

**BUSINESS SERVICES - PROCUREMENT AND CONTRACTING**

1250 Siskiyou Blvd, Ashland, Oregon 97520  
 T 541-552-6574 | F 541-552-6573

**Personal/Professional Services Contract**  
**For Services Under \$25,000**

<p><b>The State of Oregon, acting by and through the State Board of Higher Education, on behalf of Southern Oregon University, hereinafter referred to as Institution.</b></p>	Contract/Invoice Number: _____
<p align="center"><b><i>This Invoice Cannot Be Used to Pay Institution Employees or Non-resident Aliens</i></b></p> Payee/Contractor Name: _____ US Social Security No./Tax ID No.: _____ Address 1: _____ Address 2: _____ City: _____ State: _____ Zip: _____ Phone Number: _____ <input type="checkbox"/> US Citizen <input type="checkbox"/> Non-resident US Citizen <input type="checkbox"/> Resident Alien	Department Name: _____ Prepared By: _____ Preparer's Phone Number: _____  <p align="center"><small>Note: Contract must be delivered to Business Services, and approved, PRIOR TO the first day services are to commence.</small></p>

**Description of Goods or Services to be Performed:**

Begin Date: \_\_\_\_\_ End date: \_\_\_\_\_ Payment \$ \_\_\_\_\_ Expenses (if applicable): \$ \_\_\_\_\_

CERTIFICATION: I am not an OUS employee. I am an independent contractor, and I understand the tax and legal implications of this particular payment (including expenses) to be reported on form 1099 at the end of the calendar year. Oregon State Board of Higher Education Standard Procurement Terms and Conditions, as on reverse page, apply. By my signature hereon I so agree.

Signature of Payee \_\_\_\_\_ Date \_\_\_\_\_

**Payment Information**

Index Code	Account Code	Activity Code	Payment Amount
	24599		
	24599		
	24599		
Department Approval / Date		Business Services Approval / Date	

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### **Personal/Professional Services Contract** **For Services Under \$25,000** **OREGON UNIVERSITY SYSTEM / SOUTHERN OREGON UNIVERSITY** **STANDARD TERMS AND CONDITIONS**

By entering into this Contract, Contractor, under penalties of perjury, affirms that:

- a. Contractor has provided the correct taxpayer ID number to the Oregon State Institution of Higher Education ("Institution"). A social security number or taxpayer ID is requested pursuant to ORS 305.385 and OAR 150-305-100 and will be used for administration of state, federal and local laws;
- b. Contractor is an independent contractor as defined in ORS 670.600;
- c. As provided in ORS 305.385(6), to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4); and
- d. Contractor is not employed by the Oregon State Institution of Higher Education.
- e. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor certifies that it has provided to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this contract.

Contractor agrees to the following provisions:

**ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of the Contract. The Institution, Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for three years from the date of the completion of work unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of the Contract and for any commitments or expenditures in excess of amounts authorized by Institution.

**COMPLIANCE WITH APPLICABLE LAW.** Contractor affirms that Contractor has complied with all federal, state, county, and local laws, ordinances, and regulations

applicable to the work to be done under the Contract. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in the Contract; pay all contributions or amounts due its workers' compensation insurer incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

**DUAL PAYMENT.** Contractor shall not be compensated for work performed under the Contract from any other entity of the State of Oregon.

**GOVERNING LAW.** The Contract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between Institution and Contractor that arises out of or relates to performance of the Contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the Institution, and their officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees.

**OWNERSHIP OF WORK PRODUCT.** All work products or any form of property originated or prepared by Contractor in performance of this Contract are the exclusive property of Institution.

**WORKERS' COMPENSATION INSURANCE.** Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out of State employers must provide Oregon workers' compensation coverage for their workers who work in Oregon. Contractors who perform the work without the assistance or labor of any employee need not obtain such coverage. Contractor shall require proof of such workers' compensation coverage by receiving and keeping on file a certificate of insurance from each subcontractor or anyone else directly employed by either the Contractor or subcontractor.

**TIME IS OF THE ESSENCE.** Unless otherwise stated, Contractor agrees that time is of the essence under this Contract.

**WAIVER.** The failure of Institution to enforce any of these terms shall not constitute a waiver by Institution of any term.

**INSURANCE.** Contractor shall maintain in full force at its own expense, automobile liability insurance with a combined single limit of not less than required by the Oregon Financial Responsibility Law (ORS 806.060) and any other type and amount of coverage required in the Scope of Work.

**EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**TERMINATION.** This Contract may be terminated by Institution, for any reason, following 30 days notice to Contractor or immediately upon notice in the event of breach of contract by Contractor.

CONTRACTOR SIGNATURE: \_\_\_\_\_ (Acceptance of terms herein)