

DELETE These instructions before forwarding to the Vendor for signature

When to use of REQUEST FOR HONORARIUM: The most updated Request for Honorarium Form should be downloaded for each new honorarium.

- Complete the Request for Honorarium if the request is a nominal, one-time payment (not a fee) to symbolize respect, admiration or appreciation to an individual who is not an employee, for a special and non-recurring activity, non-commercial service, or event for which no remuneration is collectable by law.
 - Examples: guest speaker, participating as a judge in a contest, musician in a recital, participating in workshops and/or seminars, presenter.
- If a contract is desired or required by the individual, if a tangible item is provided with a task (ex...report, analysis), or a fee is negotiated and agreed upon, regardless of the amount, complete the Purchase Agreement, as this is considered a contractual agreement.

When to use of PURCHASE AGREEMENT: When contracting with an individual as an independent contractor, the most updated Purchase Agreement should be downloaded for each new contract.

- Use the following questions to identify if the Vendor should be classified as an employee and not subject to a Purchase Agreement:
 - Is the individual an enrolled student or a current employee?
 - Will this individual provide essentially the same service as provided by a University employee?
 - Will the individual provide services exclusively for EIU?
 - Does the University have the right to supervise when, where, and how the work is completed?
 - Are the hours of work established by EIU?
 - Will payment be based on the hours of service multiplied by an hourly, weekly, or monthly rate?
 - Will EIU provide assistance to the individual such as additional personnel, supplies, equipment, or reimbursement for expenses?
 - May the individual cease providing services prior to completion of the work without incurring legal liability?
 - Has the individual been employed by EIU or the State of Illinois in the last 3 years OR has a member of the immediate family been employed by EIU or the State of Illinois in the past 2 years?
- If the response to any of the above questions are yes, contact the Director of Human Resources. If Procurement has questions or doubts, you will be contacted to discuss the independent contractor status of the individual.
- If the response to all questions is no, proceed with the Purchase Agreement. A requisition will need to be entered in Banner and submitted with the Agreement prior to Procurement processing the agreement.
- Besides filling out all the designated fields **indicated in red**, **no changes can be made to this agreement without additional review by Procurement. Procurement will have final draft approved by the University's Legal Counsel.**
- Allow a minimum of two weeks lead time prior to the event when submitting a Purchase Agreement and Requisition.
- All agreements must be signed by the vendor and fiscal agent **before** coming to Procurement. Agreements need to be sent to Procurement with a requisition and must be signed by Procurement **before the Agreement is considered fully executed** and services can begin.
- Departments should contact Procurement for further guidance for agreements totaling \$20,000 and over before sending an agreement to a vendor for signature.

Regardless of dollar amount, conflicts of interests must be preapproved through Procurement. A conflict of interest can occur when a Vendor or Vendor's immediate family is or has been employed by the state in the past 3 years, is or has been an elected official, is a lobbyist, or worked on an election committee. If you believe a conflict of interest may exist or need additional information to determine if there is a conflict, please contact Procurement to discuss how to proceed.

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Purchase Agreement Section instructions

The department is responsible for attending to all **RED** areas in the agreement and deleting the instructions, before finalizing the contract to send to the vendor.

The Vendor is responsible for attending to all **GREEN** areas in the agreement. Do not highlight and change the green areas, please leave those areas **GREEN** for the Vendor to address.

Compensation- Section C

If travel expenses are allowed and reimbursable, travel should be entered on the requisition. The Banner accounting code shall be 71286 (non-employee travel). The original invoice(s) should be sent to the Department of Procurement, Disbursements and Contract Services to be processed for payment against the Purchase Order.

Employee or Annuitant Status – Section S

- If the Vendor is an employee, you must proceed with Human Resources.
- If a Vendor discloses any relationship identified in 30 ILCS 500/50-35(b), the University (Procurement) must complete a conflict of interest and review with the State Purchasing Officer (SPO), which may include forwarding the Form to the Chief Procurement Officer (CPO) or the Procurement Policy Board (PPB).
- If the Vendor is receiving an annuity, the Vendor & Agreement must be reviewed by the Human Resources Department before the Agreement can be approved and services can be performed. **The State University Retirement System (“SURS”)** has specific rules regarding payments to annuitants who return as employees of the University or receives compensation from the University. The Benefits Office will determine the maximum amount that can be paid under this agreement. That amount must be obtained **prior to** the finalization of this Agreement.

