the Contractor has received prior written consent of the University to make such disclosure. This obligation of confidentiality does not extend to any information that:
 - (a) was in the possession of the Contractor at the time of disclosure by the University, directly or indirectly;
 - (b) is or shall become, through no fault of the Contractor, available to the general public, or
 - (c) is independently developed and hereafter supplied to the Contractor by a third party without restriction or disclosure.
7. The Contractor agrees that any computer programs, software, documentation, copyrightable work, patents, discoveries, inventions, or improvements developed by the Contractor solely, or with others, resulting from any performance of Services pursuant to this Agreement are the property of

the University and the Contractor agrees to assign all rights therein to the University. The Contractor further agrees to provide the University with any assistance which the University may require to obtain patents or copyright registrations, including the execution of any documents submitted by the University.

8. In the performance of Services, the Contractor agrees that the Contractor shall not have the authority to enter into any contract or agreement to bind the University and shall not represent to anyone that the Contractor has such authority.
9. The Contractor represents and warrants to the University that in performing services the Contractor will not be in breach of any agreement with a third party.
10. The Contractor agrees that any personal injury to the Contractor or third parties or any property damage incurred in the course of performance of Services shall be the responsibility of the Contractor. The Contractor will indemnify, defend and hold the University harmless from any claims, demands, lawsuits, or award of damages arising out of the Contractor's performance of Services, except to the extent such are caused by the sole fault or negligence of the University.
11. The Contractor agrees that the obligations of Sections 6, 7 and 10 hereof will survive the termination of this Agreement.
12. The Contractor may not assign the rights or obligations under this Agreement without the University's prior written consent.
13. This Agreement contains the entire understanding with respect to the subject matter hereof and may not be amended except by a written agreement executed by the Contractor and an appropriate representative of the University. If any such other written agreement is entered between the parties, this Professional Services Agreement shall govern any conflicts between the terms of the documents.
14. The term of this Agreement shall commence on _____, 200__, and continue until _____, 200__. It may be extended beyond such date if the University agrees to the extension in writing.
15. All or part of this Agreement may be terminated by the University for its convenience. In such event, Contractor will be entitled to compensation for Services performed up to the date of termination. Contractor shall not be entitled to compensation or profit for Services not performed.
16. This Agreement shall be governed by the laws of the State of Ohio.

CONTRACTOR:

CENTRAL STATE UNIVERSITY:

Print Name

Date

Print Name

Date

Services are to be charged to Account Number(s): _____

Contractor's Tax I.D. # _____