

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
«FIRSTNAME» «LASTNAME» AND
OHIO BOARD OF REGENTS**

This Memorandum of Understanding (“MOU”) is entered into by and between the Ohio Board of Regents, a governmental body established by the Ohio General Assembly pursuant to Ohio Revised Code §3333.01, with its principal address at 30 East Broad Street, Columbus, Ohio 43215 (“REGENTS”), and «FirstName» «LastName», «gender» principal address at «Address1», «City», «State» «PostalCode» (“INDEPENDENT CONTRACTOR”).

WHEREAS, REGENTS serves as the coordinating body for higher education in the State of Ohio; and

WHEREAS, REGENTS is authorized to enter into contracts with consultants to discharge the board’s duties pursuant to Ohio Revised Code Section §3333.044; and

WHEREAS, REGENTS desires to secure the services of an INDEPENDENT CONTRACTOR to assist REGENTS with the xxxxxxxxxxxxxxxx; and

WHEREAS, the services required by REGENTS for the review and evaluation of xxxxxxxxxxxxxxxx.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, REGENTS and the INDEPENDENT CONTRACTOR (individually, a “Party”; collectively the “Parties”) hereby agree as follows:

ARTICLE I: STATEMENT OF WORK

The INDEPENDENT CONTRACTOR agrees to provide the following services. Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx...

ARTICLE II: TERM OF THE MOU

The term of this MOU shall commence on xxxxxxxx, or the date on which both parties sign the contract, whichever date is later, and end xxxxxxxx, or until the MOU is terminated pursuant to the terms contained herein, whichever event occurs first.

ARTICLE III: COMPENSATION

1. In consideration of the promises and performance of the INDEPENDENT CONTRACTOR as set forth herein, REGENTS agree to:

Pay INDEPENDENT CONTRACTOR, upon actual receipt of proper invoices, including time sheets, compensation upon the completion of each deliverable as specified in Article I, or a lump sum of xxxxxxxx (\$xxxxx) for services performed in accordance with Article I of this MOU. In addition to the compensation paid as set forth herein, REGENTS agrees to reimburse INDEPENDENT CONTRACTOR for expenses, which shall not exceed xxxx (\$xxxx). Travel related expenses shall not exceed twenty-five dollars (\$25.00) and non-travel related expenses shall not exceed xxxx (\$xxxx). Expenses to be reimbursed by REGENTS shall include travel (mileage, etc.), phone charges, fax charges, overnight express charges (i.e., federal express, U.S. mail, UPS), copying, and other similar charges at cost to INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR agrees that the reimbursement for travel shall be made in accordance and shall not exceed the reimbursement amounts authorized under Ohio Revised Code §126.31(B) and Ohio Administrative Code §126-1-02.

Payment of the total contract shall be made upon completion of the recommendation of proposals for funding at the end of the meeting scheduled for xxxxxxxxxxxx, or upon submission of an invoice whichever is later.

An invoice is not proper if it contains a defect or impropriety. REGENTS shall notify INDEPENDENT CONTRACTOR within fifteen (15) days, in writing, of the defect or impropriety and provide any information necessary to correct the defect or impropriety. Invoices shall be sent to:

Ohio Board of Regents
Attn: Accounting
30 East Broad Street, 36th Floor
Columbus, Ohio 43266-0417

Section §126.30 of the Ohio Revised Code is applicable to this MOU and requires payment of interest on overdue payments. The interest rate shall be at the rate per calendar month that equals one twelfth of the rate per annum prescribed by §5703.47 of the Ohio Revised Code.

2. Unless expressly provided for else where in this MOU, INDEPENDENT CONTRACTOR shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this MOU.

ARTICLE IV: RIGHTS IN DATA, PATENTS AND COPYRIGHT

REGENTS shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or material prepared by the INDEPENDENT CONTRACTOR pursuant to this MOU. No such documents or

other materials produced (in whole or in part) with funds provided to the INDEPENDENT CONTRACTOR by REGENTS shall be subject to copyright by the INDEPENDENT CONTRACTOR in the United States or other country.

