

# ROGERS STATE UNIVERSITY

1701 West Will Rogers Blvd.  
Claremore, OK 74017

## PERSONAL SERVICES CONTRACT

THIS AGREEMENT made and entered into on \_\_\_\_\_ by Rogers State University, an agency of the State of Oklahoma, party of the first part, hereinafter referred to as UNIVERSITY, and

CONTRACTOR:

SOCIAL SECURITY NUMBER:

ADDRESS:

CITY, STATE AND ZIP CODE:

party of the second part, hereinafter referred to as CONTRACTOR, hereby agrees to:

In consideration of satisfactory performance of said services, the Agency agrees to pay the amount of \$\_\_\_\_\_ for those services listed above. CONTRACTOR hereby agrees to furnish UNIVERSITY with an itemized invoice for services performed under this Agreement.

It is further agreed by both parties that this Agreement shall be in effect for a period beginning \_\_\_\_\_ and ending \_\_\_\_\_.

It is further agreed by both parties that this Agreement may be cancelled by notice in writing by either party 30 days before cancellation. The UNIVERSITY reserves the right to cancel this contract for any reason.

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.

The CONTRACTOR shall carry on his work in accordance with the requirements of the Worker's Compensation Act, Title 85 of the Oklahoma Statutes, and shall not reject the provisions thereof during the life of the contract, and understands and agrees that any losses incurred during the term of this agreement in the performance of the services herein provided will not be indemnified by the University, the Board of Regents of Oklahoma University or the State of Oklahoma.

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

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 party.

In accepting this contract CONTRACTOR agrees that all books, records, documents, accounting procedures, practices or any other items of the service provider relevant to the contract are subject to examination by the UNIVERSITY, and the State Auditor and Inspector.

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

IN WITNESS WHEREOF, the parties hereto have approved this contract.

\_\_\_\_\_  
ROGERS STATE UNIVERSITY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

## **AFFIDAVIT**

**(THE FOLLOWING MUST BE SIGNED AND NOTARIZED IN ORDER FOR THIS AGREEMENT TO BE VALID)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ 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 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 the 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.
4. (s)he has not previously entered into a contract with the UNIVERSITY or any other state agency which would result in a substantial duplication of the final product required by the proposed contract.

SIGNED: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public (or Clerk or Judge)