

**CONSULTING AGREEMENT
BETWEEN
CLEVELAND STATE UNIVERSITY
AND
[CONTRACTOR NAME]**

THIS AGREEMENT is made and entered into effective this ____ day of _____, 20__ by and between Cleveland State University (“University”), a public institution of higher education and instrumentality of the State of Ohio, 2121 Euclid Avenue, Cleveland, Ohio 44115-2214, and [Contractor Name] (“Contractor”), [Street Address, City, State, Zip].

WHEREAS, University desires to engage Contractor to [State what Contractor is doing for University];

WHEREAS, [If applicable, insert language showing statutory authority to undertake this agreement; if not applicable, delete this WHEREAS clause]; and

WHEREAS, Contractor desires to perform such services for University in accordance with the terms and conditions prescribed by University;

[OPTION 2 – If RFP was issued, delete the above “WHEREAS” clauses and insert the below “WHEREAS” clauses]

WHEREAS, University issues a Request for Proposal for _____, which is attached hereto and incorporated herein by reference as Exhibit A (“RFP”); and

WHEREAS, Contractor submitted a proposal in response to University’s RFP, which is attached hereto and incorporated herein by reference as Exhibit B (“Proposal”); and

WHEREAS, Contractor’s Proposal was deemed to be the most qualified, cost effective, and responsible.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I: NATURE OF CONTRACT

- 1.1 Contractor shall perform all services as an independent contractor. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a personal nature that University is the sole judge of the adequacy of such services. University reserves the right to cancel this Agreement should University at any time be dissatisfied with Contractor’s performance of its duties under this Agreement.
- 1.2 University enters into this Agreement in reliance upon Contractor’s representations that it has the necessary expertise and experience to perform its obligations, and Contractor warrants that it does possess the necessary expertise and experience.
- 1.3 Contractor shall perform services and University shall not hire, supervise, or pay any assistants to Contractor in its performance under this Agreement. University shall not be

required to provide any training to Contractor to enable it to perform services required hereunder.

- 1.4 In the event of a cancellation of this Agreement by University, Contractor shall be reimbursed in accordance with Article VI, Termination of Contractor's Services. All provisions of this Agreement relating to confidentiality shall remain binding upon Contractor in the event of cancellation.
- 1.5 University may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, Contractor shall comply with such instructions and fulfill such requests to University's satisfaction. It is expressly understood by the Parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. University retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Agreement. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of University or the State of Ohio.

ARTICLE II: SCOPE OF SERVICES

- 2.1 Contractor shall perform the services (the "Work") set forth in Exhibit 1, Scope of Work, attached hereto and made a part hereto.
- 2.2 In order to facilitate the Work, the University shall provide the resources set forth in Exhibit 1, Scope of Work.
- 2.3 Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of University. [\[Description of any other obligations of Contractor\]](#).

ARTICLE III: TIME OF PERFORMANCE

- 3.1 The Work shall commence on or after the date of an approved purchase order.
- 3.2 The Work shall conclude on or before _____. This Agreement shall remain in effect until the Work described in Article II, Scope of Services, is completed to the satisfaction of University and until Contractor is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Contractor's Services, whichever is sooner.
- 3.3 **[OPTION 1 – two year term]** Notwithstanding the foregoing, as the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2015. University may renew this Agreement on the same terms and conditions by giving written notice prior to expiration. Such renewal shall begin July 1, 2015 and shall terminate June 30, 2017, unless terminated sooner as set forth herein.

- 3.4 **[OPTION 2]** Notwithstanding the foregoing, this Agreement shall expire no later than June 30, 2015. University may renew this Agreement for an additional one year term on the same terms and conditions by giving written notice prior to expiration. As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement and any renewal shall in any event expire no later than June 30, 2015
- 3.5 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code (“R.C.”) 3517.13, 127.16, or Chapter 102.

