

**Eastern Oregon University**  
**PERSONAL/PROFESSIONAL SERVICES CONTRACT**  
**For Services Under \$5,000**

The State of Oregon, acting by and through the State Board of Higher Education, on behalf of Eastern Oregon University, hereinafter referred to as Institution.	EOU Contract/Invoice Number: _____
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<p style="text-align: center;"><b><i>This Invoice Cannot Be Used to Pay Institution Employees, including all OUS Employees or Non-resident Aliens</i></b></p> Payee/Contractor Name: US Social Security No./Tax ID No.: Address: City/State/Zip: Phone Number: ___ US Citizen ___ Non-resident US Citizen ___ Resident Alien	<p style="text-align: center;"><b><i>This invoice is to be used for one-time payments. (It may be used again when an unforeseen need arises during the fiscal year and is a separate project.)</i></b></p> Department Name: Preparer's Phone Number: Department Address: Prepared By:
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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 attached on following page, apply. By my signature hereon I so agree. I, under penalties of perjury, do hereby certify that (a) the number shown on this form is my correct taxpayer ID (or I am waiting for the number to be issued to me), and (b) I am not subject to backup withholding because (i) I am exempt from backup withholding or (ii) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding.

I, the undersigned also (a) agree to perform the work required by Exhibit A in accordance with the terms and conditions (as listed on the attached Exhibit B); (b) certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; (c) certify that I am an independent contractor as defined in ORS 670.600; (d) certify that I am authorized to act on behalf of Contractor; (e) the statements contained in Exhibit C attached hereto are true and correct; and (f) understand that the Board has adopted policies applicable to contractors that prohibit sexual harassment and accept that my company and its employees are required to adhere to the Chancellor's Office and/or institution's policy prohibiting sexual harassment in their interactions with members of the Oregon University System community.

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

Payment Information:	Vendor ID# _____
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Invoice #	Index Code	Account Code	Activity Code	Payment Amount

Department Approval _____ Date _____	Institution Contract Officer _____ Date _____
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**OREGON STATE BOARD OF HIGHER EDUCATION**  
***Terms of Payment for Personal/Professional Services under \$5,000***

In cashing the check for payment of services rendered to **Eastern Oregon University**, hereafter referred to as the Institution, the Contractor acknowledges completion of performance of the personal/professional services which were agreed to orally between the Contractor and the Institution. Throughout this document "agreement" shall be construed to mean both the oral agreement and the terms below. If there is a conflict in the terms of the oral agreement and the terms below, then the terms below shall control. In addition, the Contractor, under penalties of perjury, affirms that:

- a. Contractor has provided the correct taxpayer ID number to the Institution. Social security number 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 Board 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.

Finally, the 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 oral agreement. The Oregon Department of Higher Education, 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 agreement 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 agreement 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 agreement. 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 agreement; 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 oral agreement from any other entity of the State of Oregon.

**GOVERNING LAW.** The agreement 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 agreement 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 Oregon State Board of Higher Education, 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 are the exclusive property of Institution.

**INSURANCE WORKERS' COMPENSATION.** 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.

**DISCLOSURE OF SOCIAL SECURITY NUMBER.** This number is requested pursuant to ORS 305.385 and OAR 150-305.100 and will be used to administer state, federal and local tax laws.

**FOREIGN CONTRACTOR.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required.

**WAIVER.** The failure of Institution to enforce any of these terms shall not constitute a waiver by Institution of any term. psa5000