



EASTERN OREGON
UNIVERSITY

**EASTERN OREGON UNIVERSITY
PERSONAL/PROFESSIONAL SERVICES CONTRACT
CONTRACT # _____**

This Contract is entered into by and between Eastern Oregon University (EOU/Institution) and _____ (Contractor). EOU departmental representative for this Contract is _____ (Department Budget Authority).

1. **Effective Date and Duration.** This Contract shall become effective on _____. Unless earlier terminated or extended, this Contract shall expire on _____. However, such expiration shall not extinguish or prejudice EOU's right to enforce this Contract with respect to: (i) any breach of a Contractor warranty; or (ii) any default or defect in Contractor performance that has not been cured.
2. **Statement of Work.** Contractor will provide the following personal/professional services: _____, further described in Exhibit A.
3. **Consideration.** EOU agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$_____, for accomplishing the work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
4. **Terms and Conditions.** The terms and conditions of this Contract are contained on the following pages titled "Eastern Oregon University Standard Personal/Professional Contract Provisions."
5. **Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Personal/Professional Services Contract, Exhibits A, B, C, (D if travel included) and (RFP# _____ ("Attachment 1") and Contractor's response to RFP # _____ ("Attachment 2")).

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing): _____ **Phone No:** _____

Street Address: _____ **Fax No:** _____

City, State, Zip: _____ **Email:** _____

MWESB Certification # _____ (check one below, if applicable):

- DBE MBE WBE ESB

Business Designation (check one below):

- Corporation Partnership
- Limited Partnership Limited Liability Partnership
- Limited Liability Company Sole Prop.
- Government/Non Profit

Federal Tax ID Number: _____

Above payment information must be provided prior to Contract approval. This information will be reported to the Internal Revenue Services (IRS) under the name and taxpayer ID number submitted. (See IRS Form 1099 for additional instructions regarding taxpayer ID numbers). Information not matching IRS records could subject Contractor to 31% backup withholding.

EASTERN OREGON UNIVERSITY
STANDARD PERSONAL/PROFESSIONAL SERVICES CONTRACT PROVISIONS

- 1. 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 this 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 this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUNDS.** EOU certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of this contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of EOU's reasonable administrative discretion, to continue to make payments under this Contract.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this 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 this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities 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. If Contractor fails or refuses to make any such payments required herein, the appropriate EOU official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
- 5. DISCLOSURE OF SOCIAL SECURITY NUMBER.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. The number is requested pursuant to ORS 305.385 and OAR 150-305-100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.
- 6. 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.
- 7. GOVERNING LAW.** This 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 the performance of this 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 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.**
- 8. HAZARD COMMUNICATION.** Contractor shall notify EOU prior to using products containing hazard 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.
- 9. 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 under this Contract, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the, EOU, 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 acting under this Contract. Contractor shall have control of the defense and settlement thereof, but neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the EOU nor purport to act as legal representative of the EOU or any of its agencies, without first receiving from EOU, authority to act as legal counsel for EOU, nor shall Contractor settle any claim on behalf of the EOU without the approval of the EOU.. EOU reserves all rights to pursue any claims it may have against the Contractor if EOU elects to assume its own defense. Provided, however, the provisions of this **Section 9** do not include indemnification by the Contractor of EOU for the EOU's activities.

10. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the EOU reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, EOU cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of EOU for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that EOU provides its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an individual, Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment, (2) Will not be eligible for any Federal Social Security, State Worker's Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of EOU; (4) Is not currently employed by the Federal Government and the amount charged does not exceed the normal charge for the type of service provided if payment is to be charged against Federal funds and; (5) Must furnish Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax. EOU will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. (Also see Exhibit C.)

11. INSURANCE. Contractor shall provide insurance as indicated on Exhibit B, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. EOU and its officers, agents, and employees shall be included as an additional insured in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months.

12. LIMITATION OF LIABILITIES. Except for liability arising under or related to sections 15(A) or 23(B), neither party shall 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.

13. NOTICES. Except as otherwise expressly provided in this Contract, notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, 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 shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against the EOU, facsimile or email transmission must be confirmed by telephone notice to EOU's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

14. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of EOU. EOU and Contractor intend that such Work Product be deemed "work made for hire" of which EOU shall be deemed the author. If for any reason the Work Product is not deemed "work for hire", Contractor hereby irrevocably assigns to EOU all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as EOU may reasonably request in order to fully vest such rights in EOU. 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.

