


**PERSONAL SERVICES INVOICE
FOR SERVICES COSTING LESS THAN \$5,000**

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|  Portland State UNIVERSITY | BANNER INVOICE NO. _____ |
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| <p><i>THIS PSI CANNOT BE USED TO PAY PSU EMPLOYEES or NON-U.S. CITIZENS</i></p> <p>PAYEE NAME: _____ Address: _____ Address: _____ City/State/Zip: _____ PHONE NO.: _____</p> <p>U.S. CITIZEN U.S. CITIZEN LIVING OUTSIDE THE U.S RESIDENT NON-U.S. CITIZEN (GREEN CARD HOLDER)</p> <p>(If contractor cannot check one of the above boxes, this form CANNOT BE USED – please prepare a PSC)</p> | <p><i>USE OF THIS PSI IS LIMITED TO:</i></p> <ul style="list-style-type: none"> • <i>Single payment tasks</i> • <i>No more than \$5,000 total payments per calendar year per contractor</i> <p>DEPARTMENT NAME: _____ PREPARED BY: _____ PREPARER'S CAMPUS ADDRESS: _____ PREPARER'S CAMPUS PHONE NO.: _____</p> |
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SERVICE(S) TO BE PERFORMED:

DATES OF SERVICE: _____ - _____ PAYMENT: \$ _____
 (This form cannot be used for reimbursement of expenses only)

CERTIFICATION: I am an independent contractor, and I understand the tax and legal implications of this particular payment (including expenses) and that PSU will report this payment to the Internal Revenue Service on Form 1099 at the end of the calendar year. I understand and agree that the provisions on the second page of this document apply to my performance of the above services. By my signature below, I agree to those provisions.

I CERTIFY THAT: I AM NOT CURRENTLY A PSU EMPLOYEE. I HAVE NOT BEEN A PSU EMPLOYEE DURING THE CURRENT CALENDAR YEAR. I AM A U.S. CITIZEN or GREEN CARD HOLDER.

Signature of Payee _____ Date _____

PSU VENDOR NUMBER: _____

| INDEX/FUND CODE | ACCOUNT CODE | ACTIVITY CODE | PAYMENT AMOUNT |
|-----------------|--------------|---------------|----------------|
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| I certify that sponsored project funding is available and the proposed costs are accurate, allowable charges for the indexes listed. It is within my budgetary authority to approve these expenses. | I certify that this department has not paid this contractor more \$5000 IN THE CURRENT CALENDAR YEAR. |
| _____ Departmental Research Administrator / DATE | _____ DEPARTMENT HEAD APPROVAL / DATE |

PORTLAND STATE UNIVERSITY (PSU)

TERMS OF PERSONAL SERVICES INVOICE (PSI) FOR SERVICES COSTING \$5,000 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 on a Form W-9.
- 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.

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 employers 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.