



OHIO
UNIVERSITY

Short Form Services Agreement

Purpose of form: This Agreement can only be used for common services that are:

- Specifically listed under Nature of Services section of form.
- Common services with no ambiguity regarding performance criteria and deliverables.
- All compensation, either lump sum or in installments, must be paid within the same fiscal year.
- Does not exceed competitive bid requirements, currently \$50,000. (<https://www.ohio.edu/policy/55-007.html>).

Note: Form Preparer must review Form Instructions prior to completion. (<https://www.ohio.edu/sites/default/files/sites/finance/purchasing/files/short-form-services-agreement-instructions.pdf>)

Supplier Information

Business/Individual Name - (Enter full name here (Last, First, MI) as shown on your income tax return) **Required**

Contact Name

Address (number & street or P.O. Box) **Required**

City, State/Province, Country and Zip Code

Phone

Fax

Email

If supplier is not set up in BobcatBUY, please complete appropriate W-9/W-8 form (<https://www.irs.gov/forms-pubs>) and the Supplier/Payee Information Form. (<https://ohio.edu/finance/forms>)

Service Information

Date(s) services will be provided

Date of Agreement

Service Location:

☐ Ohio University Building/Room

☐ Off Campus

Residency Status

☐ U.S. Citizen

☐ Resident Alien

☐ Non-Resident Alien

Nature of Services

☐ Actors

☐ Entertainer

☐ Photographer/Videographer

☐ Transcriptionist

☐ Guest Artist/Conductor/Director/Musician for academic (non-honorarium)

☐ External Reviewer

☐ Speaker/Panelist (professional, non-honorarium)

☐ Workshop/Seminar

☐ Editorial/Writing Services/Indexing Services

☐ Interpreter/Translation Services

☐ Sports Official (timekeepers, announcers, etc.)

Payment Information

Compensation

General Ledger Account Number

Entity	Source	Organization	Activity	Function	Object
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OR

Grants Account Number

Project	Task	Award	Object
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Description of Service

Certification

Ohio University Payment terms are Net 30 from the date of invoice.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, including the **Terms and Conditions attached to this page**, the parties have duly executed this Short Form Services Agreement on the dates set forth below.

Sign Here

Signature of Supplier ▶

Title ▶

Date ▶

Sign Here

Signature of Planning Unit CFAO ▶

Title ▶

Date ▶

General Instructions

Direct questions to Purchasing. Contact Angel Mack at macka@ohio.edu or by phone at 740-593-2975.

Send invoices to Accounts Payable at accounts.payable@ohio.edu, fax: 740-593-9890 or by mail: Accounts Payable, 1 Ohio University Drive, WUSOC 213, Athens, OH 45701.

Official Use Only: Unit Processing Instructions

1. Select Services Agreement Form in BobcatBUY.
2. If Supplier/Payee is **NOT ACTIVE** in BobcatBUY or you need to change Supplier Information, select "**Not Available**" as the supplier and attach:
 - a) W-9 for a US Citizen or Resident Alien or appropriate W-8 for Non-Resident Alien.
 - b) Supplier/Payee Information form.
 - c) Completed Short Form Services Agreement with Supplier and Planning Unit CFAO's signature **prior to submission**.
3. If Supplier/Payee **IS ACTIVE** in BobcatBUY select the "**Supplier/Payee**" and attach:
 - a) Completed Short Form Services Agreement with Supplier and Planning Unit CFAO's signature **prior to submission**.
4. The Short Form Services Agreement will not serve as the invoice, supplier must invoice Ohio University.

Return form to:

