

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “**Agreement**”), dated effective as of Click Down Arrow and Select Effective Date (the “**Effective Date**”), is made between **Willamette** **University** (“**Willamette**”) and **Click and Enter Contractor Full Legal Name**, Click Down Arrow and Select Contractor Entity Type formed in Click and Enter U.S. City, State or Non-U.S. Country Name (“**Contractor**”). In consideration of the mutual promises contained in this Agreement, Willamette and Contractor agree as follows:

The parties agree as follows:

1. All $ amounts are stated in US Dollars.
2. **Detailed Description of Services and any Deliverables**.
3. **Delivery Schedule**.
4. **Service Fees, Payment Amounts, and Invoicing Schedule**.
5. **Term of Agreement**. The term of this Agreement will begin on the Effective Date and, unless terminated earlier consistent with the Agreement, will continue through [insert date, 20\_\_].
6. **Expenses.** ***[Preferred:]*** The Service Fees and other amounts identified in this Agreement are inclusive of travel and travel-related expenses (“Expenses”) and Willamette will not reimburse Contractor separately for such Expenses. ***[Option 2:]*** Willamette will reimburse Contractor for reasonable and actual travel and travel-related expenses (“Expenses”) incurred by Contractor in connection with the performance of the Services up to [insert $ amount]. Contractor will provide receipts or other documentation to substantiate Contractor’s Expenses. If additional Expenses are necessary to the performance of the Services, Contractor will seek pre-approval by Willamette in writing prior to the date they are incurred.
7. **Willamette Designated Representative.** Willamette designates the following individual as its manager who shall have overall responsibility for directing and managing the Services performed and all Willamette interaction with Contractor under this Agreement (“Manager”). Willamette will give Contractor notice of any change in such Manager.

Name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

E-Mail: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Contact Telephone**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **Contractor Contact Information:**

Name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

E-Mail: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Contact Telephone: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **Addresses for Delivery of Invoices and Payments.** Invoices and payments must be sent to:

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| --- | --- |
| To Willamette: Willamette University900 State Street Salem, Oregon 97302 ATTN: Click and Enter Attn to Name | To Contractor:Contractor NameClick and Enter Mailing AddressClick and Enter City, State and ZipATTN: Click and Enter Attn to Name or Remove if N/A |

**Additional Terms and Conditions:**

# Definitions. “Buyer” means “Willamette University”. “Contractor” means the person or entity supplying the goods or services under the contract (“Contract”), and includes all Contractor's sales or other agents, subcontractors, employees and distributors thereof. However, specific federal government clauses referenced below, concerning the U.S. Government's right to patents or to audit or inspect records mean both the U.S. Government and Willamette University.

# Effective Date. The effective dates of this Contract shall be as stated on the signed contract.

# Schedule; Location. The schedule for performance under this Contract shall be as stated in Detailed Description of Services and any Deliverables. The services shall be performed at Willamette University or at a location designated by the University.

# Acceptance of the Contract by Contractor; Rights and Duties. The Contract is hereby accepted on the terms set forth herein. Terms in any form which are in addition to or not identical with these Terms will not become a part of any Contract unless Buyer specifically and expressly agrees in writing that such other terms are accepted. By performing under this Contract or any part hereof, Contractor agrees to and accepts all the provisions of the Contract and agrees to fully perform. The rights and duties of the Parties shall be subject to and governed by these Terms.

# Assurance. If at any time Buyer in good faith determines that it questions Contractor's ability or intent to perform, then Contractor agrees to provide Buyer with written assurance fully satisfactory to Buyer, in Buyer's sole discretion, of Contractor's ability and intent to fully perform. Such assurance shall be provided within the time and in the manner specified by Buyer. Contractor shall immediately notify Buyer of any circumstance which may cause Contractor to fail to fully perform. Upon Buyer's good faith determination that Contractor cannot or will not perform, then Buyer may deem this Contract to be breached by Contractor (unless performance is excused as provided below) and may re-procure from other sources.

# Assignment. Contractor shall neither assign any right nor delegate any duty under this contract without the prior written consent of Buyer. Notwithstanding any notice of assignment, Buyer's tender of payment to the Contractor named herein or to any person reasonably believed by Buyer to be entitled to payment shall fully satisfy Buyer's obligation to pay, and in no event shall Buyer be obligated to pay additional sums or be liable for any damages due to failure to pay the correct party.

