



**EASTERN OREGON UNIVERSITY
CONSULTANT SERVICES AGREEMENT
CONTRACT # FP-20XX-__**

This Contract is entered into by and between Eastern Oregon University (EOU/Institution) and _____ (Consultant). 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 Consultant warranty; or (ii) any default or defect in Consultant performance that has not been cured.
- 2. Statement of Work.** Consultant will provide the following personal/professional services: _____, further described in Exhibit A.
- 3. Critical Date Schedule.** Parties agree that this Agreement shall be performed according to this following critical date schedule:
- 4. Consideration.** EOU agrees to pay Consultant, from available and authorized funds, a sum not to exceed \$_____, for accomplishing the work required by this Contract. If any interim payments to Consultant are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 5. Terms and Conditions.** The terms and conditions of this Contract are contained on the following pages titled "Eastern Oregon University Consultant Services Agreement Contract Provisions."
- 6. 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 Consultant Services Contract, Exhibits A, B, C, (D if travel included) and (RFP# _____ ("Attachment 1") and Consultant's response to RFP # _____ ("Attachment 2")).

CONSULTANT 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 Consultant to 31% backup withholding.

EASTERN OREGON UNIVERSITY
CONSULTANT SERVICES AGREEMENT
GENERAL CONTRACT PROVISIONS

1. ACCESS TO RECORDS; AUDIT ACCESS. Consultant 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 Consultant 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 Consultant 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. Consultant shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Consultant specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant 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. Consultant further agrees to make payments promptly when due, to all persons supplying to such Consultant, 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 Consultant 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 Consultant 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 Consultant or Consultant's surety from obligation with respect to unpaid claims. Consultant shall promptly pay any person or entity that furnishes medical care to Consultant's employees those sums which Consultant agreed to pay for such services and all money Consultant 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. 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 Consultant 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. **CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSON JURISDICTION OF SAID COURTS.**

8. HAZARD COMMUNICATION. Consultant 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, Consultant shall immediately provide Material Safety Data Sheets for the products subject to this provision.

9. INDEMNITY A. Claims for other than Professional Liability: Consultant shall indemnify, hold harmless and defend the Owner and its officers, trustees, agents, and employees from and against all claims, suits, actions, losses, liability, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities of the Consultant or the Consultants partners, joint ventures, subcontractors, subconsultants, officers, agents, or employees acting under or pursuant to this Agreement or any supplement or amendment hereto. B. Claims for Professional Liability: Consultant shall save, indemnify, and hold harmless the Owner and its officers, trustees, and employees against losses, damages, liabilities, costs and expenses to the extent they are caused by negligent acts, errors, or omissions of the Consultant or its Subconsultants, partners, joint ventures, subcontractors, subconsultants, officers, agents, or employees acting under or pursuant to this Agreement or any supplement or amendment hereto. The Owner understand that the Consultant does not provide legal, tax, or accounting services and the Owner agrees to obtain the advice of legal counsel, accountants, auditors, and other

professional advisors for such matters. C. Owners Defense Requirement: Notwithstanding the foregoing defense obligations of the Consultant, neither the Consultant nor any attorney engaged by the Consultant shall defend any claim in the name of the Owner, nor purport to act as legal representative of the Owner, without the prior written consent of the Owner's General Counsel. The Owner may, at any time at its election assume its own defense and settlement in the event that it determines that the Consultant is prohibited from defending the Owner, that the Consultant is not adequately defending the Owner's interests, or that an important governmental principle is at issue or that it is in the best interest of the Owner to do so. The Owner reserve the rights to pursue any claims it may have against the Consultant if the Owner elects to assume its own defense. D. Owner's Actions: Subsection A and B above do not include indemnification by the Consultant of the Owner for the Owner's activities related to this Agreement.

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. Consultant 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 (except for Worker's Comp and Professional Liability Insurance) 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 Consultant 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. A. Work Product: All work products of Consultant that results from this Contract (the "Work Product") is the exclusive property of EOU. EOU and Consultant 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", Consultant 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. Consultant shall execute such further documents and instruments as EOU may reasonably request in order to fully vest such rights in EOU. Consultant 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. B. Consultant's Use of Work Product: The Consultant, despite other conditions in this Section, shall has a right to utilize such Work Product on its brochures or other literature that it may utilize for its sale and in addition, unless otherwise exempted, the Consultant may use standard line drawings, specifications, and calculations on other related projects. C. EOU Reuse or Modification of Work Product: Any reuse or modification of the Work Product without the Consultant's involvement or prior written consent will be at EOU's sole risk and without liability or exposure to the Consultant. EOU will indemnify the Consultant, or the Consultant's officers, employees, subcontractors, subconsultants, or agents for any liability arising out of or resulting from such reuse.

