



WESTERN
ILLINOIS
UNIVERSITY

**WESTERN ILLINOIS UNIVERSITY FOUNDATION
AGREEMENT FOR PROFESSIONAL SERVICES**

If the contractor is **NOT** a US
Citizen, do not use this form.
Please contact the Foundation
Office for instructions with regard
to how to proceed.



WESTERN
ILLINOIS
UNIVERSITY

AGREEMENT FOR PROFESSIONAL SERVICES

(INSERT NAME OF CONTRACTOR)

THIS AGREEMENT, by and between the Western Illinois University Foundation, hereinafter referred to as the "Foundation" and (Contractor's Name and Address) hereinafter referred to as the "Contractor" agree as follows:

A. SERVICES: *(Insert services to be performed)*

B. TERM: *(Insert beginning and ending dates of services – IMPORTANT NOTE: Service must not start until contract is finalized and approved by the appropriate Vice President)*

C. PAYMENT:

The Foundation agrees to pay the Contractor for services performed as follows: *(Insert payment amounts, terms, and payment due dates. This fee is to include all secretarial, clerical and similar incidental services.) If prepaying travel expenses such as an airflight, please indicate.*

Reasonable travel expenses, not to exceed \$ _____, will be reimbursed with prior written Foundation approval. Reimbursement requires the Contractor to submit appropriate documentation as determined by the University.

D. GOVERNING LAW: This contract shall be governed and construed in accordance with the laws of the State of Illinois.

E. FORMER WIU EMPLOYMENT: Check one of the following:

The Contractor certifies that neither it nor any of its primary employees are former employees of Western Illinois University.

The Contractor certifies that it or a primary employee was an employee of Western Illinois University as follows:

Department employed by:

Position held:

Date employment terminated:

Primary employee's name

F. CONFLICT OF INTEREST: Check one of the following:

- The contractor certifies that it is neither an employee of Western Illinois University nor the spouse or child of an employee of Western Illinois University.
- The Contractor certifies that it is an employee of Western Illinois University or the spouse or child of an employee.

Employee _____

Department _____

Spouse/Child of _____

Department _____

G. SUBCONTRACTOR CLAUSE: Check one of the following: (for consultant services only)

- The contractor does not anticipate utilizing the services of a subcontractor.
- The contractor anticipates utilizing the services of the following contractors and the estimated amount to be paid to each as shown below:

Contractor Name	Estimated Payment amount

H. CERTIFICATIONS

State Board of Elections Registration (P.A. 95-971)

Please check one:

- The Contractor certifies that they are not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160). Further the Contractor acknowledges that all contracts between State agencies and a business entity that does not comply with this section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

OR

- The Contractor certifies that they have registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to the Procurement Code (30 ILCS 500/20-160). Further, the Contractor acknowledges that all contracts between State agencies and a business entity that does not comply with the Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

Prohibition of Goods from Forced Labor Act: The Contractor certifies that in accordance with Public Act 93-0307 no foreign-made equipment, materials, or supplies furnished to the State of Illinois under the contract have been produced in whole or in part by forced labor, convict labor or indentured labor under penal sanction.

Conviction of a Felony: The Contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The Contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

Environmental Protection Act: The Contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-12 and that the Contractor acknowledges that the Foundation may declare the contract void if the certification completed pursuant to this subsection is false.

Debt Delinquency: The Contractor certifies that it, or any affiliate, is not barred from being awarded a contract under Section 30 ILCS 500/50-11 of the Illinois Procurement Code, as amended. Section 50-11 prohibits any bidder from submitting a bid or entering into a contract with a State agency if that bidder knows or should have known that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a)-(d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or a similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein.

The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60).

The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Foundation under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Foundation and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials. Failure to maintain the required books and records shall establish a presumption in favor of the Foundation for the recovery of any funds paid by the Foundation under this Contract for which adequate books and records are not available.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Service for withholding and reporting federal income taxes.) The contractor certifies that he/she is a:

United States Citizen Resident Alien Non-Resident Alien

The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is _____ and is doing business as a (check one):

<input type="checkbox"/>	Individual	<input type="checkbox"/>	Real Estate Agent
<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Government Entity
<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Tax Exempt Organization (IRC 501(a) only)
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Not for Profit Corporation
<input type="checkbox"/>	Trust or Estate	<input type="checkbox"/>	Medical and Health Care Service Provider Corporation

Under penalties of perjury, I certify that 1) The number shown is my correct taxpayer identification number 2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and 3) I am a U.S. person (including a U.S. resident alien).

I. NON-LIABILITY: In no event shall the Foundation be liable for any claims or liabilities arising out of the use of any libelous or other unlawful matter contained in data furnished by the Contractor under this contract.

J. INDEMNIFICATION: The Contractor shall indemnify and hold the Foundation, its officers and employees, and each of them harmless from and against any and all claims arising out of the work performed by the Contractor under this agreement.

K. STATE INCOME TAX: Informational Tax Returns (Form 1099) will be issued with the Illinois Department of Revenue for personal services performed in Illinois by nonresidents specifically named in the contract.

L. WAIVER: The failure of either party at any time or times to enforce any provision of this contract shall in no way be construed to be a waiver of such provisions or to affect the validity of this contract or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this contract.

M. ENTIRE AGREEMENT: This agreement, attachments, and incorporated references shall constitute the entire agreement between the parties with respect to the subject matter herein and supercedes all prior communications and writings with respect to the contents of said contract. No modifications, renewals, extensions or waiver of this contract or of any of the provisions of this contract, shall be binding upon either the contractor or the Foundation unless reduced to writing and duly executed by the Executive Officer of the Western Illinois University Foundation.

NOTE: This contract requires the signatures of the Executive Officer of the Western Illinois University Foundation and the fiscal agent of the account providing the fund BEFORE services are performed.

**WESTERN ILLINOIS
UNIVERSITY FOUNDATION**

By X
Date _____
Title **Fiscal Agent**

CONTRACTOR

By X
Date _____
Title _____

By X
Date _____
Title **Executive Officer, WIU
Foundation**