

## INDEPENDENT CONTRACTOR AGREEMENT (ICA)

This Agreement is between Bowling Green State University, Bowling Green, Ohio 43403 (“BGSU”) and Independent Contractor (“Independent Contractor”) whose name and address are stated below:

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

BGSU Dept. Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

### 1.0 **Scope of Services.**

- 1.1 Independent Contractor agrees to provide the services (“Services”) as described on **Attachment A**, which is appended to and incorporated into this Agreement.
- 1.2 Independent Contractor agrees to provide the Services with the customary degree of care and skill.
- 1.3 Independent Contractor will provide the Services on the following date(s) start date: \_\_\_\_\_; end date: \_\_\_\_\_.
- 1.4 Does this service require a license in the state of Ohio? \_\_\_\_\_  
If so, list license number: # \_\_\_\_\_ and expiration date: \_\_\_\_\_.

### 2.0 **Fees, Expenses, and Payment.**

- 2.1 BGSU agrees to pay Independent Contractor a fee of \$ \_\_\_\_\_ for the Services.
- 2.2 Reimbursable travel and incidental expenses, if any, will be reimbursed as per BGSU policy 3341-6- 47 and are specified in **Attachment A**.
- 2.3 The fee will be payable upon completion of the Services and submission of a proper invoice. Reimbursable expenses will be payable upon submission of a proper invoice and any additional supporting receipts or documentation that BGSU may request.
- 2.4 The total amount (including reimbursable expenses) that BGSU will pay Independent Contractor under this Agreement will not exceed \$ \_\_\_\_\_.
- 2.5 Independent Contractor agrees to provide the Services as an independent contractor. As an independent contractor, Independent Contractor is solely responsible for payment of all taxes. BGSU will not deduct taxes from any payment to Independent Contractor.

### 3.0 **Independent Contractor’s Insurance.**

*Required for Independent Contractors being paid using a Taxpayer ID Number (TIN); may be waived for Independent Contractors being paid using a SSN.*

- 3.1 Independent Contractor will procure and maintain insurance that includes the following minimum levels of coverage: commercial general liability \$1,000,000 per occurrence and \$3,000,000 aggregate; business automobile liability \$1,000,000 combined single limit; and workers’ compensation insurance as required by statute.

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- 3.2 Independent Contractor's liability insurance policies will be written on a primary basis and will be endorsed to include BGSU as an additional insured with respect to liability arising out of activities performed by or on behalf of Independent Contractor.
- 3.3 Independent Contractor will provide BGSU with certificates of insurance and policy endorsements evidencing BGSU's coverage as an additional insured. Independent Contractor will also provide BGSU with evidence of current workers' compensation insurance coverage unless the law allows elective coverage and Independent Contractor has elected not to carry it.
- 3.4 All certificates, endorsements, and other evidence of coverage must be received and approved by BGSU before Independent Contractor commences work. All required coverage must be in effect before Independent Contractor commences work and must remain in effect until the Services are completed.
- 3.5 Certificates of Insurance, copies of required endorsements, notices of cancellations, and any other documentation as required by the insurance provisions of this Contract shall be sent to:

Bowling Green State University  
Attn: Risk Management  
1851 N Research Drive  
Bowling Green, OH 43403  
Email: purchasing@bgsu.edu

### **4.0 Independent Contractor's Responsibility for Injury and Damage.**

- 4.1 Any personal injury to Independent Contractor or any other person and any property damage incurred in performance of the Services will be the responsibility of Independent Contractor.
- 4.2 Independent Contractor agrees to indemnify BGSU (and its governing board, officers, employees, agents, and students) from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, that may arise out of Independent Contractor's performance of the Services, except to the extent that they are caused by the sole negligence of BGSU.

### **5.0 Force Majeure.**

- 5.1 The Parties agree that, if by reason of strike or other labor disputes, civil disorders, severe weather, acts of God, acts of terror, war, pandemic, or other unavoidable cause beyond the control of the party seeking to invoke this paragraph, either Party is unable to perform its obligations, such non-performance shall not be considered a breach of this Agreement.

### **6.0 Cancellation and Failure of Services.**

- 6.1 In the event Independent Contractor cancels, the Independent Contractor shall promptly reimburse BGSU for all costs that have been incurred by BGSU in reliance upon this Agreement including, but not limited to, pre-paid expenses. When the Independent Contractor does not honor the contract for any reason, BGSU shall have the option of: a) obtaining reimbursement from the Independent Contractor of all amounts advanced by BGSU to the Independent Contractor; b) cancelling; or, c) re-scheduling at the earliest available date acceptable to BGSU.
- 6.2 In the event BGSU cancels the service, BGSU shall promptly reimburse the Independent Contractor for non-refundable airline travel and hotel costs incurred by the Independent Contractor in reliance upon this Agreement, provided that, such costs were incurred in compliance with this Agreement (including **Attachment A**). Receipts will be necessary for reimbursement of such costs.

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**7.0 Other Terms.**

- 7.1 This Agreement (including the specified matter in **Attachment A**) is the parties' entire understanding with respect to the Services. It may be amended only by a written agreement signed by both parties. In the event of a conflict between this Agreement and **Attachment A**, this Agreement will govern.
- 7.2 This Agreement will be governed by and construed under the laws of the State of Ohio, which will be the forum for any lawsuit arising from or incident to this Agreement.
- 7.3 Any assignment of rights or obligations under this Agreement requires BGSU's prior written consent.
- 7.4 This Agreement shall have no legal effect until BGSU's HR Independent Contractor Determination form is fully approved in BGSU's vendor management portal. The HR Independent Contractor Determination Form must be approved on an annual basis.
- 7.5 By signing this Agreement, Independent Contractor certifies that no BGSU employee, and no family member or business associate of a BGSU employee, will financially profit from or have a pecuniary interest in the Agreement.
- 7.6 By signing this Agreement, Independent Contractor certifies that they are not a retiree of BGSU and have not retired from another public employer in the state of Ohio within the last 60 days.
- 7.7 Independent Contractor will comply with all applicable federal, state, and local laws and executive orders while performing under this Agreement.
- 7.8 Independent Contractor warrants that it is not debarred from consideration for contract awards by any governmental agency or subject to an unresolved finding for recovery pursuant to Section 9.24 of the Ohio Revised Code. If this warranty is false, this Agreement is void ab initio and the Service Provider shall immediately repay any funds paid under this Agreement.
- 7.9 Pursuant to Ohio Rev. Code 9.76(B), Independent Contractor warrants that Independent Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Agreement on the date indicated below under their respective signatures.

BOWLING GREEN STATE UNIVERSITY:

INDEPENDENT CONTRACTOR:

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_