15. CONSULTANT'S STANDARD OF CARE, PERFORMANCE REQUIREMENTS, REPRESENTATIONS AND WARRANTIES. A. **Standard of Care;** The Consultant shall perform the services in accordance with the professional skill, care, and standards of practice other professionals performing similar services under similar conditions. B. **Performance Requirements:** In addition, consistent with the standard of care, the Consultant shall perform the Services in accordance with the following requirements; 1. The construction budget for the Project is currently estimated at: INSERT CONSTRUCTION BUDGET HERE: TBD 2. Consultant

agrees to fully cooperate with Owner to meet all Project budgets. Owner understands that the Owner understands that Consultant, in providing opinions of probable construction cost, has no control over the cost or availability of labor, equipment, or materials, or over market conditions or Contractor's method of pricing, and that Consultant's opinions of probable construction costs are made on the basis of Consultant's professional judgment and experience. Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from Consultant's opinion of probable construction cost. In the event the Consultant's opinion of probable construction cost exceeds the budget for the Project listed above by any amount during the design or construction phases, in the event Consultant's proposed designs do not address Owner's programmatic needs for the project to Owner's satisfaction, or in the event the bids or negotiated cost of the Work exceed the budget for the Project listed earlier in this Section by more than 10 percent, Consultant, upon notice from Owner and prior to the award of the construction contract, agrees to modify, at Consultant's sole expense, Consultant's Schematic Design documents, Design Development documents or Construction Documents (or with owners approval those portions of those documents where opinions of probable construction costs or bids exceeded the budget or stipulated percentage). Consultant may not avoid its duty to provide design documents, at its expense, that are satisfactory to the Owner's programmatic or budgetary needs by asserting that such modifications to design or construction documents constitute new design work for which it may charge additional fees or costs. This design and/or redesign effort shall constitute Consultant's sole responsibility with respect to its opinions of probable construction cost, and Consultant agrees to cooperate with Owner in revising the Project scope and quality in order to reduce the opinion of probable Construction Cost, or the bids or negotiated price, so that they do not exceed the Project budget. This provision is acceptable based on timely cost estimation provided by the Owner. The Owner has directed the design team to remove third party Cost Estimation from the scope of work to be coordinated by the Consultant. Cost estimates at 100% Design Development and 50% Construction Documents will be necessary to confirm that the project is tracking with the budget. 3. All plans, drawings, specifications, and other documents prepared by the Consultant shall accurately reflect, incorporate and comply with EOU, Local, State, and Federal standards, policies, applicable statutes, rules, regulations, ordinances and other laws which are applicable to the design and construction of the Project, and shall be complete and functional for the purposes intended (except as to any deficiencies which are due to causes beyond the control of the Consultant). 4. All plans, drawings, specifications and other documents prepared by the Consultant pursuant to this Agreement shall accurately reflect the existing conditions for the Scope of Services to be performed. 5. The Project, if constructed in strict accordance with the intent established by such plans, drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility suitable for the purposes of which it was intended. 6. The Consultant shall be responsible for any negligent inconsistencies, errors, or omissions in the plans, drawings, specifications, and other documents. While the Consultant cannot guarantee the various documents required under this Agreement are completely free of all minor human error or omissions, it shall be the responsibility of the Consultant throughout the period of performance under this Agreement to use due care and preform with professional competence. The Consultant will, at no cost to the Owner, correct any and all errors and omissions in the plans, drawings, specifications, and other documents prepared by the Consultant. Except as provided for in Additional Services of this Agreement and at no additional cost to the Owner, the Consultant further agrees to render assistance to the Owner in resolving other problems relating to the design of, or specified materials used in the Project. 7. The Owner's review or acceptance of documents, or authorizations to continue to the next phase of design, bidding process participation, or construction administration, shall not be deemed approval of the adequacy or completeness of the plans, drawings, specifications, or other documents. Any review or acceptance by the Owner will not relieve the Consultant of any responsibility for all Services performed under this Agreement, and agrees that it will be liable for all its negligent acts, errors, or omissions, if any, relative to the Services. **C. Consultants Representations and Warranties:** The Consultant represents and warrants the Owner that: 1. The Consultant has the power, authority, and professional competence to enter into and perform this Agreement. 2. When executed and delivered, this Agreement shall be a valid and binding obligation of the Consultant enforceable in accordance with its terms. 3. The Consultant shall, at all times during this Agreement, be duly professionally licensed to perform the Services and if there is no licensing requirement for the profession or Services, be duly qualified and competent. 4. The Consultant is an experienced professional services firm having the skill, capacity, and professional ability to perform all Services required under this Agreement and to design or administer a project having this scope and complexity. 5. The Consultant has the capabilities and resources necessary to perform the obligations of this Agreement. 6. The Consultant either is, or in a manner consistent with the standard of care set forth in this Agreement, familiar with all current EOU, Local, State, and Federal standards, policies, laws, rules, and regulations which are applicable to the Services performed.

