ATTACHMENT C to RFP 2021-XX

BUSINESS SERVICES - PROCUREMENT AND CONTRACTING

1250 Siskiyou Blvd, Ashland, Oregon 97520
T 541-552-6319 | **F** 541-552-6337

Personal/Professional Services Contract

For Services Over $25,000

This contract is between Southern Oregon University, a university with a governing board, hereafter called INSTITUTION and

_____, hereafter called CONTRACTOR.

Institution'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 every party hereto and, in some instances may require approval of another State agency. Unless earlier terminated or extended, this contract shall expire on _____. However, such expiration shall not extinguish or prejudice Institution's right to enforce this contract with respect to: (i) any breach of a Contractor warranty; or (ii) any default or defect in Contractor performance that has not been cured.

2. Statement of Work. Contractor will provide the following personal/professional services:

.

or Contractor's statement of work, including the delivery schedule for the work, contained in Exhibit A, attached hereto and by this reference made a part hereof.

3. Consideration.

a) Institution agrees to pay Contractor, from available and authorized funds, a sum not to exceed $ _____ (Or the hourly rate of $ _____) for accomplishing the work required by this contract. The maximum, not-to-exceed compensation payable to Contractor under this contract is $ _____ , not including any allowable expenses of $ _____

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

4. Terms and Conditions. The terms and conditions of this contract are contained on the following page titled "Personal/Professional Services Contract-Standard Contract Provisions."

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

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: the Personal/Professional Services Contract, Exhibits A, B, and C and other requirements set forth in Exhibits ___ and ___.

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing): _____

Address: _____ Fax No. _____

Citizenship, if applicable: Non-resident alien: ☐ YES ☐ NO

Business Designation: (Check one):

☐ Corporation ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership ☐ Sole Proprietorship

☐ Governmental/Non-Profit ☐ Limited Liability Company

MWESB Certification #: _____

☐ DBE ☐ MBE ☐ WBE ☐ ESB

Federal Tax ID#: _____ or SSN#: _____

SAMPLE

(rev. 8/16)

1250 Siskiyou Blvd, Ashland, Oregon 97520
T 541-552-6319 | **F** 541-552-6337

Personal/Professional Services Contract

For Services Over $25,000

CONTRACTOR DATA AND CERTIFICATION (continued)

Above payment information 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 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31 % backup withholding.

Certification: 1, 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. 1, the undersigned also (a) agree to perform the work required by Exhibit A in accordance with the terms and conditions (as listed on the attached Exhibit B); (b) certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; (c) certify that I am an independent contractor as defined in ORS 670.600; (d) certify that I am authorized to act on behalf of Contractor and (e) the statements contained in Exhibit C attached hereto are true and correct; and (f) understand that the Institution has adopted policies prohibiting sexual harassment in their interactions with members of the SOU community.

Signed by Contractor: _____ _____ _____
Signature Printed Name Date

_____
Title

Approved by Institution:
SOU Budget Authority: _____ _____ _____
Signature Printed Name Date

SOU Business Services
Contracts Officer: _____ _____ _____
Signature Printed Name Date

Institution Document Number: _____

Index Code	Account Code	Activity Code (if applicable)	Amount
			$
			$
			$
		Total	$

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

.

SAMPLE

(rev. 8/16)

1250 Siskiyou Blvd, Ashland, Oregon 97520
T 541-552-6319 | **F** 541-552-6337

Personal/Professional Services Contract

For Services Over $25,000

EXHIBIT A

Contractor: _____ **Contract #** _____

STATEMENT OF WORK:

.

DELIVERY SCHEDULE:

.

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 $ _____ , not including any travel and other expense reimbursement.

b. Interim payments shall be made to Contractor following Board's review and approval of billings submitted by Contractor. Contractor will also submit copies of other billings for work performed under the contract when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount set forth above.

c. Contractor shall not submit billings for, and Institution will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify Institution's supervising representative in writing thirty (30) calendar days before this contract expires of the upcoming expiration of the contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.

d. Contractor shall submit monthly billings for work performed. The billings shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice. Contractor will specifically note in the billing when one-third and two-thirds of the maximum contract amount, including expense reimbursement, has been expended. Billings shall be sent to the supervising representative.

