Exercise 1 (Contract Scenarios)

Please review the following scenarios. With small groups, please determine whether a contract exists. Please identify what has created or prevented the creation of a contract. Please feel free to use the lined space provided for notes.

Scenario 1
- A UO Department meets with the owner of a large plot of land.
- They agree that UO Department can place research instruments on the land and in exchange UO will build a fence.
- UO Department and the land owner shake hands

Scenario 2
- UO Department sends a letter to Bethel School District containing the terms of a proposed arrangement.
- UO Department signs the letter and requests that the School District also sign the letter if the terms are acceptable.
- Bethel School District signs the letter and returns it to the Department

Scenario 3
- UO Dept creates a PO with the standard terms and conditions for ten hand radios:
  - UO Dept calls in the order and files the PO in their file cabinet.

After talking with vendor about the intended purchase UO Dept sends PO to the vendor.
This Personal Services Contract ("Contract") is between the University of Oregon ("University") and Contractor indicated below ("Contractor"). University and Contractor are each a "Party" and collectively "Parties."

**Contractor Information**

- Full Legal Name or Business Name: Software 'B' Us, Inc.
- Mailing Address used for Tax Reporting: 123 Perfect Street
- City: Capital City State: Polyanna
- Zip Code: 
- E-mail Address: perfect@email.com
- Office Phone Number: 011 355-999-8877
- Cell Phone Number: (please indicate which phone number is your primary number)

**Contract Term.** This Contract will become effective August 31, 2013, or the date of last signature below, whichever is later. Unless earlier terminated or extended, this Contract will expire on August 31, 2015.

**Contract Fee/Honorarium:**

Check one:
- [ ] Fixed Fee: N/A
- [x] Variable Fee: See Attachment C

**Expenses:**

- University will reimburse Contractor's expenses, including travel, up to the following not to exceed (NTE) amount of: [INSERT TOTAL NTE AMOUNT FOR ALL EXPENSES]. Individual itemized expenses may be revised, but total amount reimbursed may not exceed the NTE listed above.
- University will pay Contractor's expenses directly to third parties, on Contractor's behalf, up to the following not to exceed ("NTE") amount of: [INSERT TOTAL NTE AMOUNT FOR DIRECT PAY].
- Interim payments paid to Contractor (if checked use Attachment C). If this box is not checked only one fee honorarium payment will be made under this Contract.

By my signature below I am accepting the terms and conditions of this Contract and I certify that I am not a University of Oregon employee, I am an independent contractor, and I understand the tax and legal implications of this Contract and that payments under this Contract will be reported on Form 1099.

Signed Name of Contractor ____________________________ Date Signed: ____________________________

Printed Name and Title of Contractor ____________________________ ____________________________

**By:** ____________________________ **Printed Name:** ____________________________ **Date:** ____________________________ **Title:** ____________________________
1. **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.

2. **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.

3. **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.

4. **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; 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.

5. **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.
6. **SUBCONTRACTS AND ASSIGNMENTS.** 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.

7. **LIMITATION OF LIABILITIES.** NEITHER PARTY 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.

8. **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 first 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.

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

10. **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.

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

12. **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.

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

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

15. **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.
16. **OVERDUE ACCOUNT CHARGES.** Payment of overdue account charges by University will be subject to OAR 580-061-0050.

17. **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.

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

19. **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.

20. **COMMUNICATIONS STANDARDS AND ACCESSIBILITY REQUIREMENTS.** Contractor will conform to all applicable Web standards and Web accessibility requirements found at: [http://webcom.uoregon.edu/webstandards](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](http://des.uoregon.edu/uo-style-guide).

21. **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.

22. **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.
STATEMENT OF WORK:

Contractor is renowned for its cutting edge software development. Contractor has successfully automated processes for several businesses.

The goal of this project is to allow for automated paperwork processing that is expected to result in substantial cost savings to University.

Contractor is expected to create program to automate the paperwork processing of Institute of Interstellar Teleportation. This automation will allow paperwork to be processed without the need for manual intervention at key points in the process.

