This Personal/Professional Services Contract (“Contract”) is between Western Oregon University (“University”) and       (“Contractor”). University and Contractor are each a “Party” and collectively “Parties.” University’s supervising representative for this Contract is      .

**1. Effective Date and Duration.** This Contract shall become effective on the date on which it has been signed by all parties. Unless earlier terminated pursuant to the terms and conditions of this Contract, this Contract will terminate when University accepts Contractor’s completed performance of the work described in Exhibit A or      , whichever date occurs first. Termination of this Contract does not extinguish or prejudice University’s right to enforce this Contract with respect to any term or condition of the Contract that survives termination.

**2. Statement of Work.** Contractor will provide to the University the work described in Exhibit A, including the delivery schedule for the work, contained in Exhibit A, attached hereto and by this reference made a part hereof.

**3. Consideration.** University agrees to pay Contractor the following for performing the work described in Exhibit A:

(check one or more of the following)

**​​****​** an amount equal to or not to exceed $

**​​** an annual amount equal to $     to be paid each year on

**​​​** an hourly rate of $     , but not to exceed a maximum of $

**​​****​** reimbursement of allowable expenses of $

**​​****​** compensation described on Exhibit A

The total maximum paid to Contractor pursuant to this Contract, including all amounts described above and on Exhibit A, will not exceed: $     .

If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

**4. Terms and Conditions.** This Contract is subject to the attached Western Oregon University Standard Terms and Conditions.

**5. Travel and Other Expenses.** Reimbursement of travel and other expenses is allowed only as provided in Exhibit A and only at University travel reimbursement rates.

**6. Contract Documents.** This Contract consists of and is subject to the terms and conditions contained in the following attached documents, which are listed in order of precedence and are incorporated by reference: (i) this Personal/Professional Services Contract, (ii) Exhibits      , (iii) the Standard Terms and Conditions, and (iv) (FOR BARB’S USE)[not applicable] OR [Exhibit \_\_\_\_\_\_ is the Contractor’s template terms and conditions, which are incorporated into this Contract to the extent it does not conflict with the other documents listed here. In the event that there is a conflict, the University’s the terms and conditions of the other documents will prevail]

**CONTRACTOR INFORMATION AND CERTIFICATION**

**Name (Full Legal Name of Business or Individual):**      

**Address:**

**Phone Number:**       **Email Address:** 

The payment information above must be provided prior to Contract approval. This information will be reported to the Internal Revenue Service (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 cause payments to Contractor to be subject to 31% backup withholding.

**Certification:** The Contractor certifies that (a) the Contractor has provided the University with a Substitute W-9 with my correct taxpayer ID (or I am waiting for the number to be issued to me) and (b) the Contractor is not subject to backup tax withholding because (i) I am exempt from backup withholding, (ii) I have not been notified by the IRS that I am subject to backup withholding, or (iii) the IRS has notified me that I am no longer subject to backup withholding.

The Contractor (a) agrees to perform the work described in Exhibit A in accordance with this Contract, (b) certifies that it is / they are not in violation of any Oregon tax laws; (c) certifies that it is / they are an independent contractor as defined in ORS 670.600; and (d) the undersigned is authorized to sign this Contract on behalf of Contractor.

**Signed by Contractor:**

Signature/Title Date

**UNIVERSITY AND OTHER SIGNATURES**

Budget Authority Date Contract Authority Date

**(This Page for University Use Only)**

**University Contract Number:**       **Vendor Code (V#):**       **Invoice #:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Form Prepared by:**       **Phone Number:**

Payment Received by: Department Approval:

**EXHIBIT A**

**WESTERN OREGON UNIVERSITY**

**PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**Contractor:**       **Contract #**

**STATEMENT OF WORK:**

a.       [If the statement of work is established in an attached document provided by the Contractor, please state that here. For example: Contractor will perform the work described in Exhibit \_\_\_ attached to this Contract.]

Please include University’s contract number —       — on all invoices for work performed under this Contract.

b. Delivery Schedule:

**CONSIDERATION:**

a. Payment for all work performed under this Contract shall not exceed the total maximum stated on page 1 of this Contract. This amount includes any travel and other expense reimbursement indicated in this Contract.

d. Contractor will submit monthly invoices for work performed, unless otherwise agreed by the University. The invoices must describe all work performed with particularity and by whom it was performed. Invoices must also itemize and explain all expenses for which reimbursement is requested. Invoices must also include the total amount billed to date by Contractor prior to the current invoice. Contractor will specifically note in the invoices when one-third or two-thirds of the total maximum compensation, including expense reimbursement, has been billed. Invoices must be sent to the University’s supervising representative named on page 1.

b. The University will make Interim payments to Contractor only after the University has received and approved invoices associated with the payments. Contractor will also submit copies of invoices for work performed under the Contract even if those invoices are to be paid by other parties; however, these other invoices are not subject to the total maximum compensation stated on page 1.

c. Contractor will not submit invoices for, and University will not pay, any amount in excess of the total maximum compensation amount stated on page 1. If the total maximum compensation amount is increased by amendment of this Contract, the amendment must be fully signed and effective before Contractor performs work subject to the amendment. Contractor must notify University's supervising representative in writing at least thirty (30) calendar days before this Contract expires of the upcoming expiration of the Contract. No payment will be made for any services performed after the expiration date of this Contract.

e.       [Add more detail in this field if necessary. For example, additional detail regarding the allowed expenses specified on page 1, additional detail regarding permissible travel expenses, amounts paid for each phase of a project, etc.]

**TRAVEL AND OTHER EXPENSES:**

Please select one:

Travel and other expenses of the Contractor, if any, will be reimbursed at University-authorized rates and are included in the total maximum compensation limit stated on page 1 of this Contract.

Travel and other expenses of the Contractor, if any, will not be reimbursed under this Contract.