TRAVEL AND OTHER EXPENSES:

Travel and other expenses of the Contractor shall be reimbursed by Institution at State of Oregon rates, and must be submitted separately on a Travel Expense Report form to Business Services.

SAMPLE

1250 Siskiyou Blvd, Ashland, Oregon 97520
T 541-552-6319 | **F** 541-552-6337

Personal/Professional Services Contract

For Services Over $25,000

EXHIBIT B
INSURANCE

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

1. **Required by Institution of Contractor with one or more workers, as defined by ORS 656.027.**

   Workers' Compensation: Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this contract are subject employers under the Oregon Worker's Compensations 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 656.126.

2. ☒ **Required by Institution** ☐ **Not required by Institution.**

   Professional Liability insurance with a combined single limit, or the equivalent, of not less than

   ☐ $200,000 ☐ $500,000 ☒ $1,000,000 or ☐ $2,000,000 for each claim, incident or occurrence.

   This is tocover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

3. ☒ **Required by Institution** ☐ **Not required by Institution.**

   General Liability insurance with a combined single limit, or the equivalent, of not less than

   ☐ $200,000 ☐ $500,000 ☒ $1,000,000 or ☐ $2,000,000 for each occurrence for Bodily Injury and Property Damage.

   It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the State of Oregon, Institution and divisions, officers, and employees are Additional Insured's but only with respect to the Contractor's services to be provided under this contract.

4. ☒ **Required by Institution** ☐ **Not required by Institution.**

   Automobile Liability insurance with a combined single limit, or the equivalent of not less than

   ☒ Oregon Financial Responsibility Law (ORS 806.060) ☐ $200,000 ☐ $500,000 or ☐ $1,000,000

   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 insurance coverage required by this contract, the Contractor shall furnish an endorsement from the insurance company naming the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Southern Oregon University, its officers and employees as additional insured's with respect to the work of this contract. Endorsement must be mailed to the name/address noted below (in #6). Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to Institution at the following address:

   SOU Business Services
   Attn: Treasa Sprague
   1250 Siskiyou Blvd. Ashland, OR 97520

SAMPLE

1250 Siskiyou Blvd, Ashland, Oregon 97520
T 541-552-6319 | **F** 541-552-6337

Personal/Professional Services Contract

For Services Over $25,000

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she meets the following standards:

1. Registered under ORS Chapter 701 to provide services for which such registration is required.
2. Filed all federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for services performed as an independent contractor in the previous year.
3. Furnish the tools or equipment necessary for the contracted labor services.
4. Authority to hire and fire employees who perform the labor or services.
5. Represent to the public that the services are to be provided by independently established business as four (4) or more of the following circumstances exist. **Check four or more of the following:**

☐ A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.

☐ B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership.

☐ C. Telephone listing is used for the business that is separate from the personal residence listing.

☐ D. Services are performed only pursuant to written contracts.

☐ E. Services are performed for two or more different persons within a period of one year.

☐ F. I assume financial responsible for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the services to be provided.

Contractor Signature: _____ Date: _____

SAMPLE

ATTACHMENT A

SERVICES CONTRACT
STANDARD CONTRACT PROVISIONS

1. ACCESS TO RECORDS. Contractor will maintain records, sufficient to accurately document its performance of this Contract. University will have access to such records of Contractor for thepurpose of determining compliance with this Contract. Contractor will retain all such records, for a minimum of six years following final payment under or termination of this Contract, or such longer period as may be required by applicable law or to conclude any audit, review, or controversy.

2. INDEMNITY FOR INFRINGEMENT CLAIMS. EXCEPT TO THE EXTENT ARISING FROM MATERIALS PROVIDED TO CONTRACTOR BY UNIVERSITY, WHICH MATERIALS ARE UTILIZED BY CONTRACTOR IN THEIR UNALTERED FORM AND WITHOUT LIMITING THE GENERALITY OF THE INDEMNIFICATION CLAUSE REFERENCED IN THE HOLD HARMELSS SECTION BELOW, CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS UNIVERSITY AND ITS GOVERNING BOARD, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE DELIVERABLES INFRINGE ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY. The indemnity under this Section will not apply to the extent such alleged or actual infringement arises as a result of (i) modifications of such work made by University which were not approved by Contractor, or (ii) Contractor's compliance with any of University's designs, specifications or instructions. In the event that a court of competent jurisdiction determines in a final, non-appealable order that the work is infringing in a manner for which Contractor is obligated to indemnify University pursuant to this Section, Contractor will, at its option, (1) procure for University the right to continue using such infringing work; (2) replace the infringing work with a non-infringing item of like form, fit or function; or (3) modify the work so that it no longer infringes.