The automation will be based on a dynamic overall architecture with administrative controls capable of responding to a high volume of requests for information and expandable to meet future needs. The project will encompass rule-based outputs comprised of both static and dynamic content, a backend application and a dynamic serve platform combined with an adequate database for driving the process.

Further, the Contractor will assist University in the implementation of the automated paperwork processes and other automated business practices.

Contractor will begin work as of the effective date of the Contract and will complete work by August 31, 2015.
Check all that apply:

☒ Variable Fee. Compensation will be determined by the following rate structure: $500/hour.

☒ Reimbursement (Leaving this box unchecked indicates that no reimbursements will be made under this Contract). Contractor will be reimbursed for the following itemized expenses:
1. Travel expenses related to this project.
2. Administrative expenses related to this project.

To receive these reimbursements (check one):
☐ Contractor will provide receipts or documentation of all expenses to University and will be reimbursed subject to the applicable limits found at the following web address: http://ba.uoregon.edu/content/travel-reimbursement. Any reimbursement under this option will be reported as income on Form 1099 unless Contractor is an individual.
☒ Contractor will fully describe any expenses listed within Contractor's Invoice. Contractor will maintain original receipts. All such payments under this section will be reported by University on Form 1099.

☐ Direct Payment of Contractor Expenses (Leaving this box unchecked indicates that no direct payment by University of Contractor's expenses will be made under this Contract). University will directly pay the following itemized expenses, subject to the applicable limits found at the following web address: http://ba.uoregon.edu/content/travel-reimbursement. Contractor will not be reimbursed for these expenses and these expenses will be included as part of the "Maximum Compensation" amount indicated on the first page of this Contract:
1. [DESCRIPTION OF EXPENSE]
2. [DESCRIPTION OF EXPENSE]

☒ Interim Payments (Leaving this box unchecked indicates that no interim payments will occur.) Interim payments will be allowed. Interim payments will be made according to the following schedule:
- Contractor will bill University monthly for hours worked.
- Final Payment of 10% will be paid to Contractor upon completion and University's acceptance of all work under this Contract.
### UO Department Purchasing Profile
(For Internal Department Use)

<table>
<thead>
<tr>
<th>Function</th>
<th>Title/Authorized Positions (no names)</th>
<th>Approval Dollar Limit (If applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Designated to Commit Department Funds</strong></td>
<td>- Provides internal approval to proceed with department purchase</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Cannot enter into contracts</td>
<td></td>
</tr>
<tr>
<td><strong>Contract for Goods or Trade Services</strong></td>
<td>Either PCS or Level 1 Authorized Contracting Authority</td>
<td></td>
</tr>
<tr>
<td>≤ $5,000 (L1CA)</td>
<td>- Sign UO Purchase Order</td>
<td></td>
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<td></td>
<td>- Electronic approval of FIS P.O. or Verbal approval</td>
<td></td>
</tr>
<tr>
<td>&gt; $5,000 - ≤ $25,000 (L2CA)</td>
<td>Either PCS or Level 2 Authorized Contracting Authority</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Sign UO Purchase Order</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Electronic approval of FIS P.O.</td>
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<tr>
<td></td>
<td>- Sign UO PSC or FUA at any amount</td>
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<tr>
<td><strong>Receive Good/Service</strong></td>
<td>- Sign-off on receiving documents</td>
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<tr>
<td></td>
<td>- Match packing receipt to order</td>
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<tr>
<td><strong>Process Invoice Payment</strong></td>
<td></td>
<td></td>
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<tr>
<td>Verify for each purchase:</td>
<td></td>
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<tr>
<td>- Purchase document</td>
<td></td>
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<tr>
<td>- Receiving document</td>
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<tr>
<td>- Vendor Invoice</td>
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<tr>
<td><strong>Approve Invoices</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Sign-off on vendor Invoice</td>
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</tr>
<tr>
<td><strong>Review and Sign-Off on Monthly Financial Statements for Department</strong></td>
<td></td>
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</tr>
</tbody>
</table>
CONTRACTING AUTHORITY CHEAT SHEET