Insurance Requirements – Section T

The University requires contractors, consultants, and other service providers to have liability insurance and other insurance as necessary to protect the financial interests of the University. Before the contracting process begins, the requesting department should discuss insurance requirements with the proposed contractor so there are no surprises or misunderstandings. Please review the Insurance requirement page which indicates the insurance requirements. Exceptions to the University’s insurance requirements will be made only after a risk identification and evaluation process. To request an exception, submit a written request to Risk Management.

Certifications- Section U

“Eastern Illinois University Terms and Conditions and Certifications” are a part of every agreement. There are exemptions that may render the certifications not applicable. Is your contract for:

- a. events or activities paid for exclusively by revenues generated by the event or activity, gifts or donations for the event or activity, private grants, or any combination thereof. (30 ILCS 500/1-13(b)(2))
- b. events or activities for which the use of specific potential contractors is mandated or identified by the sponsor of the event or activity, provided that the sponsor is providing a majority of the funding for the event or activity. 30 ILCS 500/1-13(b)(3))
- c. athletic, artistic, or musical services, performances, events, or productions by or for a public institution of higher education. (30 ILCS 500/1-13(b)(4))

If so, EIU Small Purchase Certifications (2 pages at the end) may be removed.

Data Security-

Any services that involve handling of University Data must be reviewed by Information Security. Additional terms and conditions may be required to protect University Data maintained or handled by vendors. For additional guidance contact Information Technology Services.

Procurement can be contacted at 581-5313 for more guidance on use of the Purchase Agreement.

PDCS use only		P/U	Mail
PO# _____	E# _____	Due Date: _____	
Invoice # _____	Org/Acct# _____	Contact: _____	

Eastern Illinois University Purchase Agreement

Requisition # _____

THIS AGREEMENT, by and between the Board of Trustees of Eastern Illinois University, hereinafter referred to as the "University" 600 Lincoln Ave, Charleston, IL 61920, and insert Legal Vendor name with its principal office at insert Vendor address hereinafter referred to as the "Vendor" agrees as follows:

- A. **Services:** Vendor agrees to furnish to the University the following services:

Insert services to be performed, including any specifications, timetables, and milestones for delivery.

- B. **Term:** Services shall be provided for the period beginning Insert date services are to begin or upon full execution of agreement and ending insert date services are to be completed. In no event can an agreement go beyond ten (10) years.

- C. **Compensation:** Vendor shall receive as compensation for all work and services to be performed herein, a fee of insert amount per day/or flat fee amount. This fee is to include all secretarial, clerical, and similar incidental services.

Travel expenses are: ☐ not applicable to this contract

☐ booked and provided by the University as follows:

Reasonable travel expenses, if provided, shall be provided pursuant to the rules promulgated by the State of Illinois Travel Regulations Council at the rate the University allows for employees. Reasonable travel expenses booked by the University shall not exceed \$insert a not to exceed travel amount.

☐ reimbursed as follows:

Reasonable travel expenses, not to exceed \$insert a not to exceed travel amount, will be reimbursed with prior University approval. Reimbursement requires the Contractor to submit receipts. If included, all travel expenses shall be payable pursuant to the rules promulgated by the State of Illinois Travel Regulations Council at the rate the University reimburses employees.

Total compensation (fee and travel if applicable) is not to exceed \$insert total agreement amount. All payments shall be made pursuant to the Illinois State Prompt Payment Act 30 ILCH 540.

- D. **Subject Data:** In consideration for the payment described, Vendor agrees to assign all rights, title, and interest in all deliverable Subject Data (including all notes, designs, drawings, memoranda, reports, computer programs/input and output, and other technical data) first produced under this agreement, including copyright, to the University. Vendor understands the University shall have exclusive right to use the Subject Data for any purpose, including but not limited to use, reproduction, distribution, distribution, sale, licensing, and sublicensing of the Subject Data, and the development of derivative works based in whole or in part on the Subject Data, without further compensation to Vendor. For data not first produced under this agreement, Vendor certifies that it has acquired the necessary rights/licenses for the University to copy and use said data, at its discretion, without compensation by the University. In no event shall the University be liable for any claims or liabilities arising out of the use of any libelous or other unlawful matter contained in any data furnished by the Vendor under this agreement.

