

**ATTACHMENT A**  
**PERSONAL SERVICES CONTRACT**  
**STANDARD CONTRACT PROVISIONS**

**1. ACCESS TO RECORDS.** Contractor will maintain records, sufficient to accurately document its performance of this Contract. University will have access to such records of Contractor for the purpose of determining compliance with this Contract. Contractor will retain all such records, for a minimum of six years following final payment under or termination of this Contract, or such longer period as may be required by applicable law or to conclude any audit, review, or controversy.

**2. INDEMNITY FOR INFRINGEMENT CLAIMS.** EXCEPT TO THE EXTENT ARISING FROM MATERIALS PROVIDED TO CONTRACTOR BY UNIVERSITY, WHICH MATERIALS ARE UTILIZED BY CONTRACTOR IN THEIR UNALTERED FORM AND WITHOUT LIMITING THE GENERALITY OF THE INDEMNIFICATION CLAUSE REFERENCED IN THE HOLD HARMELSS SECTION BELOW, CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS UNIVERSITY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE DELIVERABLES INFRINGE ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY. The indemnity under this Section will not apply to the extent such alleged or actual infringement arises as a result of (i) modifications of such work made by University which were not approved by Contractor, or (ii) Contractor's compliance with any of University's designs, specifications or instructions. In the event that a court of competent jurisdiction determines in a final, nonappealable order that the work is infringing in a manner for which Contractor is obligated to indemnify University pursuant to this Section, Contractor will, at its option, (1) procure for University the right to continue using such infringing work; (2) replace the infringing work with a non-infringing item of

like form, fit or function; or (3) modify the work so that it no longer infringes.

**3. HOLD HARMLESS.** Contractor will be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from any act or omission of Contractor, its subcontractors, agents, or employees. Contractor will indemnify and hold harmless University and its governing board and their directors, officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the acts or omissions of Contractor or its subcontractors, officers, agents, or employees.

**4. INSURANCE.** Contractor will secure insurance at Contractor's expense and keep that insurance in effect during the term of this Contract as indicated on **Attachment D**, if attached.

**5. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of University for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that University provides for its employees. Nothing in this Contract will be construed to create a partnership, joint venture, franchise, agency, or employment relationship between the Parties.

**6. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract ("Work Product") is the exclusive property of University. University and Contractor intend that such Work Product be deemed "work made for hire" of which University will be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor by this Contract irrevocably assigns to University all its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor will execute such further documents and instruments as University may reasonably request in order to fully vest such rights in University. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

## **7. REPRESENTATIONS AND**

**WARRANTIES.** Contractor represents and warrants that (1) Contractor has the power and authority to enter into and perform this Contract; (2) The individual signing for Contractor is authorized to execute this Contract on behalf of Contractor; (3) This Contract, when executed and delivered, will be a valid and binding obligation of Contractor, enforceable in accordance with its terms; (4) The work under this Contract will be performed in a good and workmanlike manner and in accordance with the highest professional standards; (5) Contractor will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work; and (6) Contractor's name, as it appears in this Contract, is Contractor's legal name, as it will appear in the Contractor's W-9, and if Contractor is an entity rather than an individual that the entity named in this Contract is validly existing and in good standing. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

**8. EQUAL EMPLOYMENT OPPORTUNITY NOTICES.** This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**9. TERMINATION.** (a) This Contract may be terminated at any time by mutual written consent of both Parties. (b) University may at its sole discretion terminate this Contract in whole or in part upon 30-days' written notice to Contractor. (c) University may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by University: (i) federal or state laws, rules, regulations, or guidelines are modified or

interpreted in such a way that any Deliverables or services to be provided by Contractor under this Contract are no longer allowable or appropriate for purchase by University or are no longer eligible for the funding proposed for payment authorized by this Contract; (ii) any license or certificate required by law or regulation to be held by Contractor to provide Deliverables under this Contract is denied, revoked, or not renewed for any reason; (iii) if Contractor becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by Contractor; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably to Contractor within ninety (90) calendar days. (d) University may terminate by written notice of default (including breach of contract) to Contractor the whole or any part of this Agreement if: (i) Contractor fails to provide services called for by this Agreement within the time specified in this Agreement or any extension of this Agreement; or (ii) Contractor fails to perform any of the other provisions of this Agreement, or fails to pursue the Work so as to endanger performance of this Agreement in accordance with its term and, after receipt of written notice from University, fails to correct such failures within 10 days or such longer period as University may determine at University's sole discretion. In addition to the right to terminate, in the event of a default by Contractor under this section, University will have all other rights and remedies at law or in equity.

