Consultant Guide

Process for Retaining Independent Contractors / Consultants Over $10,000

May 2015
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I. Getting Started

Introduction

Welcome to the Consultant Guide for initiating independent contractor paperwork. This guide provides information, resources, and tools for understanding the consultant/contractor process. If you have questions about this Guide, or its contents, please contact Karen Ashe at karen.ashe@asu.edu.

How do I use this Guide?

This Guide is divided into three (3) main sections as described below. Guide users are encouraged to visit all sections for a comprehensive overview of ASU policy guidelines for hiring an Independent Contractor. Additional information can be found at:

http://www.asu.edu/aad/manuals/pur/pur402-01.html,
http://www.asu.edu/aad/manuals/fin/fin421-01.html, and
http://www.asu.edu/aad/manuals/rsp/rsp503-03.html

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Independent Contractor Fundamentals

Overview of an Independent Contractor

An Independent Contractor/Consultant can be an individual, a business, or a corporation that provides services usually with specific deliverables to another entity under terms specified in a contract. An independent contractor performs a particular service whereby the person who does the work exercises a greater degree of control and direction than does ASU over the manner in which the job is done. *meaning they control their own hours and process for completing their work.

Individuals performing services for ASU under conditions whereby ASU exercises a greater degree of control and direction are treated as employees for tax withholding purposes. *meaning ASU/Dept may dictate specific hours/duties and accountabilities.
Short-term consulting agreements with individuals who are incoming employees with a start date typically six (6) months or less in the future or separating employees who typically are finishing up a project or otherwise assisting in the transition to a new hire are not considered an independent contractor. These individuals will be paid through the payroll system and these appointments must be supported by a written agreement. Note: Individuals who are not currently on payroll, but have worked for ASU within the last twelve months also will generally be treated as employees.

Employees of ASU may not provide personal/professional services to the University except as a result of a formal solicitation.

If an individual does not qualify as an independent contractor, payment must be made through