- E. **Statutory Compliance:** All commitments by the University under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the University, including the Illinois Freedom of

Information Act. Vendor agrees to comply with all applicable federal, state, and local laws, orders, and regulations. All contracts shall be in full compliance with the Illinois Procurement Code, 30 ILCS 500, and the Procurement Rules of the Chief Procurement Officer for Public Institutions of Higher Education, 44 Ill. Adm. Code 4.

- F. Governing Law:** All contracts shall be governed and constructed in accordance with the laws of the State of Illinois. Venue shall be in Coles County, Illinois.
- G. Independent Contractor:** Vendor shall have sole control over the manner and means of providing the work and services performed under this agreement. The University's relationship to the Vendor under this agreement shall be that of an independent Contractor. Vendor shall not be considered an agent or employee to the University for any purpose. If it becomes necessary for the vendor to be legally classified as a University employee in accordance with Internal Revenue Service guidelines, such reclassification may require the withholding of taxes from payments to the Vendor.
- H. Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by fax, telex, or telegram; or (iii) upon receipt if sent by U.S. mail postage prepaid, registered or certified return receipt requested mail. Each such notices shall be sent to the party at its regular business address set forth below or to any other address as the party may designate by notice delivered pursuant hereto:

As to EIU:

Eastern Illinois University
Department of Procurement, Disbursements and Contract Services,
1135 Old Main
600 Lincoln Avenue
Charleston, IL 61920
217-581-5313
purchase@eiu.edu

As to Vendor:

e-mail: _____

- I. Assignment and Subcontracting (30 ILCS 500/20-120):** Any contract may not be assigned or transferred in whole or in part by vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the contract. All subcontracts must include the same certifications and disclosures that vendor must make as a condition of their contract.
- J. Prevailing Wage (820 ILCS 130/3 et. seq.):** When applicable, all vendors must include payment of prevailing wages to all workers, in accordance with the Illinois Department of Labor, Rules and Regulations and the current Coles County Prevailing Wage rate table for Coles County, Illinois.
- K. Records Retention (30 ILCS 500/20-65):** The vendor (and any subcontractors) shall maintain, for a minimum of three years after completion of contract, adequate books, records and supporting documents to verify amounts, receipts and uses of all disbursements of funds passing in conjunction with this contract. Records shall be available for review and audit by the Auditor General. If this order is funded from contract/grant funds provided by the U.S. Government, the order, books, and records shall be available for review and audit by the Auditor General of the U.S. and/or the Inspector General of the federal sponsoring

agency. The vendor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, CPO, internal auditor, and the purchasing agency. Failure to maintain records required by this provision shall establish a presumption in favor of the State for recovery of any funds paid by the State under contract for which adequate records are not available to support their purported disbursement.

- L. **Non-liability:** In no event shall the University 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 Vendor under this agreement.

M. **Termination:**

- a. **Termination for Cause:** The University may terminate the resulting contract, in whole or in part, immediately upon notice to the Vendor if: (a) the University determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property or (b) Vendor fails to perform to the University's satisfaction any material requirement of the resulting contract. The University shall provide written notice to the Vendor to cure the problem identified within a specified period of time. If not cured by the specified date, the University may either immediately terminate the contract without additional written notice or enforce the terms and conditions of the contract.
- b. **Termination for Convenience:** The University may, for its convenience and with 30 days prior written notice to Vendor, terminate the resulting contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.
- c. **Termination for Non-appropriation:** This agreement is subject to termination and cancellation without any penalty, accelerated payment, or other recoupment mechanism as provided herein, in any fiscal year for which the Illinois General Assembly fails to make an appropriation to make payments under the terms of this agreement. In the event of termination for lack of appropriation, the Vendor shall be paid for services performed.

- N. **COVID-19: With respect to work performed on campus,** Vendor agrees to comply with all Illinois Executive Orders and [University's COVID-19 policies](#) while on campus.

- O. **Force Majeure:** The performance of this agreement is subject to termination without liability or penalty to either party upon the occurrence of any circumstance beyond the control of either party—such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, declaration of a state emergency, issuance of travel advisories by local, state, federal or other applicable authorities advising against travel to the area, imposition of quarantine restrictions.