Department Contact

Department

Phone

Fax

Email

Terms and Conditions

1. **Services.** The activities, services, performances and/or deliverables described in the “Detailed Description of Services” section (“Services”) shall be provided on the terms and conditions set forth in this Short Form Services Agreement (“Agreement”). This Agreement shall be effective as of the date last signed by the parties (“Effective Date”).
2. **Term.** The term of this Agreement shall commence on the Effective Date and expire as described in this Agreement (*e.g.*, upon completion of Services, acceptance of deliverables, etc.), unless earlier terminated or extended as provided herein.
3. **Acceptance and Confirmation.** All Services delivered hereunder will be received subject to University's inspection and approval. Payment will not constitute acceptance.
4. **Warranties.** Supplier represents and warrants that all Services do not infringe any patent, trademark, copyright or trade secret and do not constitute unfair competition.
5. **Invoicing and Payment.** Supplier shall provide an invoice(s) for Services. Invoices should be sent electronically to accounts.payable@ohio.edu and must identify the Purchase Order number or similar identifying contract number in the subject line, along with Supplier's name and invoice number. Invoices also must contain a description of the Services performed, date(s) Services were provided and hours worked, if appropriate. If necessary, hard copy invoices may be mailed to Ohio University, 1 Ohio University Drive, WUSOC 213, Athens, OH 45701. University may pay by ACH or check. Payment terms are NET30 days and will be calculated from the date Services are completed, the date the invoice is received, or the date of acceptance, whichever is later.
6. **Contingent Upon Appropriation.** Supplier acknowledges that expenditures of University funds are contingent upon availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails to continue funding for payments and/or other obligations that are due, University may provide Supplier with written notice of the same and may terminate this Agreement at its option with respect to Services not yet provided by Supplier.
7. **Independent Contractor.** Supplier agrees that it is an independent contractor and not an agent, partner or employee of University. Supplier acknowledges that it does not have the authority to sign agreements, notes or obligations, or to make purchases or dispose of property for or on behalf of University. Supplier's personnel are not employees or agents of University at any time for any purpose. Supplier accepts full responsibility for payment of taxes including without limitation unemployment compensation premiums, all income tax deductions, social security deductions and any and all other taxes or payroll deductions required for all employees engaged by the Supplier in performance of this Agreement. Employees of Supplier who provide personal services to University are not public employees by virtue of those Services and are not entitled to membership in any Ohio public pension system on that basis.
8. **Intellectual Property.** All custom work produced during the performance of this Agreement by Supplier, whether individually or jointly with University faculty, staff or students (collectively “Work Product”) will be deemed to be owned by University. All Work Product that constitutes patentable subject matter is irrevocably assigned to University by this Agreement. All Work Product that constitutes copyrightable subject matter under the copyright laws of the United States will be deemed a “work made for hire” under the United States copyright laws, and all right, title and interest in and to such Work Product will vest in University. If any Work Product is determined not to be a “work made for hire,” this Agreement operates as an irrevocable assignment by Supplier to University of the copyright in such Work Product. Notwithstanding the foregoing, Supplier does not convey, nor does University obtain, any ownership of materials proprietary to Supplier and not developed under this Agreement that Supplier may utilize or provide pursuant to the Services (“Supplier Materials”), except as otherwise agreed in writing by the parties. Prior to incorporating any Supplier Materials in any Work Product, Supplier will first notify University and obtain University's prior written consent to such use. If Supplier materials are incorporated in whole or in part into any Work Product or other deliverable, Supplier grants to University, subject to the terms and conditions of this Agreement, a royalty-free, irrevocable, worldwide, non-exclusive, non-transferable, perpetual right to use, distribute, reproduce, modify and prepare derivative works of such Supplier Materials to the extent they are incorporated in any Work Product.
9. **Insurance.** Throughout the duration of this Agreement, Supplier shall maintain (i) comprehensive general liability insurance (or equivalent professional liability insurance) covering bodily injury and property damage that may arise from or in connection with the Services in amounts not less than \$500,000 per occurrence and \$1,000,000 in the aggregate; and (ii) workers' compensation coverage as required by Ohio law.