1. **Excuse.** Contractor shall be excused for any nonperformance due to circumstances which are both beyond its control and not foreseeable, but in no event shall Contractor be excused for any inability to obtain goods or services necessary for Contractor's performance, nor for any labor dispute involving employees of Contractor, Buyer, any subcontractor of either, any carrier, or any other person.

# Notice of Labor Disputes. Whenever an actual or potential labor dispute delays or threatens to delay the performance of this order, Contractor shall immediately notify Buyer in writing, presenting all relevant information concerning the dispute and its background.

# Standard of Performance. Contractor warrants that all services hereunder shall be performed by personnel experienced and highly skilled in their profession and in accordance with the highest applicable standards of professionalism for comparable or similar services. Contractor shall be responsible for the professional quality, timeliness, coordination and completeness of the services. Contractor personnel assigned to perform the services shall be as proposed by Contractor and approved by the Buyer. No such personnel of Contractor shall be reassigned without the approval of the Buyer. Contractor shall use only personnel required for the performance of the services who are qualified by education, training and experience to perform the tasks assigned to them. Contractor agrees to replace any of its employees whose work is considered by the Buyer to be unsatisfactory or contrary to the requirements of the services to be performed hereunder. The Buyer shall not supervise nor control the details of Contractor's services, but rather shall be interested only in the results of Contractor's services.

# Termination. Buyer may, by written notice, terminate this Contract, in whole or in part, for failure of Contractor to perform any of the provisions. If the Contract is terminated, Contractor shall be liable for all damages, including without limitation any incremental cost of re-procuring similar services. In the event of termination, the University shall be liable only for payment in accordance with the payment provisions of this Agreement for all Services performed prior to the effective date of termination. In the event that Contractor terminates under this provision, the University may, at its sole discretion, require that Contractor complete the Services in progress and such completed Services will be subject to approval by the University before payment is made, such approval not to be unreasonably withheld.

# Change or Cancellation for Convenience. Buyer shall be obligated to pay Contractor only for Services described herein. Any additional services must be approved in writing by Buyer. Buyer may, without invalidating this Contract, make changes to the Services to be provided hereunder. If such changes cause an increase or decrease in the cost or time required for performance of the Services, an equitable adjustment shall be made in compensation and/or period of performance, and this Contract shall be amended accordingly in writing. Buyer by written notice may change or terminate all or any part of this Contract for Buyer's convenience. If such a change results in an increase or decrease in costs to be incurred or time needed to complete performance of this Contract, then Buyer and Contractor will make a fair and equitable modification of their rights and obligations under this agreement, provided however that Buyer will not compensate Contractor for any services not performed by the date of such change or termination.

# Conflict of Interest.

* 1. Buyer's policy requires avoidance of real or apparent conflict of interests. No employee, officer or agent of Buyer shall knowingly participate in the drafting, selection, award or administration of a Request for Proposal, Request for Quotation, or Contract with Contractor if Buyer, or any member of Buyer's immediate family, or Buyer's business or financial interest, has a material financial interest in Contractor, or is negotiating or has any arrangement concerning prospective employment with Contractor, unless such conflict of interest has been disclosed to and waived by the appropriate reporting authority at Willamette University.
	2. No officer, employee or agent of Buyer shall either solicit or accept gratuities, favors or anything of monetary value from Contractor, including any contingent fee.
	3. If Contractor has reason to believe any officer, employee or agent of Buyer has violated any provision of this paragraph, Contractor immediately shall notify Buyer of the suspected violation by sending notice thereof to the Senior Vice President for Finance and Administration, 503-370-6300, explaining the situation in full. Contractor's failure to so notify Buyer shall be a material breach of this agreement and Buyer, at its option, may terminate this agreement.

# Recitals and Interpretation. Contractor acknowledges the following facts and agrees that this Contract will be executed and interpreted with regard thereto: Buyer is a nonprofit university and therefore does not accept risks that normally would be acceptable to a commercial enterprise. This Contract shall not be modified, supplemented, qualified or interpreted by any usage of trade unless actually known to the personnel of Buyer who are involved in this Contract.