**10. TERMINATION DUE TO NONAPPROPRIATION OF FUNDS.** University may terminate this Contract upon written notice to Contractor if University has not: (a) Received from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority, or (b) Received allotments pursuant ORS Chapter 291 sufficient to allow University, in the exercise of its reasonable administrative discretion, to pay the amounts of this Contract.

**11. REMEDIES.** (a) In the event of termination pursuant to Section 9(b), 9(c)(i), or 10, Contractor's sole remedy will be a claim for the

sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by University, less previous amounts paid and any claim(s) which University has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor will pay any excess to University upon demand. (b) In the event of termination pursuant to Sections 9(c)(ii) or (d), University will have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under these subsections, the rights and obligations of the Parties will be the same as if the Contract was terminated pursuant to Section 9(b). (c) Upon receiving a notice of termination of this Contract, Contractor will immediately cease all activities under this Contract, unless University expressly directs otherwise in writing. Upon termination of this Contract, Contractor will deliver to University all Work Product, documents, information, works-in-progress and other materials that are or would be deliverables or otherwise the property of University had the Contract been completed. Upon University's request, Contractor will surrender to anyone University designates, all documents, research or objects or other tangible things needed to complete the work.

**12. SUBCONTRACTS AND ASSIGNMENTS.**

Notwithstanding anything in Sections 3, 8, and 39, Contractor will not subcontract, assign, or transfer any of its interest in this Contract without obtaining prior written approval from University, which consent may be withheld by University in its sole discretion. As a condition to requesting prior written approval, Contractor must provide a written copy of any such proposed assignment or subcontract to University. University's consent to any assignment or subcontract will not relieve Contractor of any of its duties or obligations under this Contract. Any assignment or subcontract in contravention of this Section will be null and void.

**13. CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner with or prohibit Contractor's full performance of this Contract. Contractor also covenants that in the performance of this Contract no person having any such interest will be employed. Contractor further covenants that its performance of this Contract will

not cause any employee or volunteer of University to violate ORS Chapter 244.

**14. NON-RESIDENT FOREIGN**

**CONTRACTORS.** For non-resident foreign Contractors with U.S. sourced income, University will withhold Federal Tax at the applicable tax rate from Contractor's fee unless Contractor is eligible for tax treaty benefits, or qualifies for exemption under other areas of the tax code. Contractor must provide a completed and signed US Internal Revenue Service (IRS) Form to claim tax treaty benefits (8233 or appropriate W8 form). Contractor must have a U.S. reporting Identification Number, a Social Security Number (SSN), IRS Tax Identification Number (ITIN), or Employer Identification Number (EIN) to be eligible for tax treaty benefits. If applicable, Contractor will enter the US in a legal status allowing Contractor to work for University as evidenced by the US Citizenship and Immigration Services (USCIS) I-94 stamped or attached to Contractor's passport or this Contract is void.

**15. LIMITATION OF LIABILITIES.**

UNIVERSITY WILL NOT BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES UNDER THIS CONTRACT, OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

**16. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the Parties or notices to be given under this Contract will be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or University at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as the Parties may from time to time direct in writing. Any communication or notice so addressed and mailed will be deemed to be given five days after mailing. Any communication or notice delivered by facsimile will be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against University, such facsimile transmission must be confirmed by telephone notice to University's supervising representative. Any communication or notice by personal delivery will be deemed to be given when actually delivered.

**17. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way affect the meaning or interpretation of this Contract.

**18. COMPLIANCE WITH APPLICABLE LAW.** Contractor will comply with all applicable federal, state, county, and local laws, ordinances, regulations, and University policies. Contractor also agrees to comply with all applicable laws prohibiting discrimination on the basis of race, sex, national origin, religion, age, sexual orientation, status as a veteran, or handicap.

**19. GOVERNING LAW; JURISDICTION; VENUE.** This Contract will be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between University and Contractor will be brought and conducted solely and exclusively within a Circuit Court for the State of Oregon. However, if any claim, action, or suit must be brought in a federal forum, it will be brought and conducted exclusively in the United States District Court for the District of Oregon. In no event will any part of this Contract be construed as a waiver by University of its sovereign and governmental immunities. BY EXECUTION OF THIS CONTRACT, CONTRACTOR CONSENTS TO IN PERSONAM JURISDICTION OF SUCH COURTS.

**20. RECYCLED PRODUCTS.** Unless expressly otherwise provided for in this Contract, all paper products will be sourced from mills using elemental chlorine-free processes and contain a minimum of 30% post-consumer waste.