3. HOLD HARMLESS. Contractor will be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from any act or omission of Contractor, its subcontractors, agents, or employees. Contractor will indemnify and hold harmless University, its governingboard and their directors, officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the acts or omissions of Contractor or its subcontractors, officers, agents, or employees.

4. INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of the Contract either comprehensive general liability insurance with broad form CGL endorsement or commercial general liability insurance with a minimum limit of $2,000,000 per occurrence and auto liability insurance with a minimum limit of $2,000,000 per occurrence, each with annual aggregate limit of $3,000,000. 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. Southern Oregon University, and its governing board, officers and employees shall be included as an additional insured in said insurance policy. If any of the liability insurance is arranged on a "claims made basis," then "tail" coverage will be required at the completion of the Contract for duration of twenty-four (24) months. University may require that the Contractor furnish the University with certificate(s) of insurance as evidence of insurance coverage before commencing work under the Contract.

5. INDEPENDENT CONTRACTOR STATUS. The services 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. Notwithstanding the generality of the foregoing and for the avoidance of doubt, Contractor will not be working under the direction and control of University, and this Contract is non-exclusive for both parties.

6. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract ("Work Product") is the exclusive property of University. University and Contractor intend that such Work Product be deemed "work made for hire" of which University will be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor by this Contract irrevocably assigns to University all its right, title,and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor will execute such further documents and instruments as University may reasonably request in order to fully vest such rights in University. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

7. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants that (1) Contractor has the power and authority to enter into and perform this Contract; (2)The individual signing for Contractor is authorized to execute this Contract on behalf of Contractor; (3) This Contract, when executed and delivered, will be a valid and binding obligation of Contractor, enforceable in accordance with its terms; (4) The work under this Contract will be performed in a good and workmanlike manner and in accordance with the highest professional standards; (5) Contractor will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work; and (6) Contractor's name, as it appears in this Contract, is Contractor's legal name, as it willappear in the Contractor's W-9, and if Contractor is an entity rather than an individual that the entity named in this Contract is validly existing and in good standing. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

8. 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

SAMPLE

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 qualified individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

9. 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 if: (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 within the time specified in this Agreement or any extension of 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, fails to correct such failures within 10 days or such longer period as University may determine at University's sole discretion. In addition to the right to terminate, in the event of a default by Contractor under this section, University will have all other rights and remedies at law or in equity.

10. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS. University may terminate this Contract upon written notice to Contractor if it has not: (a) Received from the Oregon Legislative Assembly appropriations, limitations or expenditure authority, or (b) Received allotments from the Higher Education Coordinating Commission or allotments pursuant to ORS Chapter 291, sufficient to allow University, in the exercise of itsreasonable administrative discretion, to pay the amounts of this Contract.

11. REMEDIES. (a) In the event of termination pursuant to Section 9(b), 9(c)(i), or 10, Contractor's sole remedy will be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by University, less previous amounts paid and any claim(s) which University has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor will pay any excess to University upon demand. (b) In the event of termination pursuant to Sections 9(c)(ii) or (d), University will have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under these subsections, the rights and obligations of the Parties will be the same as if the Contract was terminated pursuant to Section 9(b). (c) Upon receiving a notice of termination of this Contract, Contractor will immediately cease all activities under this Contract, unless Universityexpressly directs otherwise in writing. Upon termination, Contractor will deliver to University all Work Product, documents,information, works-in-progress and other materials that are or would be deliverables or otherwise the property of University had the Contract been completed. Upon University's request, Contractorwill surrender to anyone University designates, alldocuments, research or objects or other tangible things needed to complete the work.