# Indemnity and Waiver. Contractor agrees to forever indemnify, defend and hold Willamette harmless from and against, and to waive any and all claims against Willamette for, any and all claims, suits and demands of liability loss or damage whatsoever, including attorneys' fees, whether direct or consequential, on account of: (1) any loss, injury, death or damage to any person or property (including without limitation all agents and employees of Contractor and Willamette and all property owned by, leased to or used by either Contractor or Willamette, or both) or (2) any loss or damage to business or reputation or privacy of any person, arising in whole or in part in any way from, connected to, or related to Contractor's performance, and regardless of whether such loss, injury, death or damage to person or property results in whole or in part from (a) the negligence or omission of Willamette, (b) any product liability of Willamette or any person, or (c) any strict liability of Willamette or any person. There are excluded from the above indemnity and waiver provisions any such claims, suits and demands of liability, loss or damage resulting solely from Willamette's gross recklessness, negligence, or willful intent to injure. As used in this indemnity and waiver provision, and for purposes of Contractor's insurance, "Willamette" shall be deemed to include Willamette University, its Trustees, Directors, officers, employees, faculty, students, agents, affiliated organizations and their insurance carriers, if any. Contractor, at its expense, shall further defend, indemnify and hold harmless the University, its trustees, officers, employees, agents, and students from and against any and all claims and demands which may be made to the extent that it is based on a claim that any Services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected proprietary right. Contractor shall pay all costs, fees, and damages which may be incurred by University for any such claim or action or the settlement thereof.

# Insurance

1. Workers’ Compensation: Contractor agrees that if they employ workers as defined in ORS 656.027, they shall comply with ORS 656.017 and shall provide workers’ compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).
2. Professional Liability: If Contractor is providing services pursuant to which the Contractor maintains a License or Certification, Contractor shall maintain and provide proof of insurance of not less than $1,000,000.
3. Commercial General Liability: Contractor shall maintain and provide proof of insurance of not less than $1,000,000 for bodily injury, death and property damage.
4. Automobile Insurance: Contractor shall maintain and provide proof of auto insurance covering all owned, non-owned or hired vehicles utilized in the performance of this Agreement of not less than $1,000,000.

Commercial General Liability and Automobile Liability insurance policies shall include the following provisions:

1. Additional Insureds: Willamette University, its officers, agents, representatives, students, employees and volunteers shall be included as additional insureds by endorsement.
2. Primary Coverage: Above insurance shall be primary as respects all other insurance or self-insurance in force.
3. Cancellation Notice: Thirty (30) days' prior written notice of cancellation or material change in the insurance must be given to the University.
4. Waiver of Subrogation: Contractor and Contractor's insurance companies waive their rights to subrogation against the above named insureds by endorsement.

Worker's Compensation insurance and employer's liability insurance must cover all persons whom the Contractor may employ in carrying out the services hereunder. Worker's compensation insurance will be in accordance with the Worker's Compensation Law of the State of Oregon.

# Use of University Trademarks. Contractor agrees not to use University's name or other trademarks (together referred to herein as the "Marks"), or the name or trademarks of any related organization, or to quote the opinion of any of University's employees or agents ("Quotes"), either in writing or orally, without the prior written consent of University Communications. This prohibition includes, but is not limited to, use of the Marks or Quotes in press releases, advertising, marketing materials, other promotional materials, presentations, case studies, reports, websites, application or software interfaces, and other electronic media.

# Applicable Law, Jurisdiction. This Contract and the performance hereunder shall be construed according to the law of Oregon as applied to contracts made and performed within Oregon. The parties hereto agree that any dispute arising under this Contract shall be resolved in a court having jurisdiction over Marion County, Oregon, and Buyer and Contractor hereby submit themselves to the personal jurisdiction of said courts. All rights and remedies of Buyer and Contractor shall be cumulative.

# Complete Agreement. This Contract (including these Terms and Conditions), any specifications or additional terms and conditions attached or referenced constitute the entire agreement between Buyer and Contractor. Contractor's quotation/proposal is incorporated if specifically stated in the Contract. No other terms or conditions are binding on Buyer unless accepted by it in writing. In the event of a conflict between this Contract and terms and conditions stated in Contractor's quotation/proposal, the terms of this Contract shall take precedence.

