



**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement is made by and between The Ohio State University (Licensor), \_\_\_\_\_, a Licensee of The Ohio State University (Licensee), and \_\_\_\_\_, the Licensee's independent contractor (Contractor), who proposes to create artwork derived from or in connection with the Licensed Marks of the Licensor or to otherwise use said Licensed Marks in the work performed for the Licensee on the proposed Licensed Product.

The Contractor agrees that unless otherwise authorized in writing by Licensor, its use of the Licensed Marks is limited in scope and time to the terms of the License Agreement between the Licensor and its Licensee identified herein. Any work of the Contractor involving the Licensed Marks, unless otherwise authorized in writing by the Licensor, is to be performed solely and exclusively for and delivered directly to said Licensee.

The Contractor agrees, as part of the consideration for its being able to perform such work for the Licensee, that any artwork created is a derivative work of the Licensor's Licensed Marks, and that the Licensor solely shall own for all purposes the artwork and all intellectual property rights in it. To that end, the Contractor agrees to, and does, assign to the Licensor all right, title and interest in the artwork and in all intellectual property rights in it, and agrees that the Licensor may register the artwork in the U.S. Copyright Office and/or the U.S. Patent and Trademark Office in the name of The Ohio State University.

The Contractor agrees never to assert any right in any such copyright or trademark registered or assigned to the Licensor. The Contractor further waives, to the maximum extent permitted by law, any moral rights, including the rights of integrity and paternity, that exist now or that may be created in the future with regard to the artwork.

The Contractor agrees that i) when it ceases to produce the Licensed Products for the Licensee or ii) when Contractor is notified by the Licensor that the Licensee is no longer licensed to use the Licensed Marks, the Contractor will either deliver to or place to the order of the Licensor any molds, plates engravings or other equipment or devices used to reproduce the Licensed Marks which are the property of the Licensor or, if the Licensor so elects, shall destroy the same and supply the Licensor with evidence satisfactory to the Licensor of such destruction.

The Contractor agrees that it will abide by the Code of Conduct for Ohio State University Licensees (attached hereto and made a part hereof) in its entirety (including, without limitation, site disclosure requirements) and participate in and cooperate with any compliance and monitoring program deemed appropriate by the Licensor. The Contractor's current contact information is as follows:

Contractor:	_____	Contact:	_____
Address:	_____	Phone:	_____
	_____	Fax:	_____
	_____	Email:	_____



**INDEPENDENT CONTRACTOR AGREEMENT**

The Licensor shall be entitled to take any action or invoke any remedy permitted by law for Contractor's breach of any of the above obligations. In addition to any such action, remedy or other right it may have herein, Licensor may, pursuant to Paragraph 16 of the Agreement granted to the Licensee, terminate said Agreement.

Product Description: \_\_\_\_\_

This instrument shall be governed by the laws of the State of Ohio and all legal actions shall be brought in a court of competent jurisdiction in the State of Ohio.

IN WITNESS WHEREOF, the Licensor, the Licensee and the Contractor have caused this instrument to be executed as a sealed instrument by their duly authorized representatives as set forth below:

Contractor: \_\_\_\_\_  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

Licensee: \_\_\_\_\_  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

Licensor: The Ohio State University  
By: \_\_\_\_\_  
Title: Director, Trademark & Licensing Services  
Date: \_\_\_\_\_