**AGREEMENT**

**between**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**and**

**The Ohio State University**

**THIS AGREEMENT** (“Agreement”)is made, entered into, and effective as of September 13, 2018 (“Effective Date”), by and between the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Client”) whose principal address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and THE OHIO STATE UNIVERSITY (“OSU”), on behalf of its \_\_\_\_\_\_\_\_\_\_\_\_\_, with a principal address of 33 W. 11th Avenue, Columbus, OH 43201 (collectively, “Parties”).

**WHEREAS**,Client wishes to engage OSU to provide the training services described herein and OSU agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement; and

**WHEREAS**, OSU has expertise in performing the training services described herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, Client hereby retains the services of OSU and OSU agrees to perform the training services for Client on the terms and conditions hereinafter set forth (the “Work”).

1) SCOPE OF THE WORK. The Work under this Agreement shall consist of OSU performing:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2) COMPENSATION. Client shall compensate OSU for the Work in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_.00). OSU shall send Client an invoice for this amount following the performance of the work, which Client shall pay within thirty (30) days of receipt. This amount is inclusive of all expenses including materials and travel.

3) INDEPENDENT CONTRACTOR. OSU shall be an independent contractor of Client. This Agreement shall not be construed to create a partnership or joint venture agreement, nor shall either Party be considered an employee or agent of the other. Neither Party shall have the power or authority to bind the other Party in a transaction with a third party.

4) OWNERSHIP OF WORK PRODUCT. OSU shall retain all title copyright, trade secrets, patents, trademarks, and other proprietary rights in the Work provided (including but not limited to the training session presented and all written materials presented in conjunction with the training session), as well as in the names, logos, and marks associated with that Work. Except for the license expressly granted for use within this program, to program participants for their individual reference following this program, to Client, and to use for Client’s marketing efforts to promote the training, Client shall have no interest in these materials.

Any materials provided by OSU to the Client may not be reproduced, duplicated, copies, sold, resold, or otherwise used for any commercial purpose without the prior, written consent of OSU.

5) USE OF NAMES, LOGOS, and marks. Neither Party shall use the other’s name, logos, or other trademarks without the prior, written consent of the other Party, which shall be within the sole discretion of the Party at issue.

6) APPLICABLE LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, regardless of the principles of conflicts of laws. All disputes arising in connection with this Agreement shall be exclusively resolved in the Ohio Court of Claims or, if not possible, in the appropriate courts of the State of Ohio located in Franklin County, and the United States District Court for the Southern District of Ohio.

7) LIMITATION OF LIABILITY; NO WARRANTIES. Ohio State shall not be liable to Client for any damage arising from any event that is out of the control of Ohio State or is not caused by Ohio State. Ohio State shall not be liable to Client for direct, indirect, special, incidental, exemplary, consequential, or any other form of money damages, including, but not limited to, lost profits, arising out of or in connection services performed hereunder, whether based in contract, tort, or any other legal theory, and whether or not Ohio State has been made aware of the possibility of those damages. OTHER THAN AS EXPLICITLY SET FORTH HEREIN, OHIO STATE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

8) ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. No additional terms may be added and the Agreement may not be changed except by written instrument executed by both the parties.

9) SEVERABILITY. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement effective as of the date first set forth above.

 **CLIENT THE OHIO STATE UNIVERSITY**

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 Michael Papadakis

 Interim SVP, Business & Finance, and CFO