- 10. Compliance with Laws.** The parties will comply with all applicable federal, state and local laws, regulations and ordinances and University's policies (which may be found at www.ohio.edu/policy) that pertain to the Services and activities contemplated by this Agreement, including but not limited to state ethics laws. At its cost, Supplier shall obtain and maintain all licenses, certifications and permits required by law in order to perform the Services and shall provide University with written evidence of the same at University's request.
- 11. Force Majeure.** Neither party will be responsible for any delay or failure in performance resulting from strike, lockout, failure of power, fire, acts of God, terrorism, riots, insurrection, war or other similar reason beyond the reasonable control of such party ("Force Majeure Event"). When either party has knowledge of any Force Majeure Event that will delay or affect its performance, such party will immediately notify the other party. The time for performing any obligation may be extended for a period equivalent to the period of such Force Majeure Event at the sole discretion of University.
- 12. Taxes.** The parties acknowledge that the Services provided hereunder are exempt from Ohio sales tax and federal excise tax. An exemption certificate is available, upon request, from University Purchasing.
- 13. Termination for Cause.** If a party commits a material breach of this Agreement, then the non-breaching party may terminate this Agreement for cause, so long as the non-breaching party first provides breaching party with a written notice of the breach and breaching party fails to cure the breach within ten business days of receipt of the notice (or, if the breach by its nature cannot reasonably be cured within ten business days, then non-breaching party may terminate if the breaching party fails to begin to cure the breach within ten business days of receipt of the notice and works diligently thereafter to cure the breach). Such termination will be without prejudice to any other rights and remedies that may be available to the non-breaching party. Supplier, upon receipt of notice of suspension or termination, shall cease work and comply with University's reasonable instructions.
- 14. Termination for Convenience.** University may terminate this Agreement for its convenience and without cause at any time upon thirty days prior written notice to Supplier. Upon receipt of such notice of termination for convenience, Supplier will immediately cease work and follow other reasonable instructions from University. University will pay Supplier for Services furnished before the date of termination. Termination under this section will not affect the rights or remedies of either party then-existing or that may thereafter accrue.
- 15. Limitation of Liability.** IN NO EVENT WILL UNIVERSITY BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY, SUPPLIER WILL BE LIABLE FOR ANY PERSONAL INJURY OR DAMAGE TO UNIVERSITY IN PERFORMING THE SERVICES, INCLUDING DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, CAUSED BY ITS FAULT OR NEGLIGENCE.
- 16. Indemnification.** Supplier will indemnify and hold harmless University, its trustees, officers, employees and agents and the State of Ohio from and against all losses, costs, damages, judgments, expenses, demands, claims (including but not limited to negligence) and liabilities of every kind and description, including attorneys' fees and court costs, arising from Supplier's performance and/or non-performance of this Agreement, Supplier's breach of any provision of this Agreement (including but not limited to its warranty of non-infringement), and any injury, death or property damage caused by the Services provided hereunder. Supplier's defense of any claim will be subject to the Ohio Attorney General's right to appoint counsel and approve settlements on behalf of University. Supplier agrees that notwithstanding any other terms exchanged by the parties, University has no obligation to indemnify Supplier for any reason.
- 17. Nondiscrimination.**
- a. Supplier acknowledges and agrees that Supplier does not discriminate in employment on the basis of race, color, religion, sex, age, ethnicity, national ancestry, national origin, sexual orientation, pregnancy, gender, gender identity or expression, military service or veteran status, and mental or physical disability.
 - b. **In fulfilling the terms of this Agreement, the Supplier agrees that if applicable, Executive Order 13496 (29 CFR 471, Appendix A to Subpart A) and 41 CFR 60 -1.4(a), 60-1.7, 60-4.3 are incorporated herein. If applicable, all contractors and subcontractors shall abide by the requirements of 41 CFR 60 -300.5(a) and 60 -741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

18. **No Findings for Recovery.** Supplier warrants that it is not subject to an unresolved Finding for Recovery under Ohio Revised Code Section 9.24. Supplier agrees that if this representation is deemed to be false, this Agreement will be void ab initio, and Supplier must immediately repay all funds paid under this Agreement.
19. **Use of Name.** Neither party may not use the name, logos or identifying marks of the other party in any advertisement, promotional materials, press release or other public statement or on its website unless it first obtains the express written permission of the other party.
20. **Choice of Law; Venue.** This Agreement and any claims and disputes arising from or related to this Agreement will be governed by and construed in accordance with the laws of the State of Ohio. Such litigation may be brought only in federal or state courts of Ohio embracing Athens County, and the parties irrevocably consent to the jurisdiction and venue of such courts. Litigation seeking monetary damages from University may be filed only in the Ohio Court of Claims.
21. **Notices.** All notices required or permitted to be given under this Agreement will be made to the parties at their respective addresses listed in this Agreement.
22. **Campaign Contributions.** Supplier warrants that neither Supplier nor its partners, officers, directors or shareholders, or spouses of any such person, has made contributions in excess of the limitations specified in Ohio Revised Code Section 3517.13.
23. **No Assignment.** Supplier will not assign any right, obligation, or duty under this Agreement without the prior written consent of University.
24. **No Third Party Beneficiaries.** Nothing in this Agreement will create any rights or benefits in persons not parties to this Agreement.
25. **Non-Waiver.** No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against whom it is sought to be enforced. Failure or delay by either party to enforce any rights under this Agreement will not be construed as a waiver of such rights, and a waiver by either party of a default in one or more instances will not be construed as a continuing waiver or as a waiver in other instances.
26. **Debarment.** Supplier certifies that it is not currently now nor will be during the term of this Agreement suspended or debarred by the federal government or State of Ohio from participating in federal or state funded projects.
27. **Counterparts.** This Agreement may be executed in one or more counterparts, which when taken together shall constitute but a single instrument. Either party may sign this Agreement by signing and emailing or faxing the original document to the other party. Such document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.
28. **Entire Agreement; Amendments.** This Agreement (including exhibits) sets forth the entire understanding between the parties regarding the Services and subject matter discussed herein and supersedes all prior agreements, whether oral or written. This Agreement supersedes terms that may accompany a purchase order issued by University for the Services. Any terms provided by Supplier on its invoice or other documentation that are in addition to and/or conflict with any terms herein are void and of no effect, notwithstanding University's acceptance of or payment for any delivery of Services. This Agreement may not be modified or amended except by a writing signed by both parties.