# Purchase Order Number. Contractor will use best efforts to include Buyer's Purchase Order number if supplied in initial contracting as part of the delivery address on all goods and services delivered to Buyer. Failure to do so will cause Buyer significant delivery difficulties and delays.

# Anti-Trust Violations. Buyer and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Buyer. Therefore, Contractor hereby assigns to the Buyer any and all claims for such overcharges as to goods and services purchased in connection with this order, except as to overcharges not passed on to the Buyer resulting from antitrust violations commencing after the date of this Contract or other event establishing the price under this Contract.

# Access to Records. Buyer shall have access to and the right to examine any directly relevant books, documents, papers, and records of Contractor involving transactions related to this Purchase Order until the expiration of three (3) years after final payment under this Contract. Contractor agrees to keep and maintain such records for such period of time. If this agreement is for the provision of services with a value of $10,000 or more within a 12-month period, then until the expiration of four (4) years after the furnishing of any services pursuant to this agreement, Contractor shall make available, upon written request from the Secretary of the U.S. Department of Health and Human Services or from the U.S. Comptroller, such books, documents and records of Contractor as are necessary to certify the nature and extent of the reasonable cost of services to Buyer. If Contractor enters into an agreement with any related organization to provide services pursuant to this agreement with a value of $10,000 or more within a 12-month period, such agreement shall contain a clause identical in content to the first sentence of this paragraph. This paragraph shall be of force and effect only to the extent required by applicable laws.

# Codes and Regulations. All Services performed under this Agreement shall conform to all applicable local, county, state and federal codes and regulations. Unless otherwise provided, the codes and regulations referred to above shall be the latest edition or revision in effect as of the effective date of this Agreement. Nothing in this Agreement shall be construed as requiring or permitting Services that are contrary to the above-referenced codes and regulations.

# Government Required Clauses. All Federal Grant and/or subcontract purchases are subject to the terms and conditions defined in Public Law 87- 653 (Truth in Negotiations) and the Copeland "Anti-Kickback" Act. In addition, the following clauses are incorporated herein by reference according to the amount of this order, and references to Government (or United States) and this Contract shall be interpreted as necessary to apply to the U.S. Government or the Buyer and Contractor, respectively.

