 **UNIVERSITY OF OREGON**

**PERSONAL SERVICES CONTRACT**

Contract No. [INSERT UNIQUE # FOR TRACKING OF CONTRACT]

|  |  |
| --- | --- |
| 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.” | Department Name:       |
| Department Address:       |
| Prepared by:       |
| Preparer’s Phone Number:       |
| **Contract Term**. This Contract will become effective [EFFECTIVE DATE], or the date of last signature below, **whichever is later**. Unless earlier terminated or extended, this Contract will expire on [END DATE]. |
| **Contractor Information**Full Legal Name or Business Name:[FULL LEGAL NAME OF CONTRACTOR]Mailing Address used for Tax Reporting:Street/PO Box:      City:       State:      Zip Code:       E-mail Address:      Office Phone Number:      Cell Phone Number:       |
| **Contract Fee/Honorarium**:Check one:[ ]  Fixed Fee: $[INSERT FIXED FEE][ ]  Variable Fee: $[INSERT STRUCTURE]**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.].**Contract Maximum Compensation:** $[INSERT GRAND TOTAL]\*\*[ ]  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.\*Unless boxes are checked reimbursements or expenses will not be paid under this Contract.† All expenses are subject to University’s Travel Policy, including the limitations of University’s published reimbursement rates found at the following web address:<https://www.gsa.gov/travel/plan-book/per-diem-rates>\*\*Contract Maximum Compensation includes the sum of all fees and reimbursements paid to Contractor and all expenses paid by University on behalf of Contractor. Payment will be made to Contractor following University’s review and approval of invoice submitted by Contractor. ***By signing below Contractor accepts the terms and conditions of this Contract and certifies that Contractor is not a University of Oregon employee, Contactor is an independent contractor, and Contractor understands the tax and legal implications of this Contract and that payments under this Contract will be reported on Form 1099.*** |
| **Additional Terms & Attachments****Attachment A:** **University Standard Terms and Conditions** can be found at: <http://pcs.uoregon.edu/content/forms> andis incorporated by this reference and made a part of this Contract.[ ]  Attachment B: **Statement of Work** [ ]  Attachment C: **Compensation**[ ]  Attachment D: **Insurance Requirements**[ ]  Attachment E: Photography Contract Provisions[ ]  Attachment F: Independent Contractor Certification Statement[ ]  Other:      **Statement of Work:**[IF THIS CONTRACT IS FOR A SPEAKER, PLEASE USE THE FOLLOWING FORMAT:Contractor will give a presentation on [TOPIC] on [DATE OR RANGE OF DATES] at/from [TIME] at [LOCATION INCLUDING ROOM NUMBER] with exact date, time, and location to be determined at University's sole discretion.[IF CONTRACTOR IS NOT A SPEAKER, DELETE THE LANGUAGE ABOVE AND INCLUDE TASKS AND DELIVERABLES WITH BENCHMARKS AND TIMELINES STARTING WITH "Contractor will"][PLEASE USE ATTACHMENT B AND TYPE "See Attachment B." HERE IF STATEMENT OF WORK IS LONG] |
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|  |  |
| --- | --- |
| UNIVERSITY  | CONTRACTOR  |
| By:   | By:     |
| Name:   | Name:   |
| Title:   | Title:   |
| Date:   | Date:   |

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**UNIVERSITY OF OREGON**

**PERSONAL SERVICES CONTRACT**

**ATTACHMENT B**

STATEMENT OF WORK:

**UNIVERSITY OF OREGON**

**PERSONAL SERVICES CONTRACT**

**ATTACHMENT C - COMPENSATION**

The maximum compensation under this Contract as indicated on the first page of this Contract includes all fees, honorariums and expenses reimbursed or paid directly on behalf of the Contractor as listed below. Any increase in compensation under this Contract or amendment detailing additional work and/or reimbursements must be preceded by written amendment signed by a University employee with the appropriate Delegated Contracting Authority, as referenced at <https://pcs.uoregon.edu/content/commitment-funds-and-delegated-contracting-authority>, **prior to** Contractor performing any such work or incurring any such reimbursable expenses and prior to the expiration date of this Contract. Payment for all work under this Contract is subject to University Policy IV 09 06 J.

**Check all boxes that apply:**

[ ]  Variable Fee. Compensation will be determined by the following rate structure: [PROVIDE RATE OF PAYMENT, SUCH AS $\_\_\_\_ per deliverable.]

[ ]  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. $ [MAXIMUM AMOUNT REIMBURSED] [DESCRIPTION OF REIMBURSEMENT]

2. $ [MAXIMUM AMOUNT REIMBURSED] [DESCRIPTION OF REIMBURSEMENT]

3. $ [MAXIMUM AMOUNT REIMBURSED] [DESCRIPTION OF REIMBURSEMENT]

To receive these reimbursements (check one):

[ ]  Contractor will provide receipts or documentation of all expenses to University. All expenses are subject to University’s Travel Policy, including the limitations of University’s published reimbursement rates found at the following web address: <https://www.gsa.gov/travel/plan-book/per-diem-rates> . 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, All expenses are subject to University’s Travel Policy, including the limitations of University’s published reimbursement rates found at the following web address: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. 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. $ [MAXIMUM AMOUNT TO BE PAID BY UNIVERSITY] [DESCRIPTION OF EXPENSE]

