


**PERSONAL SERVICES INVOICE**  
FOR SERVICES OF LESS THAN \$5,000

 <div style="clear: both;"></div> <p style="text-align: center;"><b>EASTERN OREGON UNIVERSITY</b></p>	<p>EOU DOCUMENT NUMBER:</p> <p>Contract Number: Contract Start Date: Contract End Date:</p>												
<p style="text-align: center;"><b><i>THIS INVOICE CANNOT BE USED TO PAY EOU EMPLOYEES</i></b></p> <p>CONTRACTOR NAME: TAX ID NO: ADDRESS:</p> <p>CITY/STATE/ZIP:</p> <p>PHONE NO.:</p> <p>EMAIL ADDRESS:</p>	<p style="text-align: center;"><b><i>USE OF THIS TOOL MUST MEET THE FOLLOWING CRITERIA</i></b></p> <ul style="list-style-type: none"><li>▪ <i>No more than five DIFFERENT projects per calendar year per contractor</i></li><li>▪ <i>Up to \$5,000 accumulation per calendar year per contractor</i></li></ul> <p>DEPARTMENT NAME:</p> <p>PREPARED BY:</p> <p>PREPARER'S PHONE NO.:</p>												
<p><b><u>Scope of Work</u></b></p>          <p><b><u>Fee</u></b></p> <p>Contractor shall be paid an amount not to exceed _____ for services provided.</p> <p><input type="checkbox"/> Travel expenses will not be reimbursed, this is a fixed fee contract.</p> <p><input type="checkbox"/> Travel expenses will be reimbursed in addition to the contract amount stated above, but not to exceed _____.</p> <p>All Contractor travel expenses to be reimbursed shall be pre-approved, processed in accordance with the EOU Contractor Travel Policy, and documented in this contract (in the space provided below):</p>      <p><b><u>Insurance</u></b></p> <p>Contract must provide proof of insurance consistent with the amounts set forth in Exhibit A (attached hereto and incorporated by this reference) prior to the effectiveness of this Contract.</p>													
<p>CERTIFICATION: 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. Eastern Oregon University Terms of Payment for Personal/Professional Services of Less than \$5,000 apply. By my signature hereon, I certify that:</p> <ul style="list-style-type: none"><li>▪ I am not an EOU employee, relative or member of the household of an EOU employee who works for the department contracting for the work;</li><li>▪ I have performed the above service(s);</li><li>▪ I agree to the Terms of Payment as stated on the attached page.</li></ul> <p>Signature of Contractor : _____ Date _____</p> <p>Department Approval: _____ Date _____</p> <p>Institution Contract Officer: _____ Date _____</p>													
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 25%;">INDEX/FUND CODE</th><th style="width: 25%;">ACCOUNT CODE</th><th style="width: 25%;">ACTIVITY CODE</th><th style="width: 25%;">PAYMENT AMOUNT</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></tbody></table>		INDEX/FUND CODE	ACCOUNT CODE	ACTIVITY CODE	PAYMENT AMOUNT								
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# EASTERN 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 Eastern Oregon University. 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 and has completed Exhibit B;
- 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 Eastern Oregon University.
- 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.
- f. Contractor understands that EOU has adopted policies applicable to contractors that prohibit sexual harassment and accepts that Contractor shall be required to adhere to EOU's and EOU's policy prohibiting sexual harassment in their interactions with members of the EOU community.

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. EOU, 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 EOU.

**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 specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), title VI of the civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. 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 EOU 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 Union 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. Contractor, by execution of this Contract, hereby consents to the in personam jurisdiction of said courts. **HAZARD**

**COMMUNICATION.** Contractor shall notify EOU prior to using products containing hazardous chemicals to which EOU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon EOU's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision. **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 EOU 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 EOU.

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

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

**INSURANCE.** Contractor shall maintain in full force at its own expense, insurance as indicated in Exhibit A.

**EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counter parts, 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 EOU, for any reason, following 30 days' notice to Contractor or immediately upon notice in the event of breach of contract by Contractor.