ARTICLE IV: COMPENSATION

- 4.1 University shall pay Contractor for the Work a total amount not to exceed \$_____.
- 4.2 The total amount due shall be computed according to the following cost schedule:
[Cost Schedule]
- 4.3 The total amount due shall be paid upon completion of all the Work.
- 4.4 **[OPTION 1 – no travel]** Contractor shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement.
- 4.5 **[OPTION 2 – travel reimbursement]** Contractor shall be reimbursed for the Contractor’s reasonable, actual and necessary travel, lodging, and other travel-related expenses incurred in the performance of the Work in accordance with University’s Travel Policy to the extent such reimbursement is in the best interest of University. Only travel expenses that are pre-approved in writing by University will be reimbursed. After approval by University, travel expenses will be reimbursed pursuant to University’s Travel Policy in an amount not to exceed _____.
- 4.6 Contractor must receive a purchase order from University prior to performing any of the Work.
- 4.7 After Contractor receives a purchase order, Contractor shall submit an **[invoice frequency]** invoice for the Work performed consistent with this Article IV, Compensation. Each invoice shall contain an itemization of the Work performed, including dates the Work was performed and total hours worked, if required by Paragraph 4.2., above, the location or address where the Work was performed, and the sum due at that time pursuant to this Agreement. All invoices shall contain the Contractor’s name and address and shall reference Cleveland State University and list the billing address as 2121 Euclid Avenue, PH 118, Attn.: Accounts Payable, Cleveland, OH 44115-2214. After receipt and approval of the invoice by University, a voucher for payment shall be processed.

ARTICLE V: CERTIFICATION OF FUNDS

- 5.1 It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or

encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that University gives Contractor written notice that such funds have been made available to University by University's funding source.

ARTICLE VI: TERMINATION OF CONTRACTOR'S SERVICES

- 6.1 University may, at any time prior to the completion of the Work, suspend or terminate this Agreement with or without cause by giving written notice to Contractor.
- 6.2 Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by University, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all Work, including, without limitation, results, conclusions, and any other matters that University requires.
- 6.3 Contractor shall be paid for services rendered up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing Work performed and hours worked. In the event of suspension or termination, any payments made by University for which Contractor has not rendered services shall be refunded.
- 6.4 In the event this Agreement is terminated prior to its completion of the Work, Contractor, shall deliver to University all work products and documents which have been prepared by Contractor in the course of performing the Work. All such materials shall remain University property, to be used in such manner and for such purpose as University may choose.
- 6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against University by reason of such suspension or termination.
- 6.6 Contractor may terminate this Agreement upon 30 days prior written notice to University.

ARTICLE VII: RELATIONSHIP OF PARTIES

- 7.1 Contractor shall be responsible for all Contractor's business expenses, including, but not limited to, all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 7.2 While Contractor shall be required to render services described hereunder for University during the term of this Agreement, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder as an independent contractor, that University shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's performance of services hereunder.

- 7.3 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 7.4 It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of University or the State of Ohio, or as public employees for the purpose of Ohio Public Employees Retirement Systems benefits.

ARTICLE VIII: RECORD KEEPING

- 8.1 During performance of this Agreement and for a period of three years after its completion, Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to University as University may reasonably require.

ARTICLE IX: RELATED AGREEMENTS

- 9.1 All Work is to be performed by Contractor, who may subcontract without University's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit 1, Scope of Work, but that are required for satisfactory completion of the Work. Contractor shall not enter into other subcontracts related to the Work without prior written approval by University. All work subcontracted shall be at Contractor's expense. Contractor shall furnish to University a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.
- 9.2 Contractor shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind University to terms inconsistent with, or at variance from, this Agreement.
- 9.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of University, to perform substantially identical work for the State of Ohio such that the Work duplicates the work called for by the other agreements.

ARTICLE X: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- 10.1 University shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by University shall be subject to copyright by Contractor in the United States or any other country. If Contractor has reason to believe that use of a specified item is subject to patent or copyright protection, Contractor shall immediately notify University.

- 10.2 Contractor agrees that all original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by University. Any requests for distribution received by Contractor shall be promptly referred to University.

ARTICLE XI: CONFIDENTIALITY

- 11.1 Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of University.
- 11.2 **[Include this language (11.2-11.10) in contracts that involve Confidential Personal Information in databases (“systems” per R.C. 1347.01).]** University may disclose to Contractor written material or oral or other information that University treats as confidential, including Confidential Personal Information (“Confidential Information”). Title to the Confidential Information and all related materials and documentation University delivers to Contractor will remain with University. Contractor must treat such Confidential Information as secret, if it is so marked or otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors, potential contractors, or individuals or organizations about whom University keeps information. By way of example, information must be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of University, such as personnel records, tax records, and other information considered Confidential Information, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records excluded by Ohio law from public records disclosure requirements.
- 11.3 Contractor acknowledges that the Confidential Information as defined herein includes proprietary information, trade secret information and “Personal information” as described in R.C. 1347.01(E). R. C. 1347.01(E) provides: “Personal Information means any information that describes anything about a person, or that indicates actions done by or to a person, or that indicates that a person possesses certain personal characteristics, and that contains, and can be retrieved from a system by, a name, identifying number, symbol, or other identifier assigned to a person.”
- 11.4 Contractor may not disclose any Confidential Information to third parties and must use Confidential Information solely to perform the Work. Contractor must restrict circulation of Confidential Information within its organization and then only to people in Contractor’s organization that have a need to know the Confidential Information to perform the Work. Contractor shall be solely liable for the disclosure of such information, whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below. Without limiting the generality of the foregoing, if Contractor