2. $ [MAXIMUM AMOUNT TO BE PAID BY UNIVERSITY] [DESCRIPTION OF EXPENSE]

3. $ [MAXIMUM AMOUNT TO BE PAID BY UNIVERSITY] [DESCRIPTION OF EXPENSE]

[ ]  Interim Payments (Leaving this box unchecked indicates that no interim payments will occur. If making interim payments, at least 10% of total payment may not be paid until all work is completed.) Interim payments will be allowed. Payment will be made to Contractor following University’s review and approval of billings submitted by Contractor. Interim payments will be made according to the following schedule:

* [PROVIDE A DETAILED SCHEDULE OF PAYMENTS REFERENCING BENCHMARKS AND TIMELINE LAID OUT IN THE STATEMENT OF WORK IF APPLICABLE]
* Contractor will submit invoices to University for review and approval. Invoice documents will clearly identify all work performed, the date the work was completed, and the time to complete the work (if appropriate). University will pay Contractor according to each University-approved invoice.
* Final Payment of [PERCENTAGE OF AT LEAST 10]% will be paid to Contractor upon completion and University’s acceptance of all work under this Contract.

**ATTACHMENT D**

**PERSONAL SERVICES CONTRACT INSURANCE REQUIREMENTS**

**(Only complete when insurance is required)**

**During the term of this Contract, Contractor will maintain in full force at Contractor’s own expense the insurance indicated below and fulfill the following requirements:**

**1.** **General Liability Insurance [ ]  Required by University [ ]  Not Required by University**

Contractor will obtain comprehensive general liability insurance with a broad form CGL endorsement or broad form commercial general liability insurance, with a minimum combined single limit of not less than [ ]  $1,000,000 for each occurrence and $2,000,000 aggregate or [ ]  $2,000,000 for each occurrence and $5,000,000 aggregate covering bodily injury and property damage, and will include personal and advertising injury liability, products liability, and contractual liability coverage for the indemnity provided under this Contract. It will provide that University and officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract.

**2.** **Commercial Auto Liability Insurance: [ ]  Required by University [ ]  Not Required by University**

Commercial automobile liability insurance with a minimum combined single limit of $1,000,000 for each accident and $2,000,000 aggregate for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles, as applicable.

**3.** **Professional Liability Insurance:[ ]  Required by University [ ]  Not Required by University**

Examples to consider: attorney, physician, dentist, counselor, architects, etc. Professional Liability insurance with a combined single limit, or the equivalent, of not less than [ ]  $1,000,000 per occurrence and $2,000,000 aggregate or [ ]  $2,000,000 per occurrence and $5,000,000 aggregate. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this Contract. If this 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. Only a certificate is required.

 **4.** **If in the presence of minors: [ ]  Required by University [ ]  Not required by University**

In addition to the above professional liability insurance requirements, above, Contractor’s professional liability insurance policy will contain provisions for coverage of allegations of corporal punishment, sexual abuse, and molestation.

**5. Insurance; Certificates of Insurance and Endorsements.**

Contractor will obtain insurance policies issued by an insurance company authorized to do business in the State of Oregon with a minimum financial rating of an AM Best rating of A- or higher. Contractor’s liability insurance, except for professional liability insurance, will be arranged on an “occurrence” basis. The Contractor will be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Upon request by University, Contractor must provide to University a Certificate of Insurance from the insuring company evidencing insurance coverage required by this Contract.  The “Description of Operations” must include (using the following exact language) the “**State of Oregon, Board of Trustees of the University of Oregon, and the University of Oregon, their officers and employees”** as additional insured.

**6. Notice of cancellation or change.** Contractor will not cancel, materially change, reduce limits, or fail to renew the insurance coverage(s) without 30-days' written notice from the Contractor or insurer(s) to University, Contract Manager at the following address: 1600 Millrace Dr, Suite 306, Eugene, OR 97403.

ATTACHMENT F

**Independent Contractor Certification Statement**

**This form must be completed if one person will perform all of the contracted work.**

CONTRACTOR CERTIFICATION. (MUST BE COMPLETED by Contractor)

I certify that I am independently employed in accordance with federal and state law, including ORS 670.600, and that the following statements are true and correct:

1. If providing services requiring licenses or certifications, 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 maintain an independently established business and three (3) or more of the following statements are true:

A. My business is operated or headquartered at a separate location from the University (separate locations can include another university). If that location is in a portion of my house, that portion of my house is used primarily for my business.

B. I engage in at least one of the following activities:

* I have provided these services for at least two different clients (this can include the
University) within the past year; **OR**
* I advertise or market the same or similar services that I will perform for the University to promote my business and get new clients.

C. I supply all of my own tools to perform the services.

D. I have the right to hire employees, at my own expense, to help me perform these services for the University. (I may also choose not to use this right).

E. My clients are not responsible for providing me with additional compensation if my costs or losses exceed the amount I am paid for my services. At least one of the following must be true:

* I enter into fixed price contracts.
* I negotiate indemnification agreements or purchase liability insurance, performance bonds,
or “errors and omissions” insurance.
* I guarantee or provide a warranty for the services I provide.
* I am required by contract to correct any defective work I perform.

By signing below, I certify that **Section 1** is true, and *three (3) or more* of the above statements in **Section 2** are true.

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

For more information about answering these questions and how UO determines independent contractor status, please feel free to contact Purchasing and Contracting Services at UOP2help@uoregon.edu.