INDEPENDENT PERSONAL SERVICES PAYMENTS

DESCRIPTION

The honorarium form is used when making payment to an individual who provided professional personal services of a consulting, artistic or entertainment nature. To qualify, the individual must not have been on the payroll of the University or of any other agency of the State of Oklahoma within 12 months of the time that services are provided. The work must be of the type which the University stipulates only the desired objective. Generally, the individual should be an authority or recognized expert in the field of endeavor for which services are retained, and the service should be of a non-recurring nature. The service should not be available within the staffing of the University. Examples of services which qualify are:

a. A guest lecturer whose lecture is directed by the University only in terms of general subject matter to be covered. If included in a course, a lecture should only enhance and not serve as a source of fundamentals essential to the course of instruction.

b. An entertainer, guest artist, or guest director.

c. A recognized authority (e.g consultant) in a field of endeavor whose expertise is not otherwise available through University sources.

d. An artist commissioned to do a work of art for the University.

PROCEDURE FOR HONORARIUM FORM

1. Prior approval by the Vice President for Administration is required on all Independent Personal Service Contracts. This determination will be made according to the Internal Revenue Service guidelines.

2. The department making the payment should prepare the Independent Personal Services Contract. This form is available from the Business Office. The Independent Personal Services Contract should be completed as follows:

   a. Enter name of person completing the form, date form was prepared, and telephone number to contact should there be questions regarding completion of the form.

   b. Enter recipient's first name, middle initial, and last name, recipient's social security number (if not a U.S. citizen, please state), recipient's complete mailing address, date work performed, amount of payment, and type of work.

   c. Obtain signature of Vice President for Administration.

   d. Ask Recipient to sign in front of a Notary Public.

3. Submit all documents to the Business Office for payment.
NORTHWESTERN OKLAHOMA STATE UNIVERSITY
Alva - Enid - Woodward, Oklahoma
INDEPENDENT PERSONAL SERVICES CONTRACT

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Services performed under this contract must be of the type for which the University stipulates only the desired objective or product; the CONTRACTOR is free to determine the process or procedure to achieve that objective.

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DOCUMENT PREPARER _______________________ DATE _____________ TELE# _____________

THIS AGREEMENT made and entered into on ________________________ , 20____ by Northwestern Oklahoma State University, an agency of the State of Oklahoma, party of the first part, hereinafter referred to as UNIVERSITY, and

CONTRACTOR _______________________________________________
SOC. SEC. NUMBER ___________________________________________
ADDRESS ________________________________________________
CITY, STATE, ZIP __________________________________________
PHONE NUMBER ____________________________________________

party of the second part, hereinafter referred to as CONTRACTOR.

CONTRACT PERIOD: From: _________________, 20____
To: _________________, 20____

WITNESSETH:

That in consideration of the covenants and agreements herein expressed and of the faithful performance by CONTRACTOR of all covenants and agreements, the UNIVERSITY agrees to pay CONTRACTOR the following amount which includes travel and all other related expenses:

__________________________________________________ ($________________)

Task Statement: (Please describe the responsibilities of the CONTRACTOR in one or two sentences.)

__________________________________________________

__________________________________________________

__________________________________________________
TERMS AND CONDITIONS

1. All services performed under this agreement shall be rendered by CONTRACTOR as an independent contractor and in no way shall CONTRACTOR be deemed an employee of the UNIVERSITY.

2. CONTRACTOR shall be responsible for and hold the UNIVERSITY harmless from all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by or result from any act, omission, or neglect of the CONTRACTOR.

3. It is understood and agreed that none of the parties hereto shall assign, sublet or transfer any interest in this agreement without written consent of the other parties.

4. CERTIFICATION OF EMPLOYMENT STATUS - By signing this agreement, CONTRACTOR certifies that he/she is NOT an employee of the State of Oklahoma, and has not terminated employment with the State of Oklahoma within the twelve months prior to the performance of this contract.

5. APPLICABLE LAW - This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.

6. CONTRACTOR shall furnish the UNIVERSITY an itemized invoice for services performed.

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SOLE SOURCE PURCHASE JUSTIFICATION

Budget Administrator signature signifies that the services being provided are necessary to University responsibilities and can only be performed by the individual named above. (Not required for contracts under $2,500.00)

Signature__________________________________Date_________________________

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hand to this contract this __________ day of ________________, 20___.

NORTHWESTERN OKLAHOMA STATE UNIVERSITY

__________________________________  ____________________________
David Pecha
Vice President for Administration

IPS Contract (Rev. 7-06) 3 of 5
THE FOLLOWING AFFIDAVIT MUST BE SIGNED AND NOTARIZED IN ORDER FOR THIS AGREEMENT TO BE VALID.

NON-COLLUSION/NON-KICKBACK AFFIDAVIT

STATE OF OKLAHOMA )
COUNTY OF ______________ ) ss

________________________, of lawful age, being first duly sworn, on oath says:

1. (s)he is the fully authorized agent of_________________________________
   the CONTRACTOR under the contract which is attached to this statement, for the purpose of
   certifying the facts pertaining to the giving of things of value to government personnel in order to
   procure said contract;
2. (s)he is fully aware of the facts and circumstances surrounding the making of this
   contract to which this statement is attached and has been personally and directly involved in
   the proceedings leading to the procurement of said contract; and
3. neither the CONTRACTOR nor anyone subject to the CONTRACTOR's direction or control has
   paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of
   Oklahoma any money or other thing of value either directly or indirectly, in procuring the contract to
   which this statement is attached.

________________________
(Name)

Subscribed and sworn to before me this ______ day of _______________, 20____

My Commission Expires: ________________ ____________________________
(Notary Public)
(SEAL)
INVOICE

FROM:

_________________________________
_________________________________
_________________________________

TO:
Northwestern Oklahoma State University
709 Oklahoma Boulevard
Alva, Oklahoma 73717
580-327-1700

NWOSU Order # _____________

Invoice Amount:

______________________________________________ ($ ____________)

SERVICES PROVIDED:

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

The services shown above were completed on ________________________ and this invoice is hereby approved for payment.

_____________________________________
NWOSU Budget Administrator

_____________________________________
Date