- P. **Indemnification:** The vendor shall defend, indemnify, keep, and save harmless the Board of Trustees, its board members, representatives, officers, agents, and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorney's fees, caused by, growing out of, or incidental to, performance of work under a contract by Vendor or their subcontractors to the full extent which would render these provisions void or unenforceable. In event of any such injury (including death) or loss or damage, or claims therefore, Vendor shall give prompt notice to University. This indemnification obligation shall survive the termination or expiration of this Contract.

- Q. **Minorities, Females, Persons with Disabilities, Veterans, and Small Businesses:** Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:

- | | | | |
|--------------------------|---|--------------------------------------|-------------------------------------|
| | | Minority (30 ILCS 575/2(A)(1) & (3)) | |
| <input type="checkbox"/> | Veteran (30 ILCS 500/45-57) | <input type="checkbox"/> | American Indian or Alaska Native |
| <input type="checkbox"/> | Small Business (30 ILCS 500/45-45) | <input type="checkbox"/> | Asian |
| <input type="checkbox"/> | Female (30 ILCS 575/2(A)(2) & (4)) | <input type="checkbox"/> | Black or African American |
| <input type="checkbox"/> | Disadvantaged (49 CFR 26) | <input type="checkbox"/> | Hispanic or Latino |
| <input type="checkbox"/> | Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) | <input type="checkbox"/> | Native Hawaiian or Pacific Islander |

The University encourages business owned and controlled by minorities, females, persons with disabilities, veterans, and small business register with the State of Illinois Business Enterprise Program at

https://www2.illinois.gov/cms/business/sell2/bep/Pages/Vendor_Registration.aspx . If certified, vendor certifies that they are a:

- ☐ MBE ☐ PBE ☐ SDVOSB ☐ SWS
☐ VOSB ☐ WBE ☐ WMBE

- R. **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 Vendor certifies that he/she is a:
- ☐ United States Citizen ☐ Resident Alien ☐ Non-Resident Alien

ATTN VENDOR: PLEASE COMPLETE, PRINT, SIGN & RETURN YOUR IRS form W-9 with the signed agreement. If a non-Resident Alien, provide IRS form W-8BEN (in place of W-9), copy of Visa- indicate type of Visa, and copy of Passport.

- S. **Tax-Payer Certification:** I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me). 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 Service (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 I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the legal name of the entity as used to apply for the entity's EIN and the EIN.

Name/Legal Business Name: _____

Employer Identification Number or Social Security Number: _____

Under penalties of perjury, the Proposer certifies that it is doing business as a (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor/Sole Member LLC | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | (select applicable tax classification) |
| | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

- T. **Employee or Annuitant Status:** Please indicate whether Vendor is an Illinois State Employee currently or in the previous 3 years, is the spouse, father, mother, son, or daughter of an Illinois State Employee who has been employed in the previous 2 years, or any other relationship identified in 30 ILCS 500/50-35(b), or an annuitant receiving an annuity from the State University Retirement System as defined under 40 ILCS 5/15-119.
- ☐ No ☐ Yes- Explain: _____

- U. **Insurance:** Vendor shall maintain for the duration of this contract a policy or policies of insurance with coverage and limits adequate to satisfy all liabilities relating to its performance of work, including but not limited to any liability Vendor may incur resulting from indemnification obligations and under applicable law. The insurance shall be commensurate with usual and customary industry practices for similarly situated businesses. Vendor shall comply with applicable laws governing workers' compensation and mandatory

insurance for vehicles. The University reserves the right to request a certificate of insurance at any time.

ATTN DEPARTMENT: REMOVE THIS INSTRUCTION LANGUAGE FROM FINAL CONTACT The Insurance Requirement shall be included with this agreement, along with a Certificate of Liability, naming Board of Trustees of Eastern Illinois University as Certificate Holder and as Additional Insured. *If you have an approved exception from Risk Management and insurance is not required, provide a copy of the exception, and omit Section (V. Insurance) and remove the Insurance Requirements Form attached.*

