

INSTRUCTIONS FOR COMPLETING THE PROFESSIONAL SERVICES AGREEMENT

(v. 10.17.2025)

Please complete and send the professional services agreement along with a legal review form in Adobesign (be reminded that you may need to include add'l forms including a new vendor form, OPERS form or W-9).

- The legal review form should have all signatures prior to routing to Office of General Counsel (*the routing to Office of General Counsel should include Elizabeth Nash at Enash@centralstate.edu as "signer" on the legal review form*).
- When you receive the signed legal review form in Adobesign, you are welcome to send to either CIO or President for signature on behalf of the university.

Following are the areas that will need additional information:

1. You should enter the vendor's name in all caps in the title.
2. In the first paragraph, you should add the Vendor's name and address.
3. In Item III(B), you should add the end date of the service. This should coincide with the State of Ohio's biennium budget (it should end June 30 and be renewed through the term end date).
4. In Item IV(A), you should add a total dollar amount, not to exceed the full amount of the contract.
5. In Item IV(B), you should add either an hourly rate or monthly payment and the name of the person responsible for approving invoices.
6. Item IV(C) regarding travel expenses should be added, if applicable.
7. In Item IV(D), you should add an email address in which invoices should be sent.
8. In Item VII(E), you should add an email address in which "notices" regarding the agreement should be sent.
9. You should add vendor's name in the signature block.
10. The Scope of Work should be included as Exhibit 1.

The scope of work should include the following: Name; start/end dates of service; services to be performed; supervisor who vendor reports to, if applicable; tax ID (either SSN or FEIN); and CSU funding source (required).

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CENTRAL STATE UNIVERSITY
AND**

THIS AGREEMENT (this “**Agreement**”) is between Central State University (hereinafter “**University**”), 1400 Brush Row Road, Wilberforce, Ohio 45384, and [REDACTED] (hereinafter “**Vendor**”), [REDACTED].

The parties agree as follows:

I. NATURE OF AGREEMENT

A. Vendor shall be employed as an independent contractor, to fulfill the terms of this Agreement and to act as a Vendor to University. 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.

B. University enters into this Agreement in reliance upon Vendor’s representations that it has the necessary expertise and experience to perform its obligations hereunder, and Vendor warrants that it does possess the necessary expertise and experience.

C. Vendor shall perform the services to be rendered under this Agreement and University shall not hire, supervise, or pay any assistants to Vendor in its performance of services under this Agreement. University shall not be required to provide any training to Vendor to enable it to perform services required hereunder.

II. SCOPE OF WORK

A. Vendor shall perform the services (the “**Work**”) set forth in Exhibit 1, Scope of Work, attached hereto and made a part hereof.

B. In order to facilitate the Work, University shall provide the resources set forth in Exhibit 1, Scope of Work.

III. TIME OF PERFORMANCE

A. The Work shall be commenced on or after the date of an approved purchase order.

B. The Work shall be concluded on or before [REDACTED] [insert end date], and this Agreement shall terminate on the earlier to occur of: (i) the date on which the Work is completed to the satisfaction of University or (ii) the date on which this Agreement is terminated as provided in Article VI, Termination of Vendor’s Services.

C. Notwithstanding the foregoing, as the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall in any event expire no later than **June 30, 2027**. University may renew this Agreement for an additional one-year term on the same terms and conditions by giving written notice prior to expiration.

D. 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.

IV. COMPENSATION

A. University shall pay Vendor no more than \$ [REDACTED] for the Work.

B. The total amount due shall be computed according to the following cost schedule:

1. \$ [REDACTED] /month (or \$ [REDACTED] /hour)

Payment will be made monthly based on invoices that are reviewed and approved by the University [REDACTED] [insert name of person who will approve invoice]. The maximum hours shall not exceed 70 hours per week.

C. Vendor shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of the Work.

D. After Vendor receives a purchase order, Vendor shall submit an invoice for the Work performed consistently with this Article IV, Compensation. Each invoice shall contain an itemization of the Work performed, including dates the Work was performed, total hours worked, 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 Vendor's name and address and shall reference University. After receipt and approval by University of a proper invoice, as determined by University, payment to Vendor will be made promptly. Interest on any late payments as required by Section 126.30 of the Ohio Revised Code will be calculated using the Ohio Budget and Management Payment Calculator found here: <https://obm.ohio.gov/areas-of-interest/financial-support-services/resources/late-payment-calculator>. Unless otherwise directed by University, invoices should be directed via email to: acctspayable@centralstate.edu.