**TRAVEL AND EXPENSE REIMBURSEMENT.** If any travel or expense reimbursement is authorized in this Scope of Work, the EOU will only reimburse Contractor in accordance with the EOU Travel Summary (available online here:

<https://www.eou.edu/busserv/accounts-payable-documents-forms-and-policies/>), incorporated into this Contract by reference.

**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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from EOU. In addition to any provisions EOU may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by the Standard Terms and Conditions of this Contract as if the subcontractor were the Contractor. EOU consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

**NO THIRD PARTY BENEFICIARIES.** EOU 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 shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**NOTICES.** Except as otherwise expressly provided in this Contract, notices shall be given in writing by personal delivery, email, or mailing (postage prepaid) to Contractor or EOU at the address or number set forth on the first page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed (postage prepaid) shall be deemed to be given five (5) days after mailing. To be effective against EOU, email transmissions must be confirmed by telephone notice EOU Representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES AND ALL NECESSARY STATE APPROVALS HAVING BEEN OBTAINED. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **EXHIBIT A INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Required by EOU Contractor with one or more workers, as defined by ORS 656.027.**

**Contractor, it's subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2. Professional Liability Insurance                    REQUIRED BY EOU, unless pre-approved through F&A**

Professional Liability Insurance with a combined single limit, or the equivalent, of not less than (check one);  
☐ \$500,000 / ☐ \$1,000,000 / ☐ \$2,000,000 for each claim, incident or occurrence and \$2,000,000 in aggregate. This is to cover damaged cause by error, omission or negligent acts related to the professional services to be provided under this Contract.

**3. General Liability Insurance                    REQUIRED BY EOU, unless pre-approved through F&A**

General Liability Insurance with a combined single limit, or the equivalent, of not less than (check one);  
☐ \$500,000 / ☐ \$1,000,000 / ☐ \$2,000,000 for each occurrence of Bodily Injury and Property Damage and \$2,000,000 in aggregate. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that EOU divisions, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this contract.

**4. Automobile Liability Insurance                    REQUIRED BY EOU, unless pre-approved through F&A**

Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than (check one);  
☐ \$100,000 / ☐ \$200,000 / ☐ \$500,000 / ☐ \$1,000,000 / ☐ \$2,000,000 **Oregon Financial Responsibility Law (ORS 806.060)** for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

**5. Certificates of Insurance**

As evidence of the General Liability and Automobile Liability insurance coverage required by this Contract, the Contractor shall furnish an endorsement from the insurance company naming the EOU and their officers, employees and members as additional insured with respect to the services of this Contract. Insuring companies or entities are subject to EOU acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to EOU. The Contractor shall be financially responsible for all pertinent deductible, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change**

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to EOU at the following address: Accounts Payable Office, One University Boulevard, La Grande, OR, 97850.

**EXHIBIT B**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

(All Contractors are required to complete Exhibit C unless they are registered as a Corporation or a Professional Corporation)

Oregon Revised Statute (ORS) 670.600 provides a standard definition of “independent contractor” to be used by certain Oregon agencies. EOU will rely on the factors provided in ORS 670.600 to verify Contractor’s independent contractor status.

To be considered and “independent contractor”, Contractor must:

1. Be licensed or certified to provide the services contemplated in this Contract (if required). If Contractor provides services for which a license is required under ORS Chapter 671 (Architects/Landscape Architects) or 701 (Constructions Contractors) they must be licensed and certified as required in ORS Chapter 671 or 701.
2. Provide services for remuneration and be free from direction and control over the means and manner of providing its services and be engaged in an “independently established business”.
3. Contractor is considered to be engaged in an “independently established business” if **three** of the following requirements are met (check all that apply):
  - ☐ **A.** The labor or services are primarily carried out at a location that is separate from Contractor’s residence or is primarily carried out in a specific portion of the Contractor’s residence, which is set aside as the location of the business.
  - ☐ **B.** Contractor assumes financial responsibility for defective workmanship related to the business or services (as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the services to be provided).
  - ☐ **C.** Contractor has provided contract services for two or more different people in the last twelve (12) month period.
  - ☐ **D.** Contractor routinely engages in business advertising, solicitations, or other marketing efforts.
  - ☐ **E.** Contractor makes a significant investment in the business (as evidenced by purchasing tools and/or equipment, paying for the premises or facilities where services are provided, or paying for all required licenses and/or certificates).
  - ☐ **F.** Contractor has the authority to hire other persons to provide or assist in providing the services (and has the authority to fire those persons).