experiences any breach of data security that exposes the Confidential Information to disclosure or unauthorized use, Contractor agrees to bear all costs to notify every individual whose Confidential Information may have been compromised and in cases where Contractor experiences that breach of data, Contractor agrees that it shall also hold University harmless from any claim arising from or related to such breach, subject to the limits of liability set forth in this Agreement.

- 11.5 Contractor may be liable for any unintentional disclosure of Confidential Information that results despite Contractor's exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when Contractor's procedures are not reasonable given the nature of the Confidential Information.
- 11.6 Contractor will not incorporate any portion of any Confidential Information into any work or product, and will have no proprietary interest in any of the Confidential Information. Furthermore, Contractor must cause all of its personnel who have access to any Confidential Information to execute an agreement including containing terms substantially similar to those attached hereto as Exhibit 3.
- 11.7 Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where the information: (1) was already in Contractor's possession before disclosure by University, and the information was received by Contractor without obligation of confidence; (2) is independently developed by Contractor; (3) is or becomes publicly available without breach of this Agreement; (4) is rightfully received by Contractor from a third party without an obligation of confidence; (5) is disclosed by Contractor with the written consent of University; (6) is released in accordance with a valid order of a court or governmental agency, provided that Contractor (a) notifies University of such order promptly, but in no event more than two (2) business days following receipt of the order and (b) allows University to make an effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production; or (7) is limited to Residual Information. "Residual Information" means ideas, concepts, and know-how retained in the unaided memories of employees. Contractor must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Agreement.
- 11.8 Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but Contractor first must obligate the subcontractors to the requirements of this section.
- 11.9 Contractor must notify University in writing as soon as Contractor learns that Contractor or its subcontractors or agents have disclosed any of University's Confidential Information in a manner that is inconsistent with the requirements of this section.
- 11.10 Contractor may use Confidential Information only as necessary for Contractor's performance under or pursuant to rights granted in this Agreement and for no other purpose. Contractor's limited right to use Confidential Information expires upon

expiration or termination of this Agreement for any reason. Contractor's obligations of confidentiality and non-disclosure survive termination for any reason or expiration of this Agreement.

ARTICLE XII: LIABILITY

- 12.1 Contractor agrees to indemnify and to hold University, its trustees, officers, employees and agents and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
- 12.2 Contractor shall bear all costs associated with defending University and the State of Ohio against any claims.
- 12.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- 12.4 *[Contractor shall purchase and maintain liability insurance pursuant to Exhibit 2, attached hereto and incorporated herein. If liability insurance is to be carried by Contractor, attach and initial Exhibit 2. Check with University's Risk Manager to determine if insurance is required.]*

ARTICLE XIII: CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- 13.1 Compliance with laws. Contractor, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances and University Policies and procedures.
- 13.2 Drug Free Workplace. Contractor agrees to 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 none of its employees or permitted subcontractors engaged in the Work purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- 13.3 Nondiscrimination of Employment. Pursuant to R.C. 125.111 and University's policy, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the Work. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the

performance of the Work on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

- 13.4 Affirmative Action Program. Contractor (if not an individual) represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to R.C. 125.111(B) and shall file a description of the affirmative action program and a progress report on its implementation with the University's Affirmative Action Office.
- 13.5 Conflicts of Interest. No personnel of Contractor who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any of the Work shall, prior to the completion of the Work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the Work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to University in writing. Thereafter, he or she shall not participate in any action affecting the Work, unless University shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- 13.6 Ethics Compliance. Contractor represents warrants and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.
- 13.7 Qualifications to do Business. Contractor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this Agreement Contractor, for any reason, becomes disqualified from conducting business in the State of Ohio, Contractor will immediately notify University in writing and will immediately cease performance of the Work.
- 13.8 Campaign Contributions. Contractor hereby certifies that all neither Contractor nor any of Contractor's partners, officers, directors or shareholders, nor the spouse of any such person, has made contributions to University in excess of the limitations specified in R.C. 3517.13.
- 13.9 Findings for Recovery. Contractor warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24. If this warranty is found to be false, this Agreement is void *ab initio* and Contractor shall immediately repay to University any funds paid under this Agreement.

