SERVICES AGREEMENT

ORG NAME: ___________________________ ORG #: ___________________________

REQUESTED BY: ___________________________ CAMPUS MAIL BOX#: ________ EXT.: ________

EMAIL: ___________________________

VENDOR’S NAME & BANNER ID#: ___________________________

THIS AGREEMENT is made on this __________ day of __________________________, 20_____, by and between the University of Central Oklahoma, an Institution of Higher Education and a part of the Regional University System of Oklahoma, (hereinafter “University”) and __________________________ (hereinafter “Contractor”), the parties to this Agreement.

IT IS AGREED between the parties as follows:

1. SERVICES: The Contractor shall provide the following types of services:

________________________________________________________________________

IF THIS ENTAILS A SPECIFIC PROJECT AND NOT AN ONGOING FISCAL YEAR CONTRACT, DEPARTMENT SHALL NOTE REQUISITION NUMBER HERE: __________________________

Attach an appropriately marked ‘Exhibit A’ if necessary

2. PAYMENT: As and for consideration of this contract, the University agrees to pay the amount of the PO Contract for all services and the entire scope of Contractor’s related expenses including travel. Payment will be processed within 45 days of the services being completed and approval of vendor invoice by requesting UCO department.

3. TERM OF AGREEMENT: All services called for in this contract shall be performed no later than: __________________________, 20______

4. TERMS AND CONDITIONS: Incorporated into this contract by reference are all of the “Standard Terms & Conditions” which can be found on the UCO Purchasing & Payment Service’s website. By signing this Services Agreement, contractor agrees to the following:

a. That he or she has read these Terms and Conditions and agrees to be bound by the same.

*CONTRACTOR INITIALS: __________________________

b. The Contractor agrees to comply with all provisions of the Oklahoma Workers’ Compensation laws, and will provide written proof of such insurance coverage. Neither the University, its Regents, nor their officers and employees (collectively “University”) shall be liable to Contractor for, and Contractor waives all claims against University, for injury, death, or damage to person or property sustained by Contractor or any person claiming through Contractor resulting from any condition, accident, or occurrence in or upon the University’s property and premises, unless such matters arise solely from the gross negligence or willful misconduct of the University or its officers or employees. To the fullest extent permitted by Oklahoma law, Contractor shall indemnify and save University harmless from any and all claims, demands, or suits that may be brought against the University by any employee, representative, or agent of contractor, or any legal representative or successor of any of them, in any way arising out of or incident to the Agreement, unless such suits are brought about solely by the gross negligence or willful misconduct of the University.
c. The Contractor assumes all liability for, and shall indemnify, defend, and hold harmless the University, its Regents, and their officers and employees (collectively “University”); against and from all liabilities, obligations, losses, penalties, actions, suits, claims, damages, and expenses or costs of any kind in any way relating to or arising out of any negligent or deliberate act or omission of Contractor or its agents and/or employees. The Contractor shall maintain such liability insurance and other insurance as is customary and appropriate in his or her profession or industry, or which may be required by the University, delivering written proof of such coverage upon request from the University.

d. Contractor certifies that he or she is not a current University employee, and has not terminated employment with the University within the past twelve (12) months. (74 O.S. Sec. 85.42)

5. STATUS OF INDEPENDENT CONTRACTOR: The following questions are asked to verify that an independent contractor relationship is established under this Agreement. Both the University employee requesting the Agreement and the contractor must verify the answers to all questions below. Any “yes” answers subject this Agreement to UCO Compliance Review Committee review.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>QUESTION</th>
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<td>Does the Agreement require the individual to comply with instructions given by University personnel?</td>
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<td>Will the individual use University-owned tools and materials?</td>
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<td>Will this individual provide essentially the same service as provided by a University employee?</td>
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<td>Has an individual previously been paid as a University employee to perform essentially the same tasks?</td>
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<td>Will the individual supervise or direct University employees as part of the service provided?</td>
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<td>Is it currently expected that the University will hire this individual as an employee immediately following the termination of the contractual service provided?</td>
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<td>The Contractor does not in fact work for other entities (i.e. this Agreement with the University is an exclusive arrangement.)</td>
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<td>Is the University required to provide any training to allow individual to successfully complete the work?</td>
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<td>Are you an active or retired member of the Oklahoma Teachers Retirement System (OTRS)?</td>
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University Employee ____________________________ Contractor ____________________________

6. PURCHASE ORDER REQUIRED: This agreement is not valid until the University issues a Purchase Order. The terms & conditions of the Purchase order are incorporated into this Agreement by reference.