Contractor Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# EASTERN OREGON UNIVERSITY

## Contractor Travel Policy

### MEALS

**PRORATION of MEAL PER DIEM for Partial Days Involving an Overnight Stay:** Meal per diems for initial day of travel and final day of travel will be based on the following schedule based on departure and arrival times

Initial Day of Travel	Prior to 7:00 AM	7:00 AM to 12:59 PM	1:00 PM and After
Meal Allowance	Breakfast, lunch, dinner	Lunch, dinner	Dinner
Final Day of Travel	Prior to Noon	12:00 noon to 5:59 PM	6:00 PM and after
Meal Allowance	Breakfast	Breakfast, lunch	Breakfast, Lunch Dinner

Low-City		High-City		Policy
Breakfast	\$ 15.00	Breakfast:	\$ 17.75	<ul style="list-style-type: none"><li>• No meal per diem is allowed on one day trips.</li><li>• See the EOU link below for the current IRS list of high/low cities.</li><li>• If meals are provided at the meeting or event, no meal per diem is allowed. Agendas are required.</li></ul>
Lunch	\$ 15.00	Lunch:	\$ 17.75	
Dinner	\$ 30.00	Dinner:	\$ 35.50	
Total	\$ 60.00	Total	\$ 71.00	

### LODGING

Low-City		High-City		Policy
Nightly lodging rate:	\$ 138.00	Nightly lodging rate:	\$ 221.00	<ul style="list-style-type: none"><li>• Itemized receipts are required for lodging.</li><li>• Lodging tax is reimbursed as a misc. expense.</li></ul>

### TRANSPORTATION

<b>Mileage</b> Reimbursed at: \$0.56/mile	<ul style="list-style-type: none"><li>• Mileage can be calculated one of 3 ways: Oregon Mileage Chart, mapping software (e.g. mapquest.com), or actual mileage (from the odometer). See Oregon Mileage chart on the next tab.</li><li>• Mileage is not reimbursable unless one way trip exceeds 25 miles from origin to destination.</li><li>• Mileage will not be reimbursed in addition to fuel receipts or costs associated with rental vehicles.</li></ul>
<b>Rental Vehicles</b>	<ul style="list-style-type: none"><li>• EOU will only reimburse vehicle rental rates for compact and economy cars and their equivalent green class. EOU will reimburse for liability insurance issued through the vehicle rental company. Other classes of vehicles may be rented for circumstances that are pre-approved by the EOU Accounts Payable office for reasons that include space requirements or inclement weather conditions. Receipts required.</li></ul>
<b>Ground Transportation</b>	<ul style="list-style-type: none"><li>• Taxicab, train (coach or business class only), and airport shuttle fees will be reimbursed. Receipts are required if over \$25 per item.</li></ul>
<b>Airfare</b>	<ul style="list-style-type: none"><li>• EOU will only reimburse actual economy rate airfare, plus mandatory taxes and fees. Receipts required.</li></ul>

### OTHER EXPENSES

<b>Incidental Expenses</b>	<ul style="list-style-type: none"><li>• Incidental expenses are combined with the meal per diem rate and will not be separately reimbursed. Incidental expenses include, but are not limited to; fees and tips given to porters, baggage carriers, hotel staff, and staff on ships.</li></ul>
<b>Misc. Expenses</b>	<ul style="list-style-type: none"><li>• The miscellaneous expenses that can be reimbursed include; fuel expenses for a rented vehicle, parking, tolls, lodging taxes, and checked baggage for up to two standard-weight bags. Other miscellaneous expenses can be reimbursed only if approved in advance by the EOU representative. All miscellaneous expenses must be itemized with the exception one allowable expense under \$25 per trip.</li></ul>
<b>Unallowed Expenses</b>	<ul style="list-style-type: none"><li>• Expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services (e.g., waiters, taxi drivers, and baggage handlers) are not reimbursable.</li></ul>
<b>Hosting Expenses</b>	<ul style="list-style-type: none"><li>• If the scope of work in your contract authorizes reimbursement for hosting expenses, all expenses must be authorized prior to incurring costs. Contact EOU Accounts Payable for allowable expenses at 541-962-3838 or at ap@eou.edu.</li></ul>