Level 1 Contract Authority (less than or equal to $5,000)

INCLUDED in Level 1 Contracting Authority:
• Purchase Goods & Trade Services with value of less than or equal to $5,000
  o Using a UO Purchase Order less than or equal to $5,000.
  o Using invoices less than or equal to $5,000
  o Banquet Event Orders under existing PCS approved contract

NOT INCLUDED in Level 1 Contracting Authority:
• Any purchase over $5,000
• Purchase Orders over $5,000
• Any Personal Service Contracts at any value
• Any vendor contracts, invoices, estimates or quotes at any amount
• Any changes to the UO Purchase Order Template
• Any purchase subject to legal review
• Any contract with a current or former OUS employee

Level 2 Contracting Authority (less than or equal to $25,000)

INCLUDED in Level 2 Contracting Authority:
• Purchase goods, trade services and personal services less than or equal to $25,000
• Using specific UO templates:
  o Purchase Order using UO Terms & Conditions
  o Personal Service Contracts using UO Terms & Conditions
  o Facility Use Agreements
  o Incoming Property Loan Agreements
  o Banquet Event Orders under existing PCS approved contract

NOT INCLUDED in Level 2 Contracting Authority:
• Specific UO templates over $25,000
  o Purchase Order
  o Personal Service Contracts
  o Facility Use Agreement
  o Incoming Property Loans
• Any vendor contracts, invoices, or Quotes at any $ amount
• Any changes to the UO templates
• Any contract (including UO templates) subject to legal review
• Any UO custom contracts
• Any contract with a current or former OUS employee
• Any Contract were services will be provided by an individual in a foreign country
Approval/Notification Responsibilities

Approval requests need to include a copy of the contract and a summary of the purchase (information currently captured on the PCS Intake Sheet).

1. **Sponsored Projects Services (SPS) (formerly known as ORSA).**
   a. Any Purchase Order for equipment over $5,000 if using grant funds.
   b. Any other type of contract including Purchase Orders and Personal Services Contract (PSC) of any dollar value if using ARRA grant funds.
   c. Any other type of contract including Purchase Orders for other than equipment and Personal Services Contracts (PSC) if over $25,000 if using grant funds other than ARRA grant funds.
   d. In order to determine if grant funds are being used for a contract:
      i. Any index starting with a “2” or a “3” (e.g. 223001) signifying the use of grant funds.
      ii. Any index starting with any other number (usually a 4) – may require approval if using grant funds.
   e. Must obtain SPS approval prior to signing the Purchase Order or PSC.
   f. Send approval request to SPS – sponsoredprojects@uoregon.edu

2. **Chief Information Officer (CIO).**
   a. Any enterprise-wide technology purchase regardless of dollar value.
   b. Any agreement which will involve any access to UO networks/ systems (e.g. web development) regardless of dollar value.
   c. Any agreement which will involve Web hosting by a third party where the Website to be hosted will have a uoregon.edu address.
   d. Any other purchase of software over $5,000.
   e. Must directly obtain CIO approval prior to signing the agreement.
   f. Send approval request to CIO - itreview@uoregon.edu

3. **Property Control & Surplus Property.**
   a. Any agreement for which we transfer property (permanently or temporarily), through purchase, sale, lease or loan.
   b. If wish to sell or trade UO property, must contact BAO Surplus Property prior to offering property for sale or trade – contact Molly Lockhart, mlockhar@uoregon.edu
   c. If wish to purchase, lease or accept a loan of property, must directly submit to Property Control after completing and signing the contract.
      i. If property is being purchased or loaned at no cost send completed contract to Justin Samudio – jsamudio@uoregon.edu and Molly Lockhart – mlockhar@uoregon.edu
      ii. If property is being acquired under a paid lease or loan send completed contract to Jill Ritz – jritz@uoregon.edu
   d. If wish to loan out UO property, must contact PCS prior to offering property for loan, contract@uoregon.edu
4. **Accounts Payable (AP) – Vendor Set-Up.**
If the agreement is with a contractor that has **not** been set-up in Banner, the contractor must be set up in Banner before payment is made to the contractor.
   a. Contact AP for details on the vendor set-up process which process includes obtaining a UO Substitute W-9 from the contractor.
   b. apbao@uoregon.edu

