

Independent Contractor Agreement

Johns Hopkins University

THIS AGREEMENT is made and entered into this _____ day of _____, 20____

between

(Independent Contractor), and Johns Hopkins University (University), a Maryland Corporation whose principal place of business is 3400 N. Charles Street, Baltimore, Maryland, 21218. In consideration of the mutual promises contained herein, the parties agree as follows:

The Complete Name of Independent Contractor is:

Independent Contractor principal place of business is located at:

Tax Status: (Complete Only One Section)

Individuals

Individual Name (First, Middle Initial, Last)

Social Security Number (SSN)

Complete this section

Sole Proprietor

Business Owner's Name: (REQUIRED)

Business Owner's (SSN)

Complete this section

Business or Trade Name: (OPTIONAL)

Employer ID Number

Partnership

Name of Partnership:

Complete this section

Partnership's Employer Identification Number

Partnership's Name on IRS records (see IRS mailing label)

**Corporation, Exempt
Charity or Other
Entity**

Name of Corporation or Entity: a corporation's legal name that is on the articles of incorporation:

Complete this section

Employer
Identification Number _____

Are you incorporated? No Yes

Date of Incorporation _____

Names of Officers: _____

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Permanent Business/Home address for mailing IRS Form 1099:

Street Address: _____

City: _____

State: _____

Zip or Postal-Code: _____

Country: _____

Are you a U.S. citizen or resident alien? No Yes

If no, please contact the University's Tax Office for instruction.

Scope of Work. The Independent Contractor will consult with and advise the University on matters and/or perform services relating to

The consultation and/or services will produce the following results (Deliverables):

Ownership of Deliverables . All computer software, patentable inventions, and any other Deliverables to be produced by Contractor shall be a "work made for hire" as that term is defined for copyright and other purposes, and shall be and become the property of the University which shall have all and exclusive rights to same. Contractor hereby assigns all rights to Deliverables to the University. To the extent necessary, Contractor agrees to execute any additional documents necessary to transfer copyright, patent rights, ownership of, and all other rights in Deliverables produced by Independent Contractor.

Place of Work . The Independent Contractor shall perform the work described hereunder from a place of business located at _____

or another place designated by the University. Upon reasonable notice, Independent Contractor shall meet with representatives of the University, either at the University's campus or other designated location.

Time Devoted to Work. In the performance of the Services, the amount of time devoted by the Independent Contractor on any given day will be entirely within the Independent Contractor's control, and the University will rely on the Independent Contractor to put in such number of hours as are necessary to fulfill the requirements of this Agreement.

Payment. The University will pay the Independent Contractor the sum of \$ _____ , in installments [or lump sum] as follows: _____ .

Term. The term of this Agreement shall commence on the date it is executed by the last to sign and shall continue through _____ , 20 ____ . Either party may terminate this Agreement for failure of the other to comply with the terms and conditions of this Agreement. In addition, the University may terminate at any time on 30 days written notice. If terminated at the will of the University, the University will pay for all services satisfactorily performed up to the termination date. Upon the expiration of the term hereof or earlier termination of this Agreement, Independent Contractor shall deliver to the University all completed work to date and any records or other property belonging to the University.

Status of the Independent Contractor. The University and Independent Contractor intend that the relationship between them shall be that of client and independent contractor. No agent, or employee of Independent Contractor shall be or shall be deemed to be an employee or agent of the University. The University is interested only in the results obtained under this Agreement consistent with paragraph 10 below. The manner and means of conducting the work are under the sole control of the Independent Contractor. None of the benefits provided by the University to its employees, including, but not limited to, worker 's compensation insurance and unemployment insurance, is available from the University to the Independent Contractor, or the employees, or agents of Independent Contractor. Independent Contractor will be solely and entirely responsible for his acts and for the acts of his agents, employees and subcontractors during the performance of this Agreement. The work performed under this Agreement will be performed entirely at the Independent Contractor's risk. The Independent Contractor agrees to indemnify the University for any and all liability or loss arising in any way out of the performance of this Agreement.

University's Right to Inspect. Although Independent Contractor has the authority to control and direct the performance of the details of the work, the work contemplated herein must meet the University's standards and approval and shall be subject to the University's general right of inspection to secure the satisfactory completion thereof. Independent Contractor agrees to comply with all federal, state, and local laws, rules and regulations that are now or hereafter applicable to the Independent Contractor or Independent Contractor's business. The University will designate a representative who shall be authorized to act for the University in all matters related to Independent Contractor's performance of the Services.

Use of Name. Independent Contractor agrees that no public or private announcements, media releases, press conferences, advertising or similar publicity in any form relating to JHU's name, image, or logo (or any variation or combination of such name, image, or logo), as well as the name or image of any JHU employee, student, or patient shall be made without the prior written consent of JHU, which consent may be withheld in JHU's sole and absolute discretion.

Disclose. Individuals signing this Agreement have disclosed any conflict of interest relationships that may exist between the parties and the disclosure is attached.

Debarment. *Independent Contractor certifies that s/he is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (If debarred, suspended, proposed for debarment, please, check here. Payment from federal funds is prohibited in such cases.)*

General. This Agreement shall be governed and controlled by Maryland law without regard to its conflict of law principles. The Parties agree that jurisdiction and venue for any dispute arising under this Agreement shall be exclusive in the state or federal courts located within the State of Maryland. Each Party voluntarily waives its right to trial by jury. Independent Contractor agrees to comply with Section 14-3503 of the Commercial Law Article of the Maryland Annotated Code by implementing and maintaining reasonable security procedures and practices that: (1) are appropriate to the nature of any personal information disclosed to Independent Contractor by Client; and (2) are reasonably designed to help protect such personal information from unauthorized access, use, modification, disclosure, or destruction. This Agreement constitutes the entire agreement of the parties with respect to the matters addressed herein and no modifications of this Agreement shall be enforceable unless in writing signed by both the University and Independent Contractor. All references to the masculine gender herein shall be applicable equally to the feminine and neuter genders and all references in the singular shall apply in the plural.

In witness whereof the University and the Independent Contractor have hereby caused this Agreement to be executed.

The Johns Hopkins University

Independent Contractor

By: _____
Department Administrator

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

By: _____
Supply Chain Administrator

Print Name: Paul Beyer _____

Title: Director of Purchasing _____

Date: _____