



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 _____, Licensee's independent contractor (Contractor), who proposes to create artwork derived from or in connection with the Licensed Marks of Licensor or to otherwise use said Licensed Marks in the work performed for 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 Licensor and its Licensee identified herein. Any work of the Contractor involving the Licensed Marks, unless otherwise authorized in writing by 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 Licensee, that any artwork created is a derivative work of Licensor's Licensed Marks, and that 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 Licensor all right, title and interest in the artwork and in all intellectual property rights in it, and agrees that 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 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 Licensee or ii) when Contractor is notified by Licensor that Licensee is no longer licensed to use the Licensed Marks, the Contractor will either deliver to or place to the order of Licensor any molds, plates engravings or other equipment or devices used to reproduce the Licensed Marks which are the property of Licensor or, if Licensor so elects, shall destroy the same and supply Licensor with evidence satisfactory to 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 Licensor. The Contractor's current contact information is as follows:

Contractor:	_____		
Site address:	_____	Contact person:	_____
City/State/Zip	_____	E-mail address:	_____
Country:	_____	Phone:	_____
Country Code	_____		
Product Description:	_____		

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 Licensee, terminate said Agreement.



THE OHIO STATE UNIVERSITY

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, Licensor, 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: _____

TITLE: _____

DATE: _____

LICENSEE:

BY: _____

TITLE: _____

DATE: _____

LICENSOR:

The Ohio State University

BY: _____

TITLE: _____

DATE: _____