

**International Independent Contractor Agreement  
Johns Hopkins University**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (Independent Contractor), and Johns Hopkins University (University), a Maryland Corporation whose principal place of business is 3400 N. Charles Street, Baltimore, Maryland, 21218. In consideration of the mutual promises contained herein, the parties agree as follows:

The Complete Name of Independent Contractor is:

\_\_\_\_\_.

Independent Contractor's principal place of business is located at:

\_\_\_\_\_  
\_\_\_\_\_

**Tax Status:** (complete only one section)

**Individuals**

Individual Name(First, middle initial, last) \_\_\_\_\_

Social Security Number (SSN) \_\_\_\_\_

Country of Nationality: \_\_\_\_\_

Country of Residence: \_\_\_\_\_

**Sole Proprietor**

Business Owner's Name: (REQUIRED) \_\_\_\_\_

Business Owner's SSN \_\_\_\_\_

Business or Trade Name: (OPTIONAL) \_\_\_\_\_

Employer ID Number \_\_\_\_\_

**Partnership**

Name of Partnership: \_\_\_\_\_

Partnership's Employer Identification Number \_\_\_\_ - \_\_\_\_\_

Partnership's Name on IRS records (see IRS mailing label) \_\_\_\_\_

**Corporation**

Name of Corporation or Entity: (a corporation's legal name that is on the articles of incorporation or other entity) \_\_\_\_\_

Employer Identification Number \_\_\_\_ - \_\_\_\_\_

Are you incorporated? Yes \_\_\_\_ No \_\_\_\_

Date of Incorporation: \_\_\_\_\_

Names of Officers: President \_\_\_\_\_ Vice President \_\_\_\_\_

Secretary \_\_\_\_\_ Treasurer \_\_\_\_\_

Permanent Business/Home address:

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_

Zip/Post-Code: \_\_\_\_\_ Country: \_\_\_\_\_

**Scope of Work.** The Independent Contractor will consult with and advise the University on matters and/or perform services relating to \_\_\_\_\_

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The consultation and/or services will produce the following results (Deliverables):

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**Ownership of Deliverables.** All computer software, patentable inventions, and any other Deliverables to be produced by Contractor shall be a “work made for hire” as that term is defined for copyright and other purposes, and shall be and become the property of the University which shall have all and exclusive rights to same. Contractor hereby assigns all rights to Deliverables to the University. To the extent necessary, Contractor agrees to execute any additional documents necessary to transfer copyright, patent rights, ownership of, and all other rights in Deliverables produced by Independent Contractor.

**Place of Work.** The Independent Contractor shall perform the work described hereunder from a place of business located at \_\_\_\_\_

\_\_\_\_\_ or another place designated by the University. Upon reasonable notice, Independent Contractor shall meet with representatives of the University, either at the University’s campus or other designated location.

**Time Devoted to Work.** In the performance of the Services, the amount of time devoted by the Independent Contractor on any given day will be entirely within the Independent Contractor’s control, and the University will rely on the Independent Contractor to put in such number of hours as are necessary to fulfill the requirements of this Agreement.

**Payment.** The University will pay the Independent Contractor the sum of \$ \_\_\_\_\_, in installments [or lump sum] as follows: \_\_\_\_\_.

**Term.** The term of this Agreement shall commence on the date it is executed by the last to sign and shall continue through \_\_\_\_\_, 20\_\_\_\_. Either party may terminate this Agreement for failure of the other to comply with the terms and conditions of this Agreement. In addition, the University may terminate at any time on 30 days written notice. If terminated at the will of the University, the University will pay for all services satisfactorily performed up to the termination date. Upon the expiration of the term hereof or earlier termination of this Agreement, Independent Contractor shall deliver to the University all completed work to date and any records or other property belonging to the University.

**Assignment.** The Independent Contractor shall not assign, subcontract or transfer all or any portion this Agreement or any of its obligations hereunder without the express, prior written permission of the University.