17. SERVICES OF CONSULTANT'S SUBCONSULTANTS. The subconsultants shall be paid by the Consultant out of the Consideration, and the Parties, including subconsultants, understand and agree EOU has no direct or indirect contractual obligation or other legal duty to pay the Consultants or ensure that the Consultant makes full and timely payment to the subconsultants for subconsultant services rendered on the Contract. Services performed by the Consultant through the subconsultants shall be included on the Consultants invoices at the Consultants cost, without markup. The Consultant shall provide EOU copies of the subconsultants invoices submitted to the Consultant, along with the Consultants request for payment that are submitted to EOU under this agreement.

17. 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.

18. 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.

19. SUBCONSULTANTS AND ASSIGNMENTS. Consultant shall not enter into any subcontract 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, Consultant 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 Consultant. EOU's consent to any subcontract shall not relieve Consultant of any of its duties or obligations under this Contract.

20. 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.

21. TAX COMPLIANCE CERTIFICATION. Consultant hereby affirms, under penalty of perjury as provided in ORS 305.385(6), that, to the best of Consultant's knowledge, the Consultant 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.

22. 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 Consultant. (B) In addition, the EOU may terminate this Contract effective upon delivery of notice to Consultant, 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 Consultant 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) Consultant fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Consultant 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.

23. 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 Consultant 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.

24. REMEDIES. (A) In the event of termination pursuant to Sections 21(A) and (B)(i) and 22, Consultant'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 Consultant. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant 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 Consultant 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, Consultant shall immediately cease all activities under this Contract, unless EOU expressly directs otherwise in such notice of termination. Upon termination of this Contract, Consultant 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, Consultant shall surrender to anyone EOU designates, all documents, research or objects or other tangible things needed to complete the work.

25. NO THIRD PARTY BENEFICIARIES. EOU and Consultant 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.

26. TIME TO PERFORM. Consultant shall perform its services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly process of the Project. Notwithstanding, the Consultant will not be responsible for damages due to delays that are beyond the Consultant's reasonable control.

27. FOREIGN CONSULTANT. If the Consultant is not domiciled in or registered to do business in the State of Oregon, Consultant 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 Consultant shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

28. FORCE MAJEURE. Neither EOU nor Consultant 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 Consultant's reasonable control. Consultant 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.

29. 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.

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

31. CONFLICT OF INTEREST. The Consultant 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. Consultant 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.

32. MERGER. This contract constitutes the entire agreement between the parties with respect to the subject matter. 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. Consultant, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Consultant 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 Consultant as defined in ORS 670.600; (d) certify that I am authorized to act on behalf of Consultant; (e) the statements contained in Exhibit C attached hereto are true and correct; and (f) understand that EOU has adopted policies applicable to Consultants 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.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Contract as of the dates written below.

_____, Consultant		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
CONSULTANT SERVICES AGREEMENT
CONTRACT # _____

STATEMENT OF WORK (provide a detailed description of services in the space provided below and/or as an attachment A1 as provide by the Consultant):

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 address: One University Boulevard, La Grande, OR, 97850.
- B. Interim payments shall be made to Consultant following EOU's review and approval of invoices submitted by Consultant. Consultant 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. Consultant 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 Consultant performs work subject to the amendment. Consultant 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. Consultant 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 Consultant prior to the current invoice. Consultant 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
CONSULTANT SERVICES AGREEMENT
CONTRACT # _____

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

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

Consultant, its subconsultants, 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 negligent error, omission or 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 Consultant'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 Consultant 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 Consultant 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 Consultant 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
CONSULTANT SERVICES AGREEMENT
CONTRACT # _____**

(All Consultants/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).

Consultant Signature: _____

Date: _____

**EXHIBIT D – EOU CONTRACTOR TRAVEL REIMBURSEMENT POLICY
CONSULTANT SERVICES AGREEMENT**

CONTRACT # _____

Per <https://www.eou.edu/busserv/travel/>