

JOHNS HOPKINS UNIVERSITY INDEPENDENT CONTRACTOR AGREEMENT SHORT FORM

Use for Contractors receiving **NO MORE than \$5,000** in **CUMULATIVE** payments from Johns Hopkins Enterprises (Institution-wide) in a calendar year.

Existing Vendor Payment: This form should be electronically attached ALONG with the Vendor's invoice & any additional backup documentation when processing your online payment/check request. IF you're having difficulty attaching your supporting documentation to your online payment/check request, FAX 443-287-9357 and **INCLUDE** your SAP Document # on ALL paperwork.

NEW Vendor setup: Provide this completed and signed ICA Short Form ALONG with the Vendor Data Entry Form and the Vendor's W9 or W8 Form. Also (IF applicable) additionally provide the Banking Form and acceptable verification. Banking is REQUIRED for Foreign Vendors and is optional for USA Vendors. Submit ALL REQUIRED paperwork at the same time to APVendorMaster@jhmi.edu or FAX 410-367-2447. Additional AP forms are available on AP's Shared Services Website: <http://ssc.jhmi.edu/accountspayable/forms.html>

PART I. DEPARTMENTAL CERTIFICATION - Department is to complete this section. Attach additional paperwork if necessary. Contractor and authorized officer sign PART II. TERMS AND CONDITIONS.

1. Name of Contractor: _____ SSN or EIN: _____

2. Address (Home address is required. IF mailing/remittance 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. Is there a possibility for continuing or recurring work with this Contractor? YES NO

6. Has the Contractor provided services to ANY JHU Department (Institution-wide) within the last 12 months? YES NO
If YES, provide the Department, Department Contact along with a brief description of their IC services.

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
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? _____ through _____

c.) Provide a current 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 the above time period (TOTAL lump sum REQUIRED) TOTAL: \$ _____

c.) Other expenses (hotel, travel, meals, etc.) TOTAL: \$ _____

Total fee for services and expenses (less than \$5,000)

TOTAL: \$ _____

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 conduction 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. 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.
12. Contractor has read and agrees the answers to the questions in Part I. DEPARTMENTAL CERTIFICATION are true to the best of his/her knowledge.

Certified by JHU Department Head or Designee Signature: _____

Name and Title: _____ **Date:** _____

Contractor Signature: _____

Name and Title: _____ **Date:** _____