Travel reimbursement rates are updated annually. Contractor shall be responsible for ensuring that travel reimbursement requests are in accordance with the rates in effect at the time the expense was incurred. The current travel reimbursement rates may be found at <http://www.eou.edu/busserv/accounts-payable-documents-forms-and-policies/>



**SUBSTITUTE W-9**

Vendors providing products and/or services to EOU must complete the substitute W-9 section prior to receiving payment.

We must have a Federal Tax Identification Number (FEIN) or Social Security Number (SSN) in our files for **All VENDORS** receiving payments from us. **An IRS W-9 form may not be substituted in lieu of this form.**

**NAME** (as shown on your income tax return) \_\_\_\_\_

**BUSINESS NAME** (if different from above) \_\_\_\_\_

**REMIT TO ADDRESS** (number, street, apt. or suite no.) \_\_\_\_\_

(city, state and zip code) \_\_\_\_\_

**FEDERAL TAX ID NO. (FEIN):** \_\_\_\_\_ **OR SOCIAL SECURITY NO.** \_\_\_\_\_

**Check all the boxes in the table below that apply to you or to your entity:**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> U.S. Citizen   | <input type="checkbox"/> Individual                     | <input type="checkbox"/> Woman Owned- State Certified           |
| <input type="checkbox"/> U.S. Resident Alien- see back of this form                       | <input type="checkbox"/> Partnership                    | <input type="checkbox"/> Woman Owned- Self Reported             |
| <input type="checkbox"/> Foreign Alien or Entity- complete form W-8 see back of this form | <input type="checkbox"/> Corporation                    | <input type="checkbox"/> Minority Owned- State Certified        |
| <input type="checkbox"/> Non Profit Entity  | Date of incorporation: _____                            | <input type="checkbox"/> Minority Owned- Self Reported          |
| <input type="checkbox"/> Limited Liability Corporation- Individual                        | <input type="checkbox"/> Limited Liability Corporation- | <input type="checkbox"/> Emerging Small Business- state         |
| Owner's Name _____  | Corporation   | certified   |
|   | <input type="checkbox"/> Limited Liability Corporation- | <input type="checkbox"/> Emerging Small Business- self reported |
|   | Partnership   |   |

**CERTIFICATION:** Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the IRS W-9 instructions)

**Certification Instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct taxpayer identification number. **SIGN HERE:**

**X**

SIGNATURE OF INDIVIDUAL OR COMPANY OFFICIAL AND TITLE

DATE

**ACH – AUTOMATIC DEPOSIT ENROLLMENT**

FINANCIAL INSTITUTION: \_\_\_\_\_ TYPE OF ACCOUNT (Choose one) ☐ Checking ☐ Savings

BANK ABA ROUTING NUMBER: \_\_\_\_\_ DEPOSIT ACCOUNT NUMBER: \_\_\_\_\_

**You MUST send a copy of a voided check or a note from the bank that has the account number AND the routing number for the account which the payments will be deposited into.**

EMAIL ADDRESS REQUIRED (Notice of Payment) \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

**CHECK ONE OF THESE OPTIONS:** ☐ The entire amount of the ACH deposit **IS NOT** deposited to a financial institution outside the U.S. (If this box is checked, sign the form, and return it to EOU at the address below.)  
☐ The entire amount of the ACH deposit **IS ultimately** deposited to a financial institution outside the U.S. (If this box is checked, complete the following Additional Information, sign the form, and return to EOU at the address below.)