**21. HAZARD COMMUNICATION.** Contractor will notify University prior to using products containing hazardous chemicals to which University employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules Chapter 437.

**22. SURVIVAL.** All provisions of this Contract that would reasonably be expected to survive the termination of this Contract will do so.

**23. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected. The Parties agree to attempt to substitute for any illegal or unenforceable provision a valid or enforceable one

that achieves the economic, legal and commercial objectives of the illegal and unenforceable provision to the greatest extent possible.

**24. SUCCESSORS IN INTEREST.** This Contract will be binding upon and will inure to the benefit of the Parties, and their respective successors and assigns.

**25. ECONOMIC OPPORTUNITIES.** Contractor will, when applicable, have made good faith efforts to work with or obtain materials to be used in performing the Contract from minority-owned, women-owned, and emerging small business enterprises.

**26. FOREIGN CORRUPT PRACTICES.** Contractor shall comply with all applicable laws relating to anti-corruption or anti-bribery, including, but not limited to, the requirements of the Foreign Corrupt Practices Act of 1977, as amended, (FCPA)(15 U.S.C. §§78dd-1, et. seq.), regardless of whether contractor is within the jurisdiction of the United States. Contractor shall not, either directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from the University to a public official or any person in violation of the FCPA and/or in violation of any applicable local laws relating to anti-corruption or anti-bribery.

**27. FEDERAL PROVISIONS.** If this Contract is federally funded in whole or in part, Contractor must comply with all applicable provisions of OMB Circular A-110. Further, if this Contract is funded with American Recovery and Reinvestment Act (ARRA) funds or if Federal Funding Accountability and Transparency Act (FFATA) applies, Contractor is required to submit certain information to University. If Contractor fails to timely submit such required information, University reserves the right to cancel this Contract or, if work has been performed, withhold payment until such required submittals have been received.

**28. EXCLUSIVITY.** University is not bound by exclusivity provisions.

**29. DUAL PAYMENT.** Contractor will not be compensated by any other party for work performed under this Contract.

**30. NO THIRD PARTY BENEFICIARIES.** University and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or will be construed to give any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third

persons are individually identified by name and expressly described in this Contract as intended beneficiaries.

**31. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.

**32. OVERDUE ACCOUNT CHARGES.**

Payment of overdue account charges by University will be subject to OAR 580-061-0050.

**33. FOREIGN CONTRACTOR.** If Contractor is not domiciled or registered to do business in the State of Oregon, Contractor will promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Contractor will demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

**34. FORCE MAJEURE.** Neither University nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, University or Contractor's reasonable control. Contractor will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligation under this Contract.

**35. WAIVER.** The failure of University to enforce any provision of this Contract will not constitute a waiver by University of that or any other provision.

**36. ATTACHMENTS.** All attachments, addenda, schedules and exhibits which are referred to in this Contract are incorporated in this Contract.

**37. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED IN THIS CONTRACT REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER WILL

BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE TO THIS CONTRACT OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**38. COMMUNICATIONS STANDARDS AND ACCESSIBILITY REQUIREMENTS.** Contractor will conform to all applicable Web standards and Web accessibility requirements found at: <http://webcom.uoregon.edu/webstandards> as well as all University Communications Standards as set forth in the UO Style Guide available at: <http://des.uoregon.edu/uo-style-guide>.

**39. SMOKE AND TOBACCO FREE**

**CAMPUS.** Contractor acknowledges and agrees University's grounds and premises are smoke and tobacco free. Contractor and Contractor's employees, agents and subcontractors, if any, agree not to smoke or use tobacco products while on University property.

**40. FAMILY EDUCATIONAL RIGHTS AND**

**PRIVACY ACT.** Contractor agrees to protect the confidentiality of student information and to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations, specifically 20 U.S.C. 1232G, 34 C.F.R. § 99.33, ORS 351.070 and OAR 571-020, with respect to any redisclosure of personally identifiable information from education records obtained from the University.

**41. AMBIGUITIES.** Each party has participated fully in the review and revision of this Contract and neither party shall be considered the "drafter" for the purposes of any rule of construction that might cause any provision to be construed against the drafter of the Contract.

**42. EXECUTION AND COUNTERPARTS.**

This Contract may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Contract), each of which will be considered an original and all of which together will constitute one and the same Contract. At the request of a Party, the other Party will confirm facsimile or electronically transmitted signature by delivering the Contract with an original signature to the requesting Party.