V. CERTIFICATION OF FUNDS

A. 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 and/or University's Board of Trustees, or in the event that grant funds are used, until such time that University gives Vendor written notice that such funds have been made available to University by University's funding source(s).

VI. TERMINATION OF VENDOR'S SERVICES

A. 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 Vendor.

B. In the event that the Work includes divisible services, University may, at any time prior to completion of the Work, by giving written notice to Vendor, suspend or terminate any one or more such portions of the Work.

C. Vendor, 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 Vendor receives notice of notice of suspension or termination, describing the status of all Work, including, without limitation, results, conclusions resulting there from, and any other matters University requires.

D. Vendor shall be paid for services rendered up to the date Vendor received notice of suspension or termination, less any payments previously made, provided Vendor 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 Vendor has not rendered services shall be refunded.

E. In the event this Agreement is terminated prior to completion of the Work, Vendor shall deliver to University all work products and documents which have been prepared by Vendor in the course of performing the Work. All such materials shall become, and remain the property of, University, to be used in such manner and for such purpose as University may choose.

F. Vendor agrees to waive any right to, and shall make no claim for, additional compensation against University by reason of any suspension or termination.

G. Vendor may terminate this Agreement upon sixty (60) days' prior written notice to University.

VII. RELATIONSHIP OF PARTIES

A. Vendor shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service and office space. Vendor will also be responsible for 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.

B. While Vendor 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 Vendor's engagement hereunder as an independent contractor, that University shall have or may exercise any right of control over Vendor with regard to the manner or method of Vendor's performance of services hereunder.

C. 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.

D. It is fully understood and agreed that Vendor is an independent contractor and neither Vendor 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 for the purposes of Ohio Public Employees Retirement Systems Benefits.

E. It is fully understood and agreed that Vendor is an independent contractor and neither Vendor nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the University or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement System benefits. Pursuant to R.C. 145.038, if Vendor is an individual or business entity with fewer than five employees, Vendor shall notify the University not later than thirty days after the work begins via the Non-Member Acknowledgement Form ("PEDACKN")

provided by the Ohio Public Employees Retirement System (“OPERS”), found here: <https://www.opers.org/forms-archive/PEDACKN-Non-Member-Acknowledgment.pdf> . Vendor ‘s failure to complete and submit the PEDACKN to the Vendor within 30 days of the Work beginning shall serve as Vendor’s certification that Vendor is a “business entity” as that term is defined in R.C. 145.037. Notices pursuant to this Paragraph shall be sent to the University by email to: Email:

VIII. RECORD KEEPING

A. During performance of this Agreement and for a period of three (3) years after its completion, Vendor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to University as University may reasonably require.

IX. RELATED AGREEMENTS

A. The Work is to be performed by Vendor, 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 which are required for satisfactory completion of the Work.

1. Vendor shall not enter into subcontracts related to the Work without prior written approval by University. All work subcontracted shall be at Vendor’s expense.

2. Vendor shall furnish to University a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

B. Vendor 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.

C. Vendor 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 or any of its state institutions of higher education such that the Work duplicates the work called for by the other agreements.

X. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

A. University shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Vendor pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Vendor by University shall be subject to copyright by Vendor in the United States or any other country.

B. Vendor 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 Vendor shall be promptly referred to University.

XI. CONFIDENTIALITY

A. Vendor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of University.

B. It is understood by the parties that University is a State University pursuant to R.C. 3345.011, and is subject to the Ohio Public Records Act, O.R.C. 149.43, et seq., and that any record kept by University that is deemed a public record is subject to release if a proper request is made.

XII. LIABILITY

A. Vendor agrees to indemnify and to hold University 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 Vendor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents 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.

B. Vendor shall bear all costs associated with defending University and the State of Ohio against any claims.

C. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

D. In conjunction herewith, Vendor agrees, at its own cost, to procure and continue in force at all times that this Agreement 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 Vendor's obligations set forth herein. Such insurance shall at all times be in an amount not less than Five Hundred Thousand Dollars (\$500,000) on account of bodily injury to or death of one (1) person, and One Million Dollars (\$1,000,000) on account of bodily injuries or death of more than one (1) person as a result of any one (1) accident or disaster, and Two Hundred Fifty Thousand Dollars (\$250,000) for property damage in any one (1) 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. Any insurance policy required hereunder shall include an endorsement naming University and the State of Ohio as additional insureds. Prior to the effective date of this Agreement, Vendor shall provide University with (i) a copy of such endorsement and (ii) a certificate reflecting the coverage of the policy, each in a form acceptable to University in its sole discretion. Vendor shall provide written notice to University no less than thirty (30) days prior to a cancellation, non-renewal, expiration or material alteration of the coverage contained in any policy required hereunder, and shall provide to University evidence of continuing coverage of any required policy no less than thirty (30) days prior to its expiration.