5. **Accounts Payable (AP) – Foreign Vendors.**
If the agreement is with a foreign person or entity.
   a. Must directly submit the agreement to AP prior to signing the agreement.
   b. Submit approval request to Dan Patten - dpatten@uoregon.edu with cc. to Carmela Kortum – ckortum@uoregon.edu, Sherrie Canfield – sherrie@uoregon.edu, and Joy Germack – jgermack@uoregon.edu.

6. **Marketing & Brand Management.**
   a. Any agreement involving UO trademarks or allowing people to use our image(s)/name.
   b. Any sponsorship agreement.
   c. Any agreement that allows third parties to film or take photographs for distribution off-campus on property owned or controlled by UO
   d. Must directly submit to Trademark Management prior to signing the agreement.
   e. Submit approval request to Matt Dyste - mdyste@uoregon.edu.

7. **Public Safety (Concerts/etc.):**
   a. Any agreement which Public Safety may want to know about, e.g. large concerts or particularly controversial speakers.
   b. Must directly submit to Public Safety prior to signing the agreement.
   c. Submit notification to Herb Horner – hhorner@uoregon.edu and James Stegall jstegall@uoregon.edu.

8. **Public Safety (Security).**
   a. Any agreement involving hiring of security personnel.
   b. Any agreement wherein the Vendor will be providing its own security detail.
   c. Must directly submit to Public Safety prior to signing the agreement.
   d. Submit notification to Herb Horner – hhorner@uoregon.edu and James Stegall jstegall@uoregon.edu.

9. **International Affairs:**
   a. Any agreement involving the international movement of students, where the students **will** receive credits from attending the program.
      i. Must directly submit to International Affairs prior to signing the agreement
      ii. Must have Foreign Study Program Committee approval
      iii. Submit approval request to Sandy Booker– sbooker@uoregon.edu
   b. Any agreement involving the international movement of students, where the students **will not** receive credits from attending the program.
      i. Must directly submit notice of agreement to International Affairs
      ii. Submit notice to Sandy Booker– sbooker@uoregon.edu
10. **Advancement (Gifts).**
   a. Any agreement involving a gift of funds or property to UO.
   b. Gift agreements are processed by Advancement.
   c. Submit to Leslie Wolgamott (lwolg@uoregon.edu) and Paul Elstone (pelstone@uoregon.edu) for review by Advancement.

11. **Utilization of Foundation Funds.**
   a. Any agreement that will use funds originating from a Foundation account
   b. If the proposed use is allowed under state law and UO policy, transfer the funds from the Foundation to a UO index prior to proceeding with the agreement.
   c. If the proposed use is not allowed under state law and UO policy, do not transfer the funds from the Foundation, contact PCS and PCS will work with the department and Foundation to complete the agreement and confirm payment procedures.
   d. Submit notice to: Hilary Hefferlin - hheffer@uoregon.edu

12. **Office of Communications.**
   a. Any agreement with a third party requesting the third party create materials for mass distribution to the general public at large (e.g. websites, posters).
   b. Must directly submit to Office of Communications prior to signing the agreement.
   c. Submit approval request to— Ann Wiens (awiens@uoregon.edu).

13. **Contract with a Current or Former Oregon University System (OUS) Employees.**
   a. Any agreement with a current or former OUS employee.
   b. Please contact PCS prior to proceeding.

14. **Printing and Mailing Services.**
   a. All printing services must be performed by Printing & Mailing Services unless a waiver is obtained from Printing and Mailing Services. Must directly submit printing request to Printing and Mailing Services to determine if Printing and Mailing Services is able to provide the service prior to negotiating or signing the agreement.
   b. Any agreement for mailing services must be approved by Printing & Mailing Services. Must directly submit a request to Printing and Mailing Services to determine if Printing and Mailing Services is able to provide the service prior to negotiating or signing the agreement.
   c. Any agreement for lease or purchase of a copy/scanner/fax/multifunction machine must be approved by Printing & Mailing Services. Must directly submit Production Copier/Printer Acquisition Form to Printing & Mailing Services for approval prior to signing the agreement.
   d. Any agreement for purchase of interior or exterior signage for any UO owned or controlled space.
   e. Submit request to Mark Dixon, Director Printing & Mailing Services - mdixon@uoregon.edu.

