## PERSONAL SERVICES INVOICE FOR SERVICES COSTING LESS THAN \$10,000

Portland State			BANNER INVOICE NO.		
THIS PSI CANNOT BE USED TO PAY PSU EMPLOYEES, FOREIGN ENTITIES, OR NON-RESIDENT ALIENS (NRA)  CONTRACTOR NAME:			Single payment tasks     No more than \$10,000 total payments per calendar year per contractor  DEPARTMENT NAME:  PREPARED BY:  PREPARER'S CAMPUS ADDRESS:  PREPARER'S CAMPUS PHONE NO.:		
DATES OF SERVICE:  - PAYMENT: \$					
PSU VENDOR NUMBER:					
INDEX/FUND CODE	ACCOUNT CODE		ACTIVITY CODE		PAYMENT AMOUNT
Department Fiscal Manager Approval	(Required)	Sponsored Project Appro	val (IfApplicable)	PSU Found	ation Approval(If Applicable)
I certify that this department has not paid this contractor more than \$10,000.00 IN THE		I certify that sponsored project funding is available and it is within my budgetary authority to approve this expenditure.		I certify that PSU Foundation funding is available and it is within my budgetary authority to approve this expenditure.	
Signature	Date	Signature	Date	Signature	Date
Printed Name and Title		Printed Name and Title		Printed Name and Title	

## PORTLAND STATE UNIVERSITY (PSU)

## TERMS OF PERSONAL SERVICES INVOICE (PSI) FOR SERVICES COSTING \$10,000 OR LESS

CONTRACTOR, under penalty of perjury, certifies that:

- a. CONTRACTOR has provided the correct Social Security number or other taxpayer ID number to PSU.
- b. CONTRACTOR is an independent contractor as defined in ORS 670.600.
- c. As provided in ORS 305.385(6), to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any of the tax laws described in ORS 305.380(4).
- d. CONTRACTOR is not currently an employee of PSU and has not been an employee of PSU in the current calendar year.
- e. If CONTRACTOR is not domiciled in or registered to do business in the State of Oregon, CONTRACTOR certifies that it has provided to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by these agencies relative to the PSI.

CONTRACTOR agrees to the following provisions:

ACCESS TO RECORDS. CONTRACTOR 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 the PSI. Portland State University, the Oregon Secretary of State, State and Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to the PSI for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by CONTRACTOR for three years from the date of the completion of work unless a different period is required or authorized in writing. CONTRACTOR is responsible for any audit discrepancies involving deviation from the terms of the PSI and for any commitments or expenditures in excess of amounts authorized by PSU.

ACCESSIBILITY. CONTRACTOR shall comply with the accessibility standards set forth in Portland State University's <u>Digital Accessibility Policy</u> and <u>Standard for Accessible Digital Procurement</u>, and all applicable federal laws (e.g. the Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101 et seq., and Sections 504 and 508 of the Rehabilitation Act of 1973, and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194.

**COMPLIANCE WITH APPLICABLE LAW.** CONTRACTOR agrees that it has complied with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under the PSI. CONTRACTOR agrees to (1) make payments promptly when due, to all persons supplying to CONTRACTOR, labor or materials for the performance of the services; (2) pay all contributions or amounts due its workers' compensation insurer incurred in the performance of the services; (3) not permit any lien or claim to be filed or prosecuted against PSU or the State of Oregon on account of any labor or material furnished; and (4) pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

**DUAL PAYMENT.** CONTRACTOR shall not be compensated by any other entity of the State of Oregon for the same services performed under the PSI.

**RESPONSIBILITY FOR DAMAGES.** CONTRACTOR shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of CONTRACTOR, its subcontractors, or employees.

**OWNERSHIP OF WORK PRODUCT.** All work products or any form of property originated or prepared by CONTRACTOR in performance of the services are "works for hire" and the exclusive property of PSU.

**INSURANCE, WORKERS' COMPENSATION.** CONTRACTOR, its subcontractors, if any, and all employers providing work, labor, or materials under the PSI are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires employers to provide workers' compensation coverage that satisfies Oregon law for all subject workers. Out of state employer s must provide Oregon workers' compensation coverage for workers who perform work in Oregon. Contractors who perform the work without the assistance or labor of any employee need not obtain such coverage. CONTRACTOR shall require proof of such workers' compensation coverage by receiving and keeping on file a certificate of insurance from each subcontractor or anyone else directly employed by either the CONTRACTOR or subcontractor.

**FOREIGN CONTRACTOR.** If CONTRACTOR is not domiciled in or registered to do business in the State of Oregon, CONTRACTOR shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required.

WAIVER. The failure of PSU to enforce any of these terms shall not constitute a waiver by PSU of any term.