15. REPRESENTATIONS AND WARRANTIES. (A) Contractor's Representations and Warranties. Contractor represents and warrants to EOU that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. (B) Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

16. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the Section titled "Effective Date and Duration", and Sections 1, 7, 9, 12, 14, 15, 16, and 23.

17. 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.

18. 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 the EOU. In addition to any provisions the EOU may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 9, 14, and 27 as if the subcontractor were the Contractor. EOU's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

19. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

20. TAX COMPLIANCE CERTIFICATION. Contractor hereby affirms, under penalty of perjury as provided in ORS 305.385(6), that, to the best of Contractor's knowledge, the Contractor is not in violation of any of the tax laws described in ORS 305.380(4). For purposes of this certification, "tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

21. TERMINATIONS. (A) This Contract may be terminated at any time by mutual consent of the parties or by EOU at its discretion upon thirty (30) days' notice to the Contractor. (B) In addition, the EOU may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by EOU, if (i) Federal or state laws, rules, regulations or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or EOU is prohibited from paying for such work from the planned funding source; or (ii) Any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. (C) This Contract may also be immediately terminated by EOU for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from EOU, fails to correct such failure within ten business days.

22. TERMINATION DUE TO NONAPPROPRIATION OF FUNDS. If sufficient funds are not provided in future legislatively approved budgets of EOU (or from applicable Federal, state, or other sources or by allotment) to permit EOU in the exercise of its reasonable administrative discretion to continue this Contract, or if EOU or the program for which this Contract was executed is abolished, the EOU may terminate this Contract without further liability by giving Contractor not less than thirty (30) days notice. In determining the availability of funds from the Oregon Legislature for this Contract, EOU may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

23. REMEDIES. (A) In the event of termination pursuant to Sections 21(A) and (B)(i) and 22, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by EOU, less previous amounts paid and any claim(s) which EOU has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to EOU on demand. (B) In the event of termination pursuant to Sections 21(B)(ii) or (C), EOU shall 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 shall be the same as if the Contract was terminated pursuant to Section 21(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless EOU expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to EOU all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon EOU's request, Contractor shall surrender to anyone EOU designates, all documents, research or objects or other tangible things needed to complete the work.

24. 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.

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

26. FOREIGN CONTRACTOR. If the 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, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

27. FORCE MAJEURE. Neither EOU nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, EOU's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

28. WAIVER. The failure of EOU to enforce any provision of this Contract shall not constitute a waiver by EOU of that or any other provision.

29. RECYCLING. In the performance of this Contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

30. CONFLICT OF INTEREST. The Contractor shall not engage in any activity or accept any employment, interest, or contribution that would, or would reasonably appear to, directly or indirectly conflict in any manner or degree with the performance of its services hereunder without EOU's prior written consent. Contractor will request EOU's written consent through the methods provided in Section 13 of this Contract. If EOU does not respond within 14 days of receipt of a request for written approval sent in accord with this section, EOU will have waived their rights to such prior consent solely in regards to the matter for which they received notice but failed to respond.

31. 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 or 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.

Certification: 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; (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 EOU has adopted policies applicable to contractors that prohibit sexual harassment and accept that my company and its employees are required to adhere to the Eastern Oregon University and/or institution's policy prohibiting sexual harassment in their interactions with members of the Eastern Oregon University community. Contractor is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>

SIGNATURES

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this

_____, Contractor		Eastern Oregon University	
Signature	Date	Dean/Budget Authority Signature	Date
Print Name		EOU Contract Officer	Date
Title		EOU Contract Number	

EOU DEPARTMENTAL INFORMATION

INVOICE #	INDEX	ACCT. CODE	ACT. CODE	AMOUNT

It is certified by the agency that the above services have been rendered and that payment therefore is authorized.

