



Consulting Agreement

This Agreement is being entered into by Mount Vernon Nazarene University (“MVNU”) and _____ (“Consultant”) on _____.

- Work to be Performed:** Consultant will be assigned specific tasks by MVNU, to be completed within a reasonable timeframe, as determined by both parties. Consultant will provide MVNU with regular status reports.
- Compensation:** MVNU shall pay Consultant \$ ___ per hour, upon receipt of bi-weekly invoice on Fridays, starting two Fridays after this agreement is signed and continuing until completion of all work. Payment will be made within 14 days after the invoice date.
- Independent Contractor Relationship:** Consultant's relationship with MVNU will be that of an independent contractor, and nothing in this Agreement is intended to create a partnership, agency, joint venture, or employment relationship. No part of Consultant’s compensation will be subject to withholding by MVNU for the payment of any social security, federal, state, or any other employee payroll taxes.
- Ownership of Work Product:** All work product developed by the Consultant alone or in conjunction with others in connection with the performance of services pursuant to this Agreement is the sole property of MVNU, and Consultant shall retain no ownership, interest, or rights therein.
- Confidentiality:** Confidential Information, as used in this Agreement, shall mean any technical and non-technical information, including patent, copyright, trade secret, proprietary information, computer files, MVNU property, and MVNU information concerning customers, research, financial information, purchasing, forecasts, sales and merchandising, and marketing information. Consultant agrees to protect the confidentiality of all Confidential Information and shall neither use nor disclose the Confidential Information. Consultant may use the Confidential Information solely to perform consulting services under this Agreement for the benefit of MVNU. Disclosure of Confidential Information by Consultant required by law or in response to a valid court order, shall not be considered a breach of this Agreement or a waiver of confidentiality, provided that Consultant shall provide prompt written notice thereof to MVNU to enable MVNU to seek a protective order or otherwise prevent such disclosure.
- Governing Law:** This Agreement shall be governed by the laws of the United States of America and Ohio. Each of the parties consents to the personal jurisdiction of the federal and state courts located in Ohio for any matter arising out of or relating to this Agreement.
- Severability:** If any provision of this Agreement is held by a court to be illegal, invalid, or unenforceable, that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision and the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
- Injunctive Relief for Breach:** Consultant's breach of any obligations in the Agreement will result in irreparable and continuing damage to MVNU for which there will be no adequate remedy at law. In the event of such breach, MVNU will be entitled to injunctive relief and/or a decree for specific performance and such other relief as may be proper, including monetary damages.

Consultant

Date

MVNU

Date