15. **Catering Services.**
   a. All catering services on property owned or controlled by UO must be performed by University Catering unless a waiver is obtained from University Catering.
b. Must directly contact University Catering to determine if University Catering is able to provide service or if a waiver will be granted prior to negotiating or signing agreement.
c. Submit University Catering Waiver Form to catering@uoregon.edu.

16. **Temporary Employees from Employment Agencies.**
   a. Must work with Human Resources for these types of appointments
   b. Prior to engaging a temporary employee through an employment agency (such as Personnel Source), you must first confirm if a Qualified Rehabilitation Facility (QRF) is able to provide the staffing you need.
c. For more information, please go to: [http://hr.uoregon.edu/recruitment-employment/temporary-employment/temporary-agency-requests-effective-2013](http://hr.uoregon.edu/recruitment-employment/temporary-employment/temporary-agency-requests-effective-2013)

17. **Furniture Purchases.**
   a. Prior to purchasing furniture, please consult the Furniture Purchase Matrix to determine the next step in initiating the purchase of furniture:
      [http://pcs.uoregon.edu/sites/pcs.uoregon.edu/files/Furniture%20Purchase%20Matrix_PCS_082312.pdf](http://pcs.uoregon.edu/sites/pcs.uoregon.edu/files/Furniture%20Purchase%20Matrix_PCS_082312.pdf)
   b. Any furniture purchases that require delivery or installation may be subject to Bureau of Labor and Industry (BOLI) rates.
c. Must contact Capital Construction to determine if BOLI rates apply to a proposed systems furniture purchase.
d. Submit proposed furniture purchase according to Matrix referenced in 17(a) above.

18. **Vehicle Purchases.**
   a. Any purchase of a motorized vehicle or golf cart.
   b. Contact Mobile Shop to ensure the vehicle passes safety inspection prior to purchase.
c. Submit proposed purchase of vehicle to Michael Hamill, Campus Operations, hamill@uoregon.edu and Bill Kasper - Kasper@uoregon.edu

19. **Faculty Exchange Agreements.**
   a. Please contact PCS before negotiating any agreement with another institution of higher education/governmental entity where all of the following applies:
      i. UO faculty works at the other institution of higher education/governmental entity;
      ii. UO still pays UO faculty member while at other institution of higher education/governmental entity; and
      iii. The other institution of higher education/governmental entity reimburses UO the amount of a UO pays the UO faculty member while the UO faculty member is working for the other institution of higher education/governmental entity.
   b. Please contact PCS before negotiating any agreement with another institution of higher education where UO and the other institution of higher education agree to undertake faculty exchanges (where UO faculty may work at the other institution and other institution faculty may work at UO).
c. Any agreement hiring an individual to provide instruction for UO credit must have Unclassified Personnel Services (UPS) approval. PCS will obtain if UPS approval if PCS is processing the agreement. If exercising Level 2 Signature Authority, submit requests for approval directly to Sonia Potter in UPS at soniap@uoregon.edu
20. **Office of Risk Management (ORM).**
   a. Any questions regarding insurance or waivers of rights.
   b. Approval may be obtained, but is **not required** prior to signing the agreement.
   c. Send questions to ORM - riskmanagement@uoregon.edu

21. **HIPAA Compliance Officer.**
   a. Any HIPAA covered department at UO with matters that may require a Business Associate Agreement (BAA) contact: Debra McLaughlin dmclaugh@uoregon.edu 6-4452 prior to proceeding to signing the agreement.
EMPLOYEE

In recent years, the Internal Revenue Service (IRS) has sought out and imposed severe penalties on companies that treat employees as independent contractors, and which fail to withhold taxes. To avoid the paperwork burden and expense of payroll taxes, some employers inappropriately designate workers "independent contractors." If the IRS determines that the worker is actually an "employee," the person responsible for the collection and payment of withholding taxes may be held personally liable for an amount equal to the taxes that should have been withheld.