XIII. ANTITRUST ASSIGNMENT

A. Vendor assigns to University all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

XIV. VENDOR'S REPRESENTATIONS AND WARRANTIES

A. COMPLIANCE WITH LAWS. Vendor, 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.

B. DRUG FREE WORKPLACE. Vendor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces 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.

C. NONDISCRIMINATION OF EMPLOYMENT. Vendor agrees that Vendor, any subcontractor, and any person acting on behalf of Vendor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, 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. Vendor further agrees that Vendor, any subcontractor, and any person acting on behalf of Vendor 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, age, disability, military status, national origin, or ancestry.

D. CONFLICTS OF INTEREST. No personnel of Vendor 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.

E. ETHICS COMPLIANCE. Vendor 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. Vendor further represents, warrants, and certifies that neither Vendor nor any of its employees will do any act that is inconsistent with such laws.

F. QUALIFICATIONS TO DO BUSINESS. Vendor 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 Vendor, for any reason, becomes disqualified from conducting business in the State of Ohio, Vendor will immediately notify University in writing and will immediately cease performance of the Work.

G. CAMPAIGN CONTRIBUTIONS. Vendor hereby certifies that neither Vendor nor any of Vendor's partners, officers, directors or shareholders, nor the spouse of any such person, has made contributions in excess of the limitations specified in R.C. 3517.13.

H. FINDINGS FOR RECOVERY. Vendor warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24.

I. DEBARMENT. Vendor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25.

J. CONFIDENTIALITY OF EDUCATIONAL RECORDS. Vendor understands that it may, pursuant to this Agreement, generate or otherwise be in possession of confidential education records regarding University's students, and that these records are protected by federal law including, inter alia, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C.A. 1232g. Vendor further understands that it may not share or disclose these education records with any party other than University, without both University's and the relevant student's consent.

OHIO SERVICES AND OFFSHORE SERVICES. Vendor affirms to have read and understands Executive Orders 2019-12D and 2022-02D and shall abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, the University reserves the right to recover any funds paid for services the Agreement performs outside of the United States for which it did not receive a waiver and for purchases or investments in a Russian institution or company in violation of the Executive Order. The University does not waive any other rights and remedies provided the University in this Vendor. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective. The Vendor must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Vendor understands and will meet the requirements of the above prohibition. https://dam.assets.ohio.gov/image/upload/procure.ohio.gov/pdf/EO2022-02D/04-Affirmation%20and%20Disclosure%20Form_3-4-22.pdf. During the performance of this Agreement, if the Vendor changes the location(s) disclosed on the Affirmation and Disclosure Form, Vendor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

K. REPAYMENT. If the representations and warranties in Paragraphs H or I of this Article XIV are found to be false, this Agreement is void ab initio and Vendor shall immediately repay to University any funds paid under this Agreement.

L. BOYCOTTING. Pursuant to R.C. 9.76(B), Vendor warrants that Vendor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

XV. MISCELLANEOUS

A. 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. Vendor consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

B. WAIVER. 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.

C. SURVIVAL. The provisions of Articles IV, VI, VIII, X, XI, XII, XIII and XIV(L) and (O) hereof shall survive the termination or expiration of this Agreement.

D. SUCCESSORS AND ASSIGNS. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Vendor, without the prior written consent of University.

E. NOTICES. Except to the extent expressly provided otherwise herein, all notices, consents and communications required hereunder (each, a "Notice") shall be 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.

F. 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.

G. 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.

H. 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.

I. ENTIRE AGREEMENT AND AMENDMENTS. 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 a written amendment and duly executed by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

J. EXECUTION. This Agreement is not binding upon University unless executed in full, and is effective as of the last date of signature by University.

K. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

L. FACSIMILE SIGNATURES. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.



Vendor's Name

Signature: _____

Name: _____

Title: _____

Date: _____

CENTRAL STATE UNIVERSITY

Signature: _____

Name: _____

Title: _____

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.]

Vendor Name: _____

Start Date: _____ End Date: _____

Supervisor: _____

Tax ID/SSN#: _____

Vendor ID#: _____

CSU Funding Source Org: _____ Fund: _____ Account: _____

Job Description: