

PSU Foundation

PORTLAND STATE
UNIVERSITY

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This contract and any amendments to this contract will not be effective and no work shall begin until approved by the Chief Financial Officer of the PSU Foundation ("Foundation") and appropriate persons as listed below.

Contractor:

Printed Name: _____ EIN/Soc. Sec. # _____

Address: _____

City _____ State _____ ZIP _____

Description of Services:

Statement of Contractor:

The above contractor will perform the above stated services from the inclusive dates _____ through, _____ for the agreed sum of \$_____. In performing the above services, the above named person/company is engaged as an independent contractor, and it is understood and agreed that the contractor, not the PSU Foundation, will be responsible for any federal and state taxes applicable to this payment. It is further understood that, as an independent contractor, he/she will not be eligible for the benefits of Federal Social Security or Workers' Compensation. The independent contractor named above is not currently employed by the Oregon University System or Portland State University Foundation.

Contractor is a (check one):

- Resident alien
- Non-resident alien
- Resident U.S. citizen

Contractor is a (check one):

- Partnership
- Limited liability company
- Corporation
- Individual/sole proprietor

Contractor:

Signature _____ Name Printed _____ Date _____

Statement of Account Holder:

I certify that the payee was not under the direction and control of the Portland State University Foundation while performing the services described above. The indicated sum paid for services received is properly chargeable to:

Account Number _____ Account Name _____ Date _____

Authorized Signature _____

Portland State University Foundation:

Signature _____ Date _____

General Terms and Conditions

1. Authority. Contractor shall have no authority to bind or obligate the Foundation in any manner whatsoever without the prior written consent of the Chief Financial Officer of the Foundation.
2. Compliance with Laws. Contractor agrees to comply with all laws, ordinances, rules, regulations, and other governmental requirements applicable to the performance of the services described in this Agreement.
3. Confidential Information. Contractor agrees that it shall not disclose to any third party without the prior written consent of the Chief Financial Officer of the Foundation any confidential or proprietary information of the Foundation.
4. Insurance. Contractor shall procure and maintain in force (a) comprehensive liability insurance, including bodily injury and property damage coverage, in an amount of no less than \$1,000,000 per occurrence, (b) automobile liability insurance (if vehicles are used in the performance of this Agreement) in an amount of no less than \$1,000,000 per occurrence, and (c) workers' compensation and disability benefits insurance covering all persons employed by Contractor. Contractor's comprehensive and automobile liability coverage shall not be cancelled or materially modified without 30 days prior written notice to the Foundation. Contractor shall deliver to the Foundation within 15 days after the date of this Agreement certificates evidencing the coverage described in this Section 4.
5. Indemnity. Contractor agrees to indemnify and hold harmless the Foundation and its directors, officers, and employees from and against any and all claims, demands, liabilities, costs, expenses, and causes of action of any nature whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or incidental to any act performed or omitted to be performed by Contractor in connection with this Agreement.
6. Notices. Notices under this Agreement shall be in writing and shall be effective when actually delivered or three business days after being deposited in the United States mail, certified, return receipt requested, directed to Contractor at the address set forth on the reverse side of this Agreement or to the PSU Foundation at PO Box 243, Portland, OR, 97207-0243, or to such other address and/or person as any party may indicate by written notice to the other party.
7. Integration Amendment. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, supersedes any and all prior or contemporaneous agreements or undertakings of the parties pertaining to the subject matter hereof, and may not be modified or amended except with the written consent of the parties.
8. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to such persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
9. Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of such provision itself. Any waiver of any provision of this Agreement shall be effective only if set forth in writing and signed by the party to be bound.
10. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, administrators, successors, and permitted assigns. Contractor shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Chief Financial Officer of the Foundation.
11. Construction and Interpretation. The headings in this Agreement are for convenience or reference only and shall have no effect whatsoever on the construction or interpretation of any provision of this Agreement. All provisions of this Agreement have been negotiated at arms length, and this Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision hereof.
12. Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted to enforce or interpret any provision of this Agreement or in connection with any dispute hereunder, the prevailing party shall be entitled to recover such amount as the court may adjudge reasonable as attorneys', paralegals', accountants', and other experts' fees, and other fees, costs, and expenses of litigation at trial or on any appeal or review, in addition to all other amounts provided by law.
13. Counterparts. This Agreement may be executed in counterparts, all of which shall constitute one and the same agreement.
14. Relationship of Parties. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee relationship, or any other relationship between the Foundation and contractor other than that of independent contractors.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
16. Property Rights. All plans, specification, drawings, designs, and other documents and materials prepared or generated by or on behalf of Contractor in connection with this Agreement shall be the property of the Foundation and shall be returned by Contractor to the Foundation upon the termination of this Agreement. The Foundation shall have the right to all copyrights, patents, and trademarks in connection with all plans, specifications, drawings, designs, and any other documents and materials prepared or generated by or on behalf of Contractor in connection with this Agreement.
17. Consideration. The payment to Contractor specified in this Agreement represents the total amount of remuneration for all services to be performed by Contractor hereunder.
18. Termination. This Agreement may be terminated by mutual consent of the parties or by either party upon 30 days notice to the other. Without limitation of other remedies that may be exercised by the Foundation, the Foundation may terminate this Agreement upon notice to Contractor if Contractor fails to perform the services described herein to the reasonable satisfaction of the Foundation or commits acts, or fails to commit acts, constituting gross negligence or willful misconduct. This agreement shall immediately terminate without notice upon the conviction of the Contractor of a felony or if the Contractor is determined to be bankrupt or insolvent.