The IRS considers 20 questions in determining a worker's status. Meeting just one of the conditions may qualify the worker as an employee. If a company is unable to determine the appropriate designation from the IRS guidelines, the IRS will help. Simply file a Form SS-8 and the IRS will respond with a determination. A summary of the IRS position and the 20 questions are provided below:

IRS Factors and the 20 Questions

3 IRS Factors:
- Behavior Control
- Financial Control
- Relationships of the Parties

An employer must generally withhold income taxes; withhold and pay social security and Medicare taxes; and pay unemployment taxes on wages paid to an employee. An employer does not generally have to withhold or pay any taxes on payments to independent contractors.

To help determine whether an individual is an employee under the common-law rules, the IRS has identified 20 questions that are used as guidelines to determine whether sufficient control is present to establish an employer-employee relationship.

These questions should be considered guidelines. Not every factor is applicable in every situation, and the degree of importance of each factor varies depending on the type of work and individual circumstances. However, all relevant questions are considered in making a determination, and no one factor is decisive. It does not matter that a written agreement may take a position with regard to any questions or state that certain questions do not apply if the facts indicate otherwise.

The 20 questions are categorized under the three IRS factors as follows:

A. Behavioral Control Factors

1. Instructions. An employee must comply with instructions about when, where, and how to work. Even if no instructions are given, the control factor is present if the employer has the right to control how the work results are achieved.

2. Training. An employee may be trained to perform services in a particular manner. Independent contractors ordinarily use their own methods and receive no training from the purchasers of their services.

3. Integration. An employee's services are usually integrated into the business operations because the services are important to the success or continuation of the business. This shows that the employee is subject to direction and control.

4. Services rendered personally. An employee renders services personally. This shows that the employer is interested in the methods as well as the results.

5. Hiring assistants. An employee works for an employer who hires, supervises, and pays workers. An independent contractor can hire, supervise, and pay assistants under a contract that requires him or her to provide materials and labor and to be responsible only for the result.

6. Continuing relationship. An employee generally has a continuing
relationship with an employer. A continuing relationship may exist even if work is performed at recurring although irregular intervals.

7. **Set hours of work.** An employee usually has set hours of work established by an employer. An independent contractor generally can set his or her own work hours.

8. **Full-time required.** An employee may be required to work or be available full-time. This indicates control by the employer. An independent contractor can work when and for whom he or she chooses.

9. **Work done on premises.** An employee usually works on the premises of an employer, or works on a route or at a location designated by an employer.

10. **Order or sequence set.** An employee may be required to perform services in the order or sequence set by an employer. This shows that the employee is subject to direction and control.

11. **Reports.** An employee may be required to submit reports to an employer. This shows that the employer maintains a degree of control.

B. **Financial Control Factors**

12. **Payments.** An employee is generally paid by the hour, week, or month. An independent contractor is usually paid by the job or on straight commission.

13. **Expenses.** An employee's business and travel expenses are generally paid by an employer. This shows that the employee is subject to regulation and control.

14. **Tools and materials.** An employee is normally furnished significant tools, materials, and other equipment by an employer.

15. **Investment.** An independent contractor has a significant investment in the facilities he or she uses in performing services for someone else.

16. **Profit or loss.** An independent contractor can make a profit or suffer a loss.

C. **Relationship of the Parties Factors**

17. **Works for more than one person or firm.** An independent contractor is generally free to provide his or her services to two or more unrelated persons or firms at the same time.

18. **Offers services to general public.** An independent contractor makes his or her services available to the general public.

19. **Right to fire.** An employee can be fired by an employer. An independent contractor cannot be fire so long as he or she produces a result that meets the specifications of the contract.

