



OAKLAND UNIVERSITY SERVICES AGREEMENT (PERFORMERS - INDEPENDENT CONTRACTORS - CONSULTANTS - VENDORS - OTHERS)

Purchase Requisition Number (if any): \_\_\_\_\_

Purchase Order Number (if any): \_\_\_\_\_

Oakland University and \_\_\_\_\_ ("Contractor") at \_\_\_\_\_ enter into this Services Agreement ("Agreement") as of the date of the last signature below for the Contractor to furnish Services to the University.

I. SERVICES.

a. Contractor will furnish the following Services (describe and/or attach):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location: \_\_\_\_\_

b. Time/Day/Date/Term (from and through): \_\_\_\_\_

c. Contractor \_\_\_\_ will or \_\_\_\_\_ will not provide a written report.

II. CONTACTS.

a. University Contact (name/phone/address): \_\_\_\_\_

b. Contractor's Contact (name/phone/address): \_\_\_\_\_

III. PAYMENT. The University will pay the Contractor for Services as follows:

a. Fee/Rate, etc. \$ \_\_\_\_\_ per \_\_\_\_\_

b. Other Expenses (if any): \_\_\_\_\_

c. Other payment provisions (if any): \_\_\_\_\_

d. Contractor must deliver a complete, accurate, signed IRS Form W-9 to be paid.

e. Payment will be \_\_\_\_ held for pick-up or \_\_\_\_ mailed to Contractor.

IV. INSURANCE.

Contractor must be insured for claims and damages arising out of Contractor's performance of the Services for an extended reporting period of not less than five calendar years if the insurance policy is written on a claims-made basis.

CONTRACTOR WARRANTS AND REPRESENTS TO THE UNIVERSITY, INTENDING THE UNIVERSITY TO RELY THEREON, THAT CONTRACTOR MAINTAINS THE FOLLOWING INSURANCE:

a. All Contractors. General liability insurance and/or excess umbrella insurance in an amount totaling no less than \$1,000,000 per occurrence and \$1,000,000 aggregate; and automobile insurance in an amount no less than \$1,000,000 per occurrence and \$1,000,000 aggregate; and no general liability insurance, excess umbrella insurance or automobile insurance can have more than a \$250,000 deductible per occurrence.

b. Licensed Professionals. Professional liability insurance in an amount no less than \$1,000,000 per occurrence and \$1,000,000 aggregate and no more than a \$250,000 deductible per occurrence.

- c. **Contractors Providing Technology Services. Technology errors and omissions insurance** including network security/privacy in an amount no less than \$1,000,000 per occurrence and \$1,000,000 aggregate and no more than a \$250,000 deductible per occurrence.
- d. **Corporations, Partnerships, Business Organizations and Associations. Workers' compensation insurance** at the statutory amount and \$1,000,000 of **employer's liability insurance**.

**Certificates of insurance that name the University as an additional insured and are otherwise acceptable to the University must be filed with the University's Contact at least seven (7) business days before the commencement of the Services**, and must provide that the coverage and levels will not be modified or canceled without at least 60 calendar days' prior written notice to the University. New certificates of insurance must be provided to the University if and when a policy is renewed.

**NO AMENDMENT TO THE INSURANCE PROVISIONS IS EFFECTIVE UNLESS APPROVED IN WRITING BY THE UNIVERSITY'S RISK MANAGER.**

- V. **NON-RESIDENT ALIENS (IF APPLICABLE)**. If Contractor is a non-resident alien, the following documents must be furnished at the time this Agreement is executed:
  - a. For Services to be performed in the United States,
    - Copy of I-94 (both sides);
    - Copy of visa and passport;
    - IRS Form W-8BEN or similar statement certifying foreign status **or** IRS Form 8233 (if individual is resident of country with applicable tax treaty with the United States);
    - Work authorization document (IAP-66 with Oakland University as sponsor for J-1 visa holder or I-20 for F-1 visa holder); and
    - Certification of academic activity (if applicable).
  - b. For Services to be performed outside the United States,
    - IRS Form W-8BEN or similar statement certifying foreign status; and
    - Documentation or statement certifying work was performed outside the United States.

VI. **GENERAL TERMS AND CONDITIONS. THIS AGREEMENT IS SUBJECT TO AND SHALL BE PERFORMED IN ACCORDANCE WITH THE UNIVERSITY'S GENERAL TERMS AND CONDITIONS FOR AGREEMENTS LOCATED AT <http://www.oakland.edu/legalforms> WHICH ARE INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE AND SHALL BE CONSIDERED PART OF THIS AGREEMENT. CONTRACTOR ACKNOWLEDGES RECEIVING, REVIEWING AND ACCEPTING THE UNIVERSITY'S GENERAL TERMS AND CONDITIONS FOR AGREEMENTS. NO AMENDMENT TO THE TERMS AND CONDITIONS IS EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE UNIVERSITY'S VICE PRESIDENT FOR LEGAL AFFAIRS.**

**OAKLAND UNIVERSITY**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_