

JOHNS HOPKINS UNIVERSITY
SHORT FORM INDEPENDENT CONTRACTOR AGREEMENT

(For use when the total cost of services less than \$5,000 and is made in a single payment)

**This form should be electronically attached to the Online Payment Request
or faxed to 443-287-9357 (include the document number)**

http://ssc.jhmi.edu/accountspayable/DataFiles/attaching_backup.pdf

For new vendor setups, fax to 443-997-5322 along with a completed and signed W-9 and New Vendor Add Form.

These forms are available at <http://ssc.jhmi.edu/accountspayable/forms.html>

PART I DEPARTMENTAL CERTIFICATION - Department is to complete this section. Attach additional paperwork if necessary.

PART II – Terms and Conditions

1. Name of Contractor: _____
2. Address (Home address is required. If mailing address is different, please note.): _____
3. Describe the nature of service or scope of duties to be performed and how services will be provided. _____
4. Briefly describe the selection criteria used for this Contractor (e.g., education, training). _____
5. Do you contemplate continuing or recurring work with this Contractor? Yes No
6. Has the Contractor provided this or similar service to Department within the last 12 months? Yes No
7. Will a JHU employee determine the specific hours to be worked, the way services will be performed, or otherwise supervise or direct the work of the Contractor? Yes No
 - a. If Yes, please describe _____
8. Will the services be performed at a JHU location? Yes No
 - a. Who will determine the hours the services will be performed? JHU Contractor
9. Will Contractor receive any training, guidance, or assistance, other than audio or video presentation aids, or be provided with equipment, tools or supplies? Yes No
10. If assistance is needed to perform the services
 - a. Will the assistance be performed by a JHU employee or employees? Yes No
 - b. Will the Contractor hire his/her own help? Yes No
11. Is the recommended Contractor a current or former employee of JHU? Yes No
If **YES**, please describe / provide:
 - a. Which is the Contractor, current or former employee of Hopkins? Current Former
 - b. What is the time period of when this individual was/is employed for Hopkins? _____
 - c. Provide a RESUME which will describe what was/is their title and what job responsibilities did / do they perform. _____
 - d. Is this individual a current JHU student? Yes No
12. Is the Contractor related to any Johns Hopkins employee who has controlling interest in or relationship to the performance of these services? Yes No
13. Is the Contractor actively engaged in providing these or similar services to other organizations? Yes No
If **YES**, who are clients? _____
14. U.S. Citizen Yes No Visa Type:(For non-resident aliens only) IRS FORM 8233 attached? Yes No
15. Anticipated duration and costs of proposed professional services activity:
 - a. Dates or Period of Performance: _____ through _____
 - b. Fee for Services: \$ _____ per _____ (lump sum, day, hour, etc.) TOTAL: \$ _____
 - c. Other expenses (hotel, travel, meals, etc.) TOTAL: \$ _____Total fee for services and expenses (less than \$5,000) TOTAL: \$ _____

Certified by JHU Department Head or Designee: _____

Name and Title: _____

Date: _____

PART II. TERMS AND CONDITIONS

This Agreement is by and between Johns Hopkins University, hereinafter referred to as JHU, and Independent Contractor, hereinafter referred to as Contractor. Any other applicable terms and conditions not at variance with those below may be attached as an addendum and must be signed by both the Contractor and an authorized JHHS official.

1. The term of this Agreement shall be noted herein.
2. In performing services and accepting payment under this Agreement, Contractor is deemed an Independent Contractor and shall not act as nor be considered an agent of JHU. There shall be no:
 - a. Withholding of any state or federal taxes or assessment by JHU; however, based on the services provided under this Agreement, an IRS Form 1099 shall be issued in Contractor's name for total payments made, including expenses.
 - b. Participation in or contribution to any group insurance plans, retirement plans, or any other benefits which may be available to JHU employees.
 - c. Accumulation of vacation time or sick leave, or compensation for holidays occurring during the term of this agreement.
 - d. Workers' Compensation, Temporary Disability, or Unemployment Compensation coverage.
3. Contractor shall observe and abide by all applicable laws and regulations, including, but not limited to, those of JHU relative to conduct on its premises. Contractor certifies that s/he is not presently debarred suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
4. Except as specifically authorized in writing by JHU, information and other data developed or acquired by or furnished to Contractor in the performance of this Agreement shall be used only in connection with services provided to JHU and shall be the exclusive property of JHU.
5. Contractor shall notify JHU promptly of any expected delay in performance of services. However, Contractor shall not be liable for delays in performance beyond its reasonable control.
6. Assurances of Confidentiality and Safeguarding: In accordance with the Gramm-Leach-Bliley Act and the Family Education Rights and Privacy Act, Contractor assures that it is capable of maintaining appropriate safe guards for non-public personal financial information, student education records, and other protected information ("Information") to which Contractor may be provided access to or gathering on behalf of JHU. Information shall be held in the strictest confidence and may only be used/accessed for the purposes set out in the agreement. Contractor will protect the Information in accordance with generally accepted commercial standards and no less rigorously than it protects its own confidential information. Contractor shall not release any Information obtained/accessed to any third party. Upon termination of this agreement, Contractor shall return to JHU all Information in its possession and Contractor shall not maintain any originals or copies of the Information, in any format or media. Any breach by Contractor of these obligations shall be cause for immediate termination of this Agreement. Contractor shall immediately notify JHU of any breach of its obligations of confidentiality. Contractor agrees that any breach of its obligations of confidentiality will cause immediate and irreparable injury and that JHU shall be entitled to obtain injunctive relief in addition to any other remedies available at law.
7. Either JHU or Contractor may terminate performance under this Agreement at any time by notifying the other party in writing at least ten (10) days in advance of the effective date of the termination specified in such notice.
8. JHU will not agree to any changes in the terms and conditions of this Agreement unless such changes have been approved in writing by its director, or associate director, of Purchasing Services. Changes in the scope of services, and terms of payment shall be negotiated as appropriate. No additional payment for extras shall be made unless performed pursuant to a written amendment to this Agreement.
9. Payment shall be made within thirty (30) days of the termination date herein stated or as otherwise specified in an addendum to this Agreement.
10. Contractor agrees to indemnify and hold harmless JHU from any claim, damage, liability, injury, expense or loss arising out of Contractor's performance under this Agreement which is not directly caused by the gross negligence of JHU, its employees or agents.
11. Contractor agrees that no public or private announcements, media releases, press conferences, advertising or similar publicity in any form relating to JHU's name, image, or logo (or any variation or combination of such name, image, or logo), as well as the name or image of any JHU employee, student, or patient shall be made without the prior written consent of JHU, which consent may be withheld in JHU's sole and absolute discretion.
12. This Agreement shall be governed and controlled by Maryland law without regard to its conflict of law principles. The Parties agree that jurisdiction and venue for any dispute arising under this Agreement shall be exclusive in the state or federal courts located within the State of Maryland. Each Party voluntarily waives its right to trial by jury. This agreement shall not be assigned by Contractor.

Signed: _____
JOHNS HOPKINS UNIVERSITY

Signed: _____
CONTRACTOR

Title: _____

Title: _____

Date: _____

Date: _____