12. SUBCONTRACTS AND ASSIGNMENTS. Notwithstanding anything in Sections 3, 8, or any other reference to subcontractors in this Contract, 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 discretion. As a condition to requesting prior written approval, Contractor must provide a written copy of any such proposed assignment orsubcontract 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 incontravention of this Section will be null and void.

13. CONFLICT OF INTEREST. Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner with or prohibit Contractor's full performance of this Contract.Contractor also covenants that in the performanceof this Contract no person having any such interest will be employed. Contractor further covenants that its performance of this Contract will not cause any employee or volunteer of University to violate ORS Chapter 244.

14. LIMITATION OF LIABILITIES. UNIVERSITY 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.

15. WARRANTIES. Unless otherwise stated, all equipment shall be new and current models and shall carry full factory warranties. Contractor warrants all goods delivered to be free from defects in labor, material, and manufacture and to be in compliance with bid specifications. All implied or express warranty provisions of the Uniform Commercial Code (ORS, Chapter 72) are incorporated in this Contract. All warranties shall run to the State.

16. 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

SAMPLE

machine. To be effective against University, such facsimile transmission must be confirmed by telephone notice to University's supervising representative. Anycommunication or notice by personal delivery will be deemed to be given when actuallydelivered.

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

18. COMPLIANCE WITH APPLICABLE LAW. Contractor will comply with all applicable federal, state, and local laws, ordinances, regulations, and University policies. Contractor also agrees to comply with all applicable laws prohibiting discrimination on the basis of race, sex, national origin, religion, age, sexual orientation, status as a veteran, or handicap.

19. WORKERS' COMPENSATION. Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in 656.126.

20. GOVERNING LAW; JURISDICTION; VENUE. This Contract will be governed and construed in accordance with the laws of the Stateof Oregon without regard to principles of conflicts of law. Any claim, action, or suit between University and Contractor will be brought and conducted solely and exclusively within a Circuit Court located in Jackson County, Oregon. However, if any claim, action, or suit must be brought in a federal forum, it will bebrought and conducted exclusively in the UnitedStates District Court for the District of Oregon. In no event will any part of this Contract be construed as a waiver by University of its sovereign and governmental immunities. BY EXECUTION OF THIS CONTRACT, CONTRACTOR CONSENTS TO IN PERSONAM JURISDICTION OF SUCH COURTS.

21. ATTORNEY FEES. In the event a lawsuit of any kind is instituted on behalf of the University to collect any payment due or to obtain performance of any kind under this Contract, Contractor shall pay such additional sums as the court may adjudge as reasonable attorney fees plus all costs and disbursements at trial and on any appeal.

22. PAYMENT. Payment for completion of State of Oregon public university contracts is normally made within 30 days following the date the entire order is delivered and accepted or the date the invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to a maximum rate of two-thirds of one percent per month on the outstanding balance (ORS 293.462).

23. 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 aminimum of 30% post-consumer waste.

24. HAZARD COMMUNICATION. Contractor will notify University prior to using productscontaining hazardous chemicals to whichUniversity employees may be exposed. Productscontaining hazardous chemicals are thoseproducts defined by Oregon Administrative RulesChapter 437.

25. SAFETY AND HEALTH REQUIREMENTS. Equipment and services supplied shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements including those of the State Workers' Compensation Department.

26. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to the University except as to latent defects, fraud, and Contractor's warranty obligations.

27. INSPECTIONS. Goods furnished under this Contract shall be subject to inspection and test by the University at times and places determined by it. If the it finds goods furnished to be incomplete or not in compliance with bid specifications, the University may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the University, the University may cancel the order in whole or in part.

28. SURVIVAL. All provisions of this Contract that would reasonably be expected to survive its termination will do so.

29. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with 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 one that achieves the economic, legal and commercial objectives of the unenforceable provision to the greatest extent possible.

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

31. ECONOMIC OPPORTUNITIES. Contractor will, when applicable, have made good faith efforts to work with or obtain materials to be used in performing the Contract from minority-owned, women-owned, and emerging small business enterprises.