- V. Certifications:** The attached EIU Small Purchase Certifications apply to this agreement unless contract is exempt. By signing the contract, the vendor agrees to abide by those statutory requirements. **If the University department is claiming exemption, check the appropriate exemption below**, and those certifications do not apply.
- a. ☐ events or activities paid for exclusively by revenues generated by the event or activity, gifts or donations for the event or activity, private grants, or any combination thereof. (30 ILCS 500/1-13(b)(2))
 - b. ☐ events or activities for which the use of specific potential contractors is mandated or identified by the sponsor of the event or activity, provided that the sponsor is providing a majority of the funding for the event or activity. 30 ILCS 500/1-13(b)(3))
 - c. ☐ athletic, artistic, or musical services, performances, events, or productions by or for a public institution of higher education. (30 ILCS 500/1-13(b)(4))
- ATTN DEPARTMENT: REMOVE THIS INSTRUCTION LANGUAGE FROM FINAL CONTACT** *If exempt, omit the two (2) EIU Small Purchase Certification pages attached.*
- W. Federal Certifications:** This contract is funded by a federal grant, by signing this contract, the vendor certifies that they are bound to the Federal Certifications found at <https://www.eiu.edu/purchasing/forms.php>
ATTN DEPARTMENT: REMOVE THIS INSTRUCTION LANGUAGE FROM FINAL CONTACT *If contract is not federally funded, remove this Section (X. Federal Certifications).*
- X. Conflicting Documents:** In the event of a conflict between the contract certifications and the contract or purchase order, whichever may be the case, contract certifications shall control.

Entire Agreement: This agreement, attachments, and incorporated references shall constitute the entire agreement between the parties with respect to the subject matter herein and supersedes 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 Vendor or the University unless reduced to writing.

**Board of Trustees of
Eastern Illinois University**

Insert LEGAL Vendor Name

Purchasing Department Signature & Date

Signature

Print Name & Title

Print Name & Title

Fiscal Agent Signature & Date

e-mail address
(Please print legibly)

Insert Fiscal Agent's Name & Title

ATTN Vendor: attention is required for all areas in GREEN, Also, review the contract header and signature area for the correct business name and address before signing the agreement, as this is the entity who will be paid and the address that will be used for payment.

INSURANCE REQUIREMENTS

The Vendor shall cause a Certificate of Insurance to be issued indicating the agreement number and showing the following required coverage in no less than the minimum coverage limits listed below. The insurance companies providing coverage must have a current A.M. Best rating of B++; VII or better and be duly authorized by the Department of Insurance of the State of Illinois to do business in Illinois. The Vendor must agree to maintain such insurance for the duration of the agreement or the term for which services shall be rendered.

- | | | |
|--|--|-----------------------------------|
| A. Worker's Compensation
(including Occupational Disease) | | - Statutory Limits (Illinois) |
| Employer's Liability (Part B) | | - \$500,000 per occurrence |
| | | |
| B. Commercial General Liability
(including Products & Completed Operations) | | |
| Combined Single Limit | | - \$1,000,000 per occurrence |
| OR | | |
| Bodily Injury: | | - \$1,000,000 per occurrence and |
| Physical Damage | | - \$1,000,000 per occurrence |
| | | |
| C. Commercial Automobile Liability | | |
| Combined Single Limit | | - \$1,000,000 per occurrence |
| OR | | |
| Bodily Injury: | | - \$1,000,000 per occurrence, and |
| Physical Damage | | - \$1,000,000 per occurrence |

With respect to Commercial General Liability and Automobile Liability insurance, the Board of Trustees of Eastern Illinois University shall be named as an additional insured for any liability incurred by the University arising from activities of the Vendor.

The Vendor shall furnish the Purchasing Department, Room 1135 Old Main, Eastern Illinois University, 600 Lincoln Avenue, Charleston, Illinois 61920, original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this agreement, and renewal Certificate(s) of Insurance if coverage has an expiration or renewal date occurring during the term of this agreement. All certificates shall provide that the University be given thirty (30) days written notice prior to any change, substitution or cancellation before the stated expiration date.

The receipt of any certificate does not constitute agreement by the University that insurance requirements have been met. Failure of the University to obtain certificates or other insurance evidence from the Vendor shall not be deemed a waiver by the University.

Assigned Subcontractors must comply with the same insurance coverage requirements as the Vendor. Subcontractors shall secure a Certificate of Insurance naming the Board of Trustees of Eastern Illinois University as an additional insured and shall submit such Certificate(s) of Insurance through the Vendor. The agreement number must be indicated on the Certificate.

Please complete and sign below if specified insurance coverage can be furnished.

Print Name of Organization _____

Signature of Authorized Representative _____

Print Name and Title _____

Date _____