20. **Right to quit.** An employee can quit his or her job at any time without incurring liability. An independent contractor usually agrees to complete a specific job and is responsible for its satisfactory completion, or is legally obligated to make good for failure to complete it.
INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

A. CONTRACTOR IS INDEPENDENT. (Contractors who are not incorporated complete part A)

I, under penalties of perjury, certify that I am an independent contractor as defined in ORS 670.600 and that the following statements contained in Part A of this attachment are true and correct.

1. If providing services requiring licensure or certification, I certify that I have current and valid licenses or certificates required to provide the services, and I am licensed under ORS Chapter 671 or 701, if necessary.

2. I am customarily engaged in an independently established business as indicated by the occurrence of three (3) or more of the following requirements (Contractor, please check the criteria below that apply):
   ___ A. I maintain a business location that is separate from the University of Oregon. If that location is in a portion of my residence, it is used primarily for my business.
   ___ B. I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
   ___ C. I bear the risk of loss related to my business by doing at least one of the following (check all that apply):
      [ ] I enter into fixed price contracts.
      [ ] I am required to correct defective work I perform.
      [ ] I negotiate indemnification agreements, purchase liability insurance, performance bonds, or “errors and omissions” insurance.
      [ ] I warrant the services I provide.
   ___ D. I provide contracted services for two or more different persons/entities within a period of one year, or routinely engage in business advertising and other marketing efforts reasonably calculated to obtain new business to provide similar services.
   ___ E. I have the authority to hire and fire others to provide or to assist in providing the services.

Contractor Signature: __________________________ Date: ____________

B. DEPARTMENT APPROVAL. (Section B to be completed by Department Head/Director)

ORS 670.600 sets forth the standards for classifying a vendor as an independent contractor. By my signature below I represent that under this contract:

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the University’s right to specify the desired results of the services.

2. The Contractor is responsible for obtaining all business registrations, certifications, and licenses necessary to perform the services.

3. The Contractor is performing services and/or providing goods for remuneration.

Department Signature: __________________________ Date: ____________

Rev. 09/06
Writing an Effective Statement of Work

An effective Statement of Work (SOW) is important to assure agreement, which is one of the basic purposes of a contract. It helps the contractor understand the service expectations and perform the actual work to the satisfaction of the department. Any room left for interpretation increases the potential for misunderstanding and dissatisfaction among all parties. There are several components that should be included in an effective Statement of Work. Depending on the type of services being purchased the components can vary.

The basic components of any statement of work should include:

- Work elements or tasks
- Clearly defined deliverables
- Milestones (tasks that support the deliverables, and when they are due)
- Timeline/timeframe for performance of services
- Detailed description of services (requirements, assumptions, purpose, benefits)
- Clearly defined UO responsibilities and contractor roles
- Fees for services and expense reimbursements
- Payment schedule (fixed, time and material, per unit rate, rate schedule)

Additional things to consider when writing an SOW:

- Acceptance Criteria
- Any post production needs (testing, training, etc.)
- Quality level or performance standards
- Location services will be performed
- Resources, supplies, or equipment needed
- Who will be providing the resources, supplies or equipment

Things that should not be included in an SOW:

- Legal terms and conditions
- Undefined capitalized terms
- Acronyms
- Slangs/industry jargon
- Ambiguous or vague statements
- Conflicting terms to the underlying agreement
- Contractor qualifications

Other reminders:

- Use active voice – the person responsible for performance must be identified
- Use consistent and defined terms representing parties involved in work elements
- Say it once, don’t repeat information using different terms different ways
- Don’t use should, expect, assist, anticipate, or contributes

* See the attached worksheet to help develop and organize your statement of work
PSC Statement of Work Worksheet

Statement of Work

<table>
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<th>Contractor Full Legal Name:</th>
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<td>Contract Start Date:</td>
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<td>Specific Deliverables -</td>
<td>Use Chart Below</td>
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<th>No.</th>
<th>Description of Deliverables/Tasks/Milestones</th>
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<th>Due Date or Estimated Duration</th>
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Additional Expenses:

Payment Schedule: When and how much the Contractor will be paid. Payments may be made based on time, tasks, deliverables, and/or expenses.
Contracts 101