**ADDITIONAL INFORMATION (only needed if ACH deposit is ultimately deposited to a financial institution outside the U.S.):**

Person/ Entity receiving the deposit \_\_\_\_\_ Receiver Bank ID No. \_\_\_\_\_

Payment Reason/ Remittance Information \_\_\_\_\_

Receiver's Address (number, street, suite no. \_\_\_\_\_

City, State, and Postal Code \_\_\_\_\_

We hereby authorize Eastern Oregon University, to initiate CREDIT ENTRIES ONLY to our financial institution. We acknowledge that the origination of ACH transactions to our account must comply with the provisions of US law and that this information is to remain in full force and effect until Eastern Oregon University has received written notification from us of termination in such time and such manner as to afford Eastern Oregon University and the Financial Institution a reasonable opportunity to act on it.

SIGNATURE \_\_\_\_\_ TITLE OF REPRESENTATIVE \_\_\_\_\_

DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

☐ I, We are already signed up for ACH with Eastern Oregon University.

☐ I, We choose to **OPT OUT** of ACH with Eastern Oregon University.

**Please return Form to: Eastern Oregon University – Accounts Payable Department Phone: (541)962-3664  
One University Blvd – La Grande, OR 97850 or Fax to (541)962-3889 (No emails please)**

## EASTERN OREGON UNIVERSITY- FOREIGN ALIEN/ ENTITY OR RESIDENT ALIEN

### FOREIGN ALIEN OR ENTITY

Eastern Oregon University is now requiring a W-8 form for all foreign aliens/entities being paid for a service, copyrights, permissions and royalties performed in the United States to conform to IRS regulations. A faxed or emailed copy is not acceptable. The IRS requires Eastern Oregon University to obtain an original completed, signed and dated W-8 form prior to issuing payment. There are four different types of W-8 forms. The Foreign Alien/Entity will need to determine which type of form applies to them; they will need to fill out the appropriate form; and they will need to mail the form to the address below:

The links for the W-8 forms are as follows- (the entity type will determine which form to complete)

<a href="http://www.irs.gov/pub/irs-pdf/fw8exp.pdf">http://www.irs.gov/pub/irs-pdf/fw8exp.pdf</a>	(Form W-8EXP)
<a href="http://www.irs.gov/pub/irs-pdf/iw8exp.pdf">http://www.irs.gov/pub/irs-pdf/iw8exp.pdf</a>	(Instructions Form W-8EXP)
<a href="http://www.irs.gov/pub/irs-pdf/fw8eci.pdf">http://www.irs.gov/pub/irs-pdf/fw8eci.pdf</a>	(Form W-8ECI)
<a href="http://www.irs.gov/pub/irs-pdf/iw8eci.pdf">http://www.irs.gov/pub/irs-pdf/iw8eci.pdf</a>	(Instructions Form W-8ECI)
<a href="http://www.irs.gov/pub/irs-pdf/fw8ben.pdf">http://www.irs.gov/pub/irs-pdf/fw8ben.pdf</a>	(Form W-8BEN)
<a href="http://www.irs.gov/pub/irs-pdf/iw8ben.pdf">http://www.irs.gov/pub/irs-pdf/iw8ben.pdf</a>	(Instructions Form W-8BEN)
<a href="http://www.irs.gov/pub/irs-pdf/fw8imy.pdf">http://www.irs.gov/pub/irs-pdf/fw8imy.pdf</a>	(Form W-8IMY)
<a href="http://www.irs.gov/pub/irs-pdf/iw8imy.pdf">http://www.irs.gov/pub/irs-pdf/iw8imy.pdf</a>	(Instructions Form W-8IMY)

### US RESIDENT ALIEN

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "savings clause." Exceptions specified in the savings clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the savings clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country—generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the savings clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient fact to justify the exemption from the tax under the terms of the treaty article.

**Example:** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S. China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on the exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requestor the appropriate completed Form W-8.

<p><b>Please return W-8 Forms to: Eastern Oregon University – Accounts Payable Department Phone: (541)962-3664</b> <b>One University Boulevard – La Grande, OR 97850</b></p>
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