**Status of the Independent Contractor.** The University and Independent Contractor intend that the relationship between them shall be that of client and independent contractor. No agent, or employee of Independent Contractor shall be or shall be deemed to be an employee or agent of the University. The University is interested only in the results obtained under this Agreement consistent with paragraph 10 below. The manner and means of conducting the work are under the sole control of the Independent Contractor. None of the benefits provided by the University to its employees, including, but not limited to, Worker 's compensation insurance and unemployment insurance, is available from the University to the Independent Contractor, or the employees, or agents of Independent Contractor. Independent Contractor will be solely and entirely responsible for his acts and for the acts of his agents, employees and subcontractors during the performance of this Agreement. The work performed under this Agreement will be performed entirely at the Independent Contractor's risk. The Independent Contractor agrees to indemnify the University for any and all liability or loss arising in any way out of the performance of this Agreement.

**University's Right to Inspect.** Although Independent Contractor has the authority to control and direct the performance of the details of the work, the work contemplated herein must meet the University's standards and approval and shall be subject to the University's general right of inspection to secure the satisfactory completion thereof. Independent Contractor agrees to comply with all federal, state, and local laws, rules and regulations that are now or hereafter applicable to the Independent Contractor or Independent Contractor's business. The University will designate a representative who shall be authorized to act for the University in all matters related to Independent Contractor's performance of the Services.

**Disclose.** Individuals signing this Agreement have disclosed any conflict of interest relationships that may exist between the parties and the disclosure is attached.

**Debarment.** Independent 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. (If debarred, suspended, proposed for debarment, please check here . Payment from federal funds is prohibited in such cases.)

**Warranty.** The Independent Contractor warrants that its performance of this Contract does not violate any applicable law, rules or regulation. The Independent Contractor further warrants that s/he shall perform this Contract in a timely and professional manner with necessary skill and diligence and that the services provided herein meet or exceed the prevailing practices and standards of the trade from which the services are provided. To the extent that the University is held financially responsible for any deficiencies in the

services performed by the Independent Contractor, s/he agrees to cure such deficiencies at the sole cost to the Independent contractor.

**Nondiscrimination.** The Independent Contractor warrants that during its performance of this Agreement, Independent Contractor, or any of its employees, agents, or subcontractors, will not violate any of the discrimination laws of the United States, including, but not limited to, on the basis of age, sex, sexual orientation, race, color, religious belief, national origin, marital status, status as a qualified individual with a disability or handicap or as a disabled veteran.

**Foreign Corrupt Practices Act.** Independent Contractor represents and warrants to the University that it is aware of the requirements of the United States Foreign Corrupt Practices Act (the "FCPA") and will not take any action that could violate the FCPA or expose the University to liability under the FCPA. Specifically, Independent Contractor represents and warrants that, in connection with this Agreement, Independent Contractor and its owners, officers, directors, employees, representatives or agents have not provided and will not provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or any thing of value to any government official (or any agent, employee or family member thereof), any political party or candidate for political office, or any third party, for the purpose of influencing or inducing any act, omission or decision of such government official or candidate, or of the government to obtain or retain business, or direct business to any person, or to secure any improper advantage.

**Force Majeure.** The University and the Independent Contractor shall be mutually relieved from any liability as a result of the onset of a force majeure condition. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

**Restricted Countries.** The Independent Contractor may not charge under this Agreement any item which has a source/origin from any restricted countries, as designated by the US State Department. Restricted countries currently include, but are not necessarily limited to Cuba, Iran, Libya, North Korea, and Syria.

**US Executive Order Prohibition.** The Independent Contractor is notified that U.S. Executive Orders and statutory law prohibit transactions with, and the provision of resources, and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Independent contractor to ensure compliance with these Executive Orders and laws. In addition to relying on locally available resources, the Independent contractor may use resources available on the internet to review established

lists published by the US Government. These are located at: <http://www.treasury.gov/offices/enforcement/ofac/index>. Hiring individuals or contracting with organizations on this list is strictly prohibited under the terms of this Contract.

**General.** This Agreement shall be interpreted in accordance with the laws of the State of Maryland. This Agreement constitutes the entire agreement of the parties with respect to the matters addressed herein and no modifications of this Agreement shall be enforceable unless in writing signed by both the University and Independent Contractor. All references to the masculine gender herein shall be applicable equally to the feminine and neuter genders and all references in the singular shall apply in the plural.

In witness whereof, the University and the Independent Contractor have hereby caused this Agreement to be executed.

**The Johns Hopkins University**

**Independent Contractor**

By: \_\_\_\_\_  
Name: Paul N. Beyer  
Title: Director of Purchasing  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

**Department Administrator**

By: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_