32. FOREIGN CORRUPT PRACTICES. Contractor shall comply with all applicable laws relating to anti-corruption or anti-bribery, including, but not limited to, the requirements of the ForeignCorrupt Practices Act of 1977, as amended,(FCPA)(15 U.S.C. §§78dd-1, et. seq.), regardlessof whether contractor is within the jurisdiction of the United States. Contractor shall not, either directly or indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from the University to a public official or any person in violation of the FCPA and/or inviolation of any applicable local laws relating to anti-corruption or anti-bribery.

33. FEDERAL PROVISIONS. If this Contract is federally funded in whole or in part, Contractor must comply with all applicable provisions of theOffice of Management and Budget's UniformAdministrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.Further, if Federal Funding Accountability andTransparency Act (FFATA) applies, Contractor is required to submit certain information to University. If Contractor fails to timely submit such required information, University reserves the right to cancel this Contract or, if work has been performed, withhold payment until such required submittals have been received.

34. EXCLUSIVITY. University is not bound by exclusivity provisions.

35. DUAL PAYMENT. Contractor will not be compensated by any other party for work under this Contract.

36. 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

SAMPLE

gives, is intended to give, or will be construed to give any benefit or right, whether directly or indirectly, to third persons unless such persons are individually identified by name and expressly described in this Contract as intended beneficiaries.

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

38. FEDERAL TAX IDENTIFICATION NUMBER. All Contractors must furnish upon request a federal tax identification number to Southern Oregon University. Failure to provide this information could result in invoice payments being withheld.

39. FOREIGN CONTRACTOR. If Contractor is not domiciled or registered to do business in the State of Oregon, Contractor will provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Contractor will demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

40. 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 cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of the Contract.

41. WAIVER. The failure of University to enforce any provision of this Contract will not constitute a waiver by University of that or any other provision.

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

43. 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.

44. ACCESSIBILITY REQUIREMENTS. Contractor will conform to all applicable Web standards and Web accessibility, specifically WCAG 2.0 (Level A).

45. CONFIDENTIAL INFORMATION. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to University or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of University and of State ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell assigned, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than in the performance of the Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor agrees that Contractor will not at any time during or after the term of this Contract disclose, directly or indirectly, and Confidential Information to any person, and that upon termination of this Contract, or at University's request, Contractor will turn over to University all documents, papers and other material in Contractors' possession which contain Confidential Information.

46. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT. Contractor agrees to protect confidentiality of student information and to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations, specifically 20 U.S.C. 1232g, 34 C.F.R. § 99.1 et seq., UO Policy 571- 020, with respect to any redisclosure of personally identifiable information from education records obtained from the University.

47. AMBIGUITIES. Each party has participated fully in the review and revision of this Contract and neither party shall be considered the "drafter" for the purposes of any rule of construction that might cause any provision to be construed against the drafter of the Contract.

48. OREGON PUBLIC RECORDS LAW Contractor hereby acknowledges that any information it discloses to University, any duty of the University to maintain the confidentiality of such information, or any duty of the University to destroy records upon completion of use, is subject to the provisions of the Oregon Public Records law.

49. 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.

50. ORDER OF PRECEDENCE. These Terms and Conditions are for the provision of goods or services to the University. University Standard Terms and Conditions are referenced in the Purchase Order (PO) or any associated contract incorporating these Terms and Conditions. In the event of a conflict between these Terms and Conditions and such PO or contract, these Terms and Conditions take precedence, unless otherwise required by law or a provision is expressly excluded in the associated PO or contract by precise and specific reference to such provision. Whenever possible all Terms and Conditions are to be integrated. By signing this Contract, the Contractor agrees that, in the event of a conflict, all the terms and conditions of this PSC superseded all preprinted Terms and Conditions on any forms used by the Contractor.

51. TAX COMPLIANCE CERTIFICATION: By signature on the Contract, the authorized representative of the Contractor, as required by ORS 305.385(6), hereby certifies, under penalty of perjury, that the Contractor is not, to the best of the undersigned's knowledge, in violation of any Oregon tax laws. For purposes of this certification, (4) "Tax" means a state tax imposed by ORS 401.792 to 401.816 and 320.005 to 320.150 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620. [1987 c.843 §6; 1997 c.99 §35; 1997 c.170 §16; 2005 c.94 §21]

SAMPLE