Prepared by: _____ Phone Number: _____

EOU Contract Representative Signature: _____

EXHIBIT A – SCOPE OF WORK

PERSONAL/PROFESSIONAL SERVICES CONTRACT
CONTRACT # _____

STATEMENT OF WORK (provide a detailed description of services in the space provided below):

CONSIDERATION

- A. Payment for all work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$_____, except by written approval of EOU. Invoices must be submitted to EOU’s Representative at the following email address: jspencer@eou.edu.
- B. Interim payments shall be made to Contractor following EOU's review and approval of invoices submitted by Contractor. Contractor will also submit copies of other billings for work performed under the Contract when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount set forth above.
- C. Contractor shall not submit billings for, and the EOU will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify EOU's supervising representative in writing thirty (30) calendar days before this Contract expires of the upcoming expiration of the Contract. No payment will be made for any services performed before the beginning date or after the expiration date of this Contract. This Contract will not be amended after the expiration date.
- D. Contractor shall submit monthly billings for work performed. The billings shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expense for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice. Contractor will specifically note in the billing when one-third and two-thirds of the maximum Contract amount, including reimbursable expenses, has been expended. Billings shall be sent to the supervising representative.

TRAVEL AND OTHER EXPENSES (select one):

- Travel and other expenses will not be reimbursed. This is a fixed fee Contract.
- Pre-approved travel and other expenses shall be reimbursed in accordance with the EOU Fiscal Policy Manual (if checked, select one below).
 - Travel and other expenses will be reimbursed within the not-to-exceed amount above.
 - Travel and other expenses will be reimbursed in addition to the not-to-exceed amount above.

**EXHIBIT B – INSURANCE REQUIREMENTS
PERSONAL/PROFESSIONAL SERVICES CONTRACT
CONTRACT # _____**

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

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

General Liability Insurance with a combined single limit, or the equivalent, of not less than (check one);
 \$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

Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than (check one);
 \$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 C – CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR
PERSONAL/PROFESSIONAL SERVICES CONTRACT
CONTRACT # _____**

(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	\$ 16.00	Breakfast:	\$ 18.50	<ul style="list-style-type: none"> No meal per diem is allowed on one day trips. See the EOU link below for the current IRS list of high/low cities. If meals are provided at the meeting or event, no meal per diem is allowed. Agendas are required.
Lunch	\$ 16.00	Lunch:	\$ 18.50	
Dinner	\$ 32.00	Dinner:	\$ 37.00	
Total	\$ 64.00	Total	\$ 74.00	

LODGING

Low-City		High-City		Policy
Nightly lodging rate:	\$ 140.00	Nightly lodging rate:	\$ 223.00	<ul style="list-style-type: none"> Itemized receipts are required for lodging. Lodging tax is reimbursed as a misc. expense.

TRANSPORTATION

Mileage Reimbursed at: \$0.655/mile	<ul style="list-style-type: none"> 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. Mileage is not reimbursable unless one way trip exceeds 25 miles from origin to destination. Mileage will not be reimbursed in addition to fuel receipts or costs associated with rental vehicles.
Rental Vehicles	<ul style="list-style-type: none"> 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.
Ground Transportation	<ul style="list-style-type: none"> Taxicab, train (coach or business class only), and airport shuttle fees will be reimbursed. Receipts are required if over \$25 per item.
Airfare	<ul style="list-style-type: none"> EOU will only reimburse actual economy rate airfare, plus mandatory taxes and fees. Receipts required.

OTHER EXPENSES

Incidental Expenses	<ul style="list-style-type: none"> 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.
Misc. Expenses	<ul style="list-style-type: none"> 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.
Unallowed Expenses	<ul style="list-style-type: none"> 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.
Hosting Expenses	<ul style="list-style-type: none"> 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.

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/>

EOU prefers that requests for travel reimbursement be made by completing the Travel Requisition form.



EASTERN OREGON UNIVERSITY

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:

- U.S. Citizen, U.S. Resident Alien, Foreign Alien or Entity, Non Profit Entity, Limited Liability Corporation- Individual Owner's Name, Individual, Partnership, Corporation, Date of incorporation, Limited Liability Corporation- Corporation, Limited Liability Corporation- Partnership, Woman Owned- State Certified, Woman Owned- Self Reported, Minority Owned- State Certified, Minority Owned- Self Reported, Emerging Small Business- state certified, Emerging Small Business- self reported

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)

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

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