ARTICLE V: TERMINATION

This MOU may be terminated only as follows:

1. By REGENTS without cause upon thirty (30) days written notice to the INDEPENDENT CONTRACTOR.
2. By mutual consent of the Parties.
3. In accordance with the term limitations set forth in Article 2 of the MOU entitled "TERM OF THE MOU."
4. If the General Assembly fails at any time to continue funding for the payments and other obligations set forth herein, REGENTS obligations under this MOU are terminated as of the date the funding expires and REGENTS shall have no further obligations hereunder. If REGENTS discovers or is notified of the discontinuation of funding for this MOU, then REGENTS agrees to notify the INDEPENDENT CONTRACTOR of said discontinuation as soon as is practicable. The INDEPENDENT CONTRACTOR shall not perform any work under the MOU after it receives such notice.

ARTICLE VI: COMPLIANCE WITH LAW

Both Parties agree to comply with all applicable federal, state and local laws in the conduct of the work hereunder. Neither party nor, its employees are employees of the other party with regard to the application of the Fair Labor Standards Act minimum wages and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws. INDEPENDENT CONTRACTOR accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by INDEPENDENT CONTRACTOR in the performance of the work authorized by this MOU. REGENTS shall not be liable for any taxes under this MOU.

ARTICLE VII: DRUG AND ALCOHOL FREE WORKPLACE

The INDEPENDENT CONTRACTOR shall comply with all applicable federal, state, and local laws regarding smoke free and drug free work places and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do

not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

ARTICLE VIII: CERTIFICATION AND AVAILABILITY OF FUNDS

The MOU is subject to the provisions of Ohio Revised Code §126.07. It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies.

ARTICLE IX: AMENDMENTS OR MODIFICATION

No amendment or modification of this MOU shall be effective against either party unless such amendment or modification is set forth in writing and signed by both parties.

ARTICLE X: ENTIRE AGREEMENT

This MOU constitutes the entire agreement of the parties hereto and supersedes any prior understandings or written or oral communications between the parties respecting the subject matter hereof.

ARTICLE XI: WAIVER

The waiver or failures of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

ARTICLE XII: SEVERABILITY

If any provision of this agreement is found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this MOU shall not in any way be affected or impaired unless such severance would cause this agreement to fail of its essential purpose.

ARTICLE XIII: NOTICE

Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, facsimile, or by United States certified mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below or such other address as said party shall hereafter designate in writing to the other party.

«Title» «FirstName» «LastName»
«Address1»
«City», «State» «PostalCode»

Ohio Board of Regents
30 East Broad Street
36th Floor
Columbus, OH 43266-0417
Facsimile: (614) 466-5866

Copy (provided by REGENTS) to:
Ohio Attorney General's Office
Education Section
30 East Broad Street, 15th Floor
Columbus, OH 43216-6610
Facsimile: (614) 644-7634

ARTICLE XIV: GOVERNING LAW

This MOU shall be construed under and in accordance with the laws of the State of Ohio.

ARTICLE XV: HEADINGS

The headings herein are for reference and convenience only. They are not intended and shall not be construed to be a substantive part of this MOU or in any other way to affect the validity, construction, interpretation, or effect of any of the provisions of this MOU.

ARTICLE XVI: EFFECTIVE DATE

This MOU shall be effective on xxxxxxxxxx, or the date signed by the parties hereto, whichever date is later.

IN WITNESS WHEREOF, the parties have executed this MOU on the day and year set aside by their respective signatures.

INDEPENDENT CONTRACTOR

By: _____

Date

[Please Print or Type Full Name]

FTI# or SS#, as applicable

THE OHIO BOARD OF REGENTS

By: _____
Roderick G.W. Chu
Chancellor

Date

EXHIBIT 1

SCOPE OF WORK

INDEPENDENT CONTRACTOR shall provide the following services to assist REGENTS in