- 13.10 Debarment. Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to or R.C. 125.25.
- 13.11 Ohio Retirement System Retirant. If Contractor is a PERS retirant, as such term is defined by R.C. 145.38, Contractor shall notify University of such status in writing prior to the commencement of Work. Notices pursuant to this Paragraph 13.11 shall be sent to Cleveland State University, _____ by mail at 2121 Euclid Avenue, AC __, Cleveland, Ohio 44115, by fax at (216) 687--____, or by email at _____ . University shall not be responsible for any changes to Contractor's retirement benefits that may result from entering into this Agreement.

ARTICLE XIV: MISCELLANEOUS

- 14.1 Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.
- 14.2 A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- 14.3 Survival. The provisions of Articles IV, VI, VIII, X, XI, XII, XIII (13.10) hereof shall survive the termination or expiration of this Agreement.
- 14.4 Successors and Assigns. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Contractor, without the prior written consent of University.
- 14.5 Notices. All notices, consents, and communications hereunder shall be given in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.
- 14.6 Conflict. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

- 14.7 Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 14.8 Severability. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- 14.9 Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- 14.10 Execution. This Agreement is not binding upon University unless executed in full and is effective as of the last date of signature by University.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

CLEVELAND STATE UNIVERSITY

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1
SCOPE OF WORK

[To be attached. This Exhibit should include only the scope of work and should not include additional terms and conditions.]

**EXHIBIT 2
INSURANCE REQUIREMENTS**

In conjunction herewith, Contractor agrees, at its own cost, to procure and continue in force at all times that this contract is in effect, in its name, general liability insurance against any and all claims for injuries to persons or damage to property occurring or arising out of Contractor's obligations set forth herein. Such insurance shall at all times be in an amount not less than One Million Dollars (\$1,000,000.00) on account of bodily injury to or death of one (1) person, and Two Million Dollars (\$2,000,000.00) on account of bodily injuries or death of more than one person as a result of any one accident or disaster, and Two Hundred Fifty Thousand Dollars (\$250,000) for property damage in any one accident. Such insurance shall be written by a company or companies authorized to engage in the business of general liability insurance in the State of Ohio with an A.M. Best rating of at least "A" or be otherwise approved in writing by University. A certificate reflecting the continuing coverage of all such policies procured by Contractor in compliance herewith shall be delivered to University at least thirty (30) days prior to the time such insurance is required to be carried by Contractor, and thereafter at least thirty (30) days prior to the expiration of any policies. Such insurance shall name University as an additional insured. Such policies shall bear an endorsement stating that the insurer agrees to notify University not less than thirty (30) days in advance of any proposed modification or cancellation of any such policy.

_____ (initials)

University

_____ (initials)

Contractor

EXHIBIT 3
Agreement for Protection of Confidential Information

[Use this Exhibit if contract involves Confidential Personal Information. Fill in Consultant information in signature block.]

“Confidential Information” means any and all tangible or intangible information, documents, prototypes, samples, products, services, methodologies, research, technical knowledge, marketing plans, trade secrets, and proprietary materials disclosed previously or in the future by Consultant or its clients to you, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, any information: (i) that has been marked as proprietary or confidential; (ii) whose confidential nature has been made known by Consultant; (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential. Confidential Information may also include information disclosed to a Consultant by third parties; or (iv) Personal Information, as defined in Ohio Rev. Code 1347.01(E), in any form which is any information that describes anything about a person, or that indicates actions done by or to a person, or that indicates that a person possesses certain personal characteristics, and that contains, and can be retrieved from a system by, a name, identifying number, symbol, or other identifier assigned to a person. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by Consultant; (ii) becomes publicly known and made generally available after disclosure by Consultant to the you through no action or inaction of you; (iii) is already in your possession at the time of disclosure by Consultant as shown by your files and records immediately prior to the time of disclosure; (iv) is obtained by you from a third party without a breach of such third party’s obligations of confidentiality; or (v) is required by law to be disclosed by you, provided that you give Consultant prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure, in which case such information shall remain Confidential Information.

Non-use and Non-disclosure. You agree not to use any Confidential Information of Consultant or its clients for any purpose except to provide services to Consultant and its clients. You agree not to disclose any Confidential Information to third parties.

Maintenance of Confidentiality. You agree to take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information.

By: _____

Name: _____

Title: _____

Date: _____