***FAR Number and Title of Clause, Regardless of Amount:***

52.203.11 Certification & Disclosure Re: Payments to Influence Certain Federal Transactions

52.222.4 Contract Work Hours and Safety Standards Act

52.225.13 Restrictions on Certain Foreign Purchases

52.227.10 Filing of Patent Applications-Classified Subject Matter

52.227.11/12/13 Patent Rights

52.247.63 Preference for U.S. Flag Air Carriers

52.247.64 Preference for Privately Owned U.S. Flag Commercial Vessels

252.227.7034 DFAR Patents- Subcontracts DOD only

252.227.7039 DFAR Patents Reporting Subject Inventions DOD only

52.222.21 Prohibition of Non-Segregated Facilities

52.222.26 Equal Opportunity

52.222.35 Affirmative Action for Disabled Veterans of the Vietnam Era

52.222.36 Affirmative Action for Workers with Disabilities

52.222.37 Employment Reports on Disabled Veterans of the Vietnam Era

***FAR Number and Title of Clause, Orders over $100,000: all of the above clauses plus:***

52.203.6 Restrictions on Subcontractor Sales to the Government

52.203.7 Anti-Kickback Procedures

52.203.12 Limitation on Payments to Influence Certain Federal Transactions

52.215.2 Audit and Records- Negotiation, Alternative II

52.219.8 Utilization of Small Business Concerns

52.227.1 Authorization and Consent Alternative I

52.227.2 Notice and Assistance Regarding Patent and Copyright Infringement

42 U.S.C. 7401, et. seq. Clean Air Act

33 U.S.C. 1251, et. seq. Federal Water Pollution Control Act

***FAR Number and Title of Clause, Orders over $500,000: all of the above clauses plus:***

52.219.9 Small Business Subcontracting Plan

***FAR Number and Title of Clause, Orders over $550,000: all of the above clauses plus:***

52.215.12/13 Subcontractor Cost or Pricing Data- Modifications

# Data. Contractor agrees to handle data and other information ("Data") with the highest standard of care and according to best practices for Data Classification, Access, Transmittal and Storage. Prior to performing services which require access to, transmission of and/or storage of Willamette University's Prohibited or Restricted information, Contractor will provide a third party certification verifying its ability to comply with the Guidelines. Contractor will not copy, cause to be copied, use, or disclose Data received from or on behalf of Willamette University except as permitted or required by the Contract, as required by law, or as otherwise authorized by Buyer in writing. Contractor will give immediate notice to Buyer of any actual or suspected unauthorized disclosure of, access to or other breach of the Data. In the event of actual or suspected unauthorized disclosure of, access to, or other breach of the Data, Contractor will comply with all state and Federal laws and regulations related to such breach, and will cooperate with Buyer in fulfilling its legal obligations. Contractor will indemnify Buyer for its violation of this paragraph, including but not limited to the cost of providing appropriate notice to all required parties and credit monitoring, credit rehabilitation, or other credit support services to individuals with information impacted by the actual or suspected breach. Upon termination or expiration of the Contract, Contractor will return or, at Buyer's election, destroy, the Data within 30 days from the conclusion of the Contract. This paragraph and its indemnity will survive the termination of the Contract.

# Intellectual Property. Ownership of technical data produced by or for Contractor or any of its employees in the course of performing the services hereunder and of all proprietary rights therein shall vest in and shall be delivered, upon request, to Buyer. For the purposes hereof, the term "technical data" means technical writing, pictorial reproductions, drawings or other graphical representations, tape recordings, reports, calculations, tables and documents of technical nature, whether copyrightable or copyrighted, which are made in the course of performing the services as specified.

Contractor may, however, use data prepared or produced under this Contract, where such data is otherwise made publicly available or with the specific approval of Buyer.

# Compensation. The Buyer shall pay Contractor the Fee set forth in Contractor's quotation/proposal referenced herein for services satisfactorily performed by Contractor in accordance with this Contract. If Contractor's Fee is stated as an hourly rate, fractional hours shall be compensated for on a prorated basis. Time necessarily spent in local travel shall not be considered working time. Hours expended by Contractor shall be documented by weekly timesheets. Timesheets shall be provided to the Buyer, upon request. Hourly rates shall include Contractor's fees, cost of operation, including benefits attributable to payroll, overhead, salaries and other administrative expenses.

Contractor and the Buyer agree that the Maximum Cost for Contractor's Fees set forth in this Contract shall not be exceeded without prior written approval by the Buyer and a change order to the Contract has been issued. The Buyer shall reimburse Contractor on account of expenses paid or incurred by Contractor for travel beyond a 50-mile radius from the Willamette University campus. The amount and extent of reimbursement for travel shall be in accordance with the provisions of Willamette University's Accounting Office Expense Reimbursement Policy, which can be viewed at <http://willamette.edu/offices/accounting/> The Buyer will also reimburse Contractor on account of incurred costs for reproduction services as may be required in the performance of this Contract, and for such purchased services as may be approved in advance by the Buyer, at Contractor's cost. The amount for Contractor's reimbursable expenses, if any, shall be included in Contractor's quotation/proposal. The Total Not to Exceed Amount stated on the Professional Services Agreement shall constitute the limit of compensation due to Contractor under this Agreement.

# Payment. Contractor shall submit invoices for services, reimbursable expenses and additional services not more often than once per month to the person and/or office specified in the Professional Services Agreement If Contractor's Fee is stated as an hourly rate, supporting data to be attached to the invoice shall include payroll data identifying each individual, the position, grade or title, number of hours worked, applicable hourly rate and dates worked. Invoices for reimbursable expenses shall be supported by receipts for material, equipment, rental or other services or charges as appropriate to this Contract. Each invoice shall contain a summary of the total amount of previous invoices, this invoice amount, and the unbilled balance of this Contract and its approved Change Orders. If the Contractor believes that any amount included in a current invoice is outside the scope of this Contract, Contractor shall identify the amount and the nature of the work. In addition, the Contractor shall, on a monthly basis, review its progress on the project. If the Contractor, having performed said review, has reason to anticipate a need for additional funding, it shall indicate, on an invoice attachment, the reasons for the anticipated funding increase, its best estimate of the total additional costs and the time impact, if any, on the project completion schedule. Any failure by the Contractor to comply with this section shall be cause for the Buyer to refuse compensation under section 28 of this Contract. Upon submission by Contractor of a valid and fully-supported invoice, for Contractor's Services, and approved by the Buyer, the Buyer will, within 30 calendar days, pay Contractor for Services therefore performed or rendered. Invoices for Contractor's Services are to be made out to Willamette University and submitted for approval, to the address stated on the face of this Contract. The Purchase Order Number, if applicable, is to be referenced on each invoice.