7. RELATIONSHIP OF INDEPENDENT CONTRACTOR ESTABLISHED: It is mutually understood and agreed by the parties that an independent contractor relationship is hereby established under the terms and conditions of this Agreement.

8. RIGHT TO NAME AND PHOTOGRAPH: The Contractor hereby grants to University the right to use the Contractor’s name, photograph, and likeness in, and in connection with, all forms of: advertising, information programs, promotional material and any and all other materials, including audio and/or video recordings, to promote this singular University program or activity or in any instructional or information materials derived directly from and credited to the
program or activity.

9. CONFIDENTIALITY: The parties agree that confidentiality of the University’s data and information is of paramount concern. Contractor agrees to use its best efforts to protect the University’s data and information. To this end, the Contractor agrees:

(a) Definition of Confidential Information: The term “confidential information” shall mean any and all technical and non-technical information related to the extracted data, including but not limited to (i) patents and/or patent applications, (ii) trade secrets, (iii) copyrighted information, (iv) personal and private information including but not limited to email, word documents and excel files, (v) proprietary information – ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of the University, and including, without limitation, the University’s respective data concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, employee information, business and contractual relationships, business forecasts, marketing and student recruiting plans, and information the University may provide regarding third parties, and (vi) identifiable student records and information protected by federal and state law.

(b) Contractor agrees that at all times it will hold in strict confidence and not disclose to any third party Confidential Information (as defined above) of the University or its students or employees, except as approved in writing by the University, and will use the confidential information for no purpose other than data recovery. Contractor shall only permit access to Confidential Information (as defined above) to those of its data recovery employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

IN WITNESS WHEREOF, the parties have set their hand executing the Agreement and making it effective on the date and year last written below.

University of Central Oklahoma

by: ________________________________
Authorized UCO Representative

Print Name: ________________________________

Position Title: ________________________________

Date: ________________________________

Contractor

by: ________________________________
Authorized Representative

Print Name: ________________________________

Position Title: ________________________________

Date: ________________________________

Questions regarding the UCO Services Agreement should be directed to:
University of Central Oklahoma
Procurement Services
100 N University Drive, Edmond, OK 73034
Phone: (405) 974-3340 ~ Fax: (405) 974-3838

Legal review required on contracts exceeding $2,500.
Contracts exceeding $50,000 require competitive bidding and must be reported to RUSO.
Contracts exceeding $150,000 require competitive bidding and RUSO approval.
AFFIDAVIT OF EXEMPT STATUS UNDER THE WORKERS’ COMPENSATION ACT

State of Oklahoma

County of ____________________________

I, _______________________________________, state under oath as follows:

1. I, _______________________________________, (Name of individual) operating as ________________________________ (Independent contractor’s business name), have agreed to provide services to ________________________________ (Contractor) during calendar year ____________.

2. I have read, signed and attached the Exempt Status Fact Sheet and understand that an Independent Contractor is one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.

3. I understand that based upon the representations in this Affidavit of Exempt Status, I am requesting ____________________________________________ (insert contractor’s name) to consider my business to be that of an independent contractor; that I am not an employee under the Workers’ Compensation Act and the policy issued by ____________________________________________ (Insurance Carrier); and that no premium be charged for the services performed by my business during the policy year.

4. I am an independent contractor, not an employee of the contractor. I do not want workers’ compensation insurance and understand that I am not eligible for Workers’ Compensation benefits.

5. I will obtain workers’ compensation and employers’ liability insurance for my employees if I have employees, unless they are otherwise exempt from the requirements of the Workers’ Compensation Act.

6. I have read, signed and attached the Exempt Status Fact Sheet describing what is an Independent Contractor and the information provided is not the result of force, threats, coercion, compulsion or duress.

7. I understand that the execution of the affidavit shall establish a rebuttable presumption that the executor is not an employee for purposes of the Workers’ Compensation Act.