SOW Scenario

Statement of Work Example – Team Building Consultant

Assumptions:

1. The name of the UO department receiving the training is "XYZ Department."
2. There workshops will start on October 6, 2010. The follow-up date is unknown.
3. The follow-up workshop will be for 4 hours.
4. The training provided is being custom created for XYZ Department.
5. The trainer will need drinking water to be available during the classes.
6. Total fees payable are $900 (includes payment for the follow-up meeting).
7. UO will reimburse Contractor for up to $52 per day for per diem, $111 per day for hotel and $200 per flight to Eugene.
8. University will provide all of Contractor’s ground transportation between Airport and Hotel and between Hotel and University.

Contractor will provide a series of team building workshops for University’s XYZ Department. Contractor will discuss and provide XYZ Departmental personnel with tools to improve motivation, trust, stress management, communication and departmental unity. The consultation will include entertaining activities requiring participation of departmental personnel which will illustrate and illuminate the topics covered during the consultation.

The workshops will be from 1:00 pm – 5:00 pm on October 6-8, 2010. A follow-up workshop of 4 hours will be scheduled in April of 2011. The actual date and time for the follow-up workshop will be determined before March 2011. The follow-up workshop will be designed to evaluate how the tools provided during the previous trainings helped improve team building and to discuss how to achieve further improvements.

At least 6 weeks prior to the first workshop and at least 3 weeks prior to the follow-up workshop, Contractor will prepare and send XYZ Department surveys designed to provide information necessary for Contractor to design the workshops. Each XYZ Department personnel will fill out the surveys. University will return the surveys to Contractor at least 2 weeks prior to the scheduled workshops.

Contractor will develop training materials, including Power Point presentation, pamphlets and study guides. Contractor will share all training materials with XYZ Department’s Director at least 1 week prior to the first scheduled workshop and will make modifications as requested.

University will pay Contractor $900 for all consultation fees. Consultation fees include all costs for workshop materials preparation and distribution. University will reimburse Consultant for up to $52/day for per diem for a total of $208 ($52*4), $111/night for hotel expenses for a total of $333 ($111*3) and $200/flight to Eugene for a total of $400 ($200*2).
PERSONAL SERVICES CONTRACT CHECKLIST

☐ Amount of activity including renewals, amendments, travel and reimbursements does not exceed $25,000.

☐ Contract is not being inappropriately split in order to avoid competitive limits or signature authority thresholds.

☐ Confirmed contractor is not a UO employee in Banner.

☐ This agreement does not give rise to issues involving the UO Ethics Policy or conflicts of interest.

☐ Verified contractor's full legal name and entity status with applicable Secretary of State Business Registry (not applicable for contracts with individuals).

☐ All required form-fill fields are completed.

☐ All required contract exhibits are attached.

☐ The statement of work identifies the scope of the project, including any tasks, milestones, deliverables and timelines with enough clarity for an independent third party to ascertain all parties' obligations without the need to go outside of the contract for clarification.

☐ If SPS approval is required it was obtained.

☐ For grant funded Contracts, the following was confirmed:
  ☐ Contractor is not on the Excluded Parties or Debarred Contractors listing.
  ☐ Grant dates cover Contract services period as verified in Banner.
  ☐ Grant funds are available as verified in Banner.
  ☐ Department verified expenditure is allowable, allocable and reasonable.
  ☐ If grant required special terms, those terms are included in the Contract.

☐ All other required approvals were obtained. See Approvals List: https://pcs.uoregon.edu/content/forms

☐ Neither contractor nor department has made any changes to contract or terms and conditions.

☐ If Insurance is required, a Certificate of Insurance and Endorsement was obtained as required.

☐ The employee approving and signing the contract has currently approved Level 2 Contracting Authority.

☐ Contract file for this matter contains all required documentation including, but not limited to the signed contract, this checklist, notes and related communications.

Please contact PCS if you have any questions regarding the PSC process.

By: ______________________

Printed Name: ______________

Date: ______________________

Revised 06/26/2014