# Environmental Health and Safety. This section applies to all Contractors who supply Willamette University with services that are not related to facilities or grounds maintenance, construction, demolition, installation of equipment (including furnishings) or products that contain regulated hazardous materials (including consumer products).

Asbestos: Contractor is hereby notified that in University facilities there are construction materials that are known to contain asbestos. In some areas, asbestos has been identified in one or more of the following construction products: spray-applied fireproofing; pipe, boiler, tank and air duct insulation; air duct seam tape; gaskets; roofing tar, felt and mastic; asbestos-cement pipe, wallboard, and shingles; plaster and acoustical treatments; gypsum board taping compound; vinyl and asphalt floor tile; vinyl sheet flooring; vinyl flooring, base cove, and ceiling tile adhesive; caulking and glazing compound; acoustic ceiling and wall tile; lab fume hood liners, exhaust ducts and counter tops; and fire-rated door core insulation.

Contractor shall not disturb building materials and shall stop work and report any inadvertent disturbance of such materials immediately to the Associate Director of Campus Safety & Coordinator of Educational/Environmental Safety, 503-370-6907. Unless specifically qualified to do so, Contractor shall not enter an area that is posted with warning signs or labels indicating the presence of chemical, bio-hazardous or radioactive materials or equipment or areas that may have residual contamination from such materials. It is contractor’s duty to comply with OAR 340.248 and ORS Ch. 453.

1. **Willamette University Sexual Harassment Policy for Contractors.** Persons who work on Willamette University projects under contract must comply with the provisions of the University’s Prohibition of Harassment Including Sexual Harassment, which are found at <https://willamette.edu/offices/policies/selected/all_campus/prohib_harass.html>. If Willamette determines that any Willamette employee, student, agent, representative or associate is being sexually harassed by a Contractor, employee or subcontractor, the Contractor will immediately remove the employee or subcontractor from any and all Willamette University projects under contract. Contractors must operate in accordance with all federal, state and local laws and regulations, as well as with Willamette’s policies, including but not limited to its alcohol and drug, firearms/weapons, smoking, discrimination and Harassment policies found at [https://willamette.edu/offices/policies/selected/all\_campus/prohib\_harass.html](https://willamette.edu/offices/policies/selected/all_campus/prohib_harass.html.___________).

For information, consultation, advice or to lodge a complaint, contact the Associate Vice President for Human Resources, Willamette University, 900 State Street, Salem, OR 97301. (503) 370-6210 or the University Title IX Coordinator; 503-370-6453.

30. **Independent Contractor**. Contractor is an independent contractor and not an employee or agent of the University.

31. **General Provisions.** Contractor shall not discriminate against any employee or applicant for employment with respect to hire, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment because of race, color, religion, national origin, sex, or ancestry. Contractor further agrees that every subcontract or order given for the supplying of any goods or services rendered pursuant to this Agreement shall contain a provision requirement nondiscrimination in employment as herein specified.

The parties have executed this Agreement and intend it to be effective as of the Effective Date.

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| **Willamette University** |  | Contractor Full Legal Name |
| BY: |  | BY: |
| (Authorized Signature) |  | (Authorized Signature) |
| NAME: Click and Enter Name of Signatory |  | NAME: Click and Enter Name of Signatory  |
| (Print or Type Name of Signatory) |  | (Print or Type Name of Signatory) |
| TITLE: Click and Enter Title of Signatory |  | TITLE: Click and Enter Title of Signatory |
| (Title) |  | (Title) |
|  |  |  **Contractor UBI/Business License #:** Click and Enter UBI/Bus License # |
| And BY: |  |
| (Authorized Signature) |  |
| NAME: Click and Enter Name of Signatory |  |
| (Print or Type Name of Signatory) |  |
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