8. I understand that the execution of an affidavit shall not affect the rights or coverage of any employee of the individual executing the affidavit.

9. I understand that knowingly providing false information on an Affidavit of Exempt Status Under the Workers’ Compensation Act shall constitute a misdemeanor punishable by a fine not to exceed One Thousand Dollars ($1,000.00).

______________________________
Independent Contractor (Executor) Signature

Date __________ Name __________________________ Title __________________________

______________________________
Signature __________________________ Business Name __________________________

Notary Public

Signed and sworn to before me on this ___ day of __________, 20___ by __________________________

______________________________ My Commission Expires: __________________ My Commission #____________

Notary Public

________________________________________

This form is to be signed and notarized at the start of a job/project for this contractor and is good for the job/project or any similar job/project performed for the contractor for one year from the date of notary.

Note: Employers who knowingly and willfully require an employee or subcontractor to execute an affidavit when the employer knows that the employee or subcontractor is required to be covered under a workers’ compensation insurance policy shall be liable for a civil penalty of up to $1,000.00 per offense. (36 OS §§924.5)

It is a crime to falsify the information on this form. Edition 070106
EXEMPT STATUS FACT SHEET

An independent contractor is defined by law as one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.

Below are statements to help you decide if you are an independent contractor. No one statement is controlling, and your status is based on all the facts in your situation. If a statement describes your situation, then check the box. If at least six of the statements below do not describe your business, you should not sign the attached Affidavit of Exempt Status Under the Workers’ Compensation Act.

☐ 1. The nature of the contract between you and the contractor shows you are independent from the contractor. For example: Is there a written contract where you agree that you are an independent contractor? Are you a corporation or limited liability company? Do you maintain commercial general liability insurance or other business insurance?

☐ 2. The contractor exercises very little control over your work. For example: By the agreement, can the contractor exercise control on the details of the work or your independence? Do you exercise control over most of the details of the work? Do you create plans or specifications for the job? Do you set your own work hours?

☐ 3. You are engaged in a distinct occupation or business for others. For example: Do you work for companies or individuals other than the Contractor? Do you work for competitors of the Contractor? Does your business have a logo or uniform?

☐ 4. Your job is the kind of occupation where the work is usually performed by a specialist without supervision, and not under the direction of the contractor. For example: Is your work supervised by the Contractor?

☐ 5. Your occupation requires special skills, license, education or training.

☐ 6. The contractor does not supply the things needed to perform your job such as the tools and the place of work. For example: Do you supply any of the materials or tools for the work? Do you operate a vehicle owned by the contractor? Was the work performed at your business or the contractor’s business location or jobsite? Do you wear a uniform supplied by the contractor?

☐ 7. The length of the job and how long you have worked for the Contractor does not show that you are really an employee. For example: Is this a one-time job, or will you be doing this for the contractor regularly?

☐ 8. You are paid as a separate contractor, not as an employee. For example: Do you invoice the Contractor for your services? Are you paid by the job? Do you file a federal income tax return for your business? Do you expect to receive an IRS Form 1099 from the Contractor? Does the Contractor pay your expenses?

☐ 9. Your work is not the regular business of the employer. For example: Is your work customarily done in the Contractor’s line of business or as part of the Contractor’s daily work? Have you ever been an employee of the Contractor? Do you work with other people hired by the Contractor on the work you perform?

☐ 10. You do not consider yourself an employee of the contractor. For example: Will the Contractor withhold taxes or monies from your payment? Have you ever been an employee of the Contractor? Have you or your employees ever filed an insurance claim against the Contractor?

☐ 11. You do not have the right to terminate the relationship without liability. For example: If you quit before the job is finished, is there a penalty?

Based upon these factors, do you believe that you are an independent contractor with exempt status?

______________________________
Signature

(WRITE YES OR NO) (INDEPENDENT CONTRACTOR/EXECUTOR)

Note: Employers who knowingly and willfully require an employee or subcontractor to execute an affidavit when the employer knows that the employee or subcontractor is required to be covered under a workers’ compensation insurance policy shall be liable for a civil penalty of up to $1,000.00 per offense. (36 OS §§924.5)

It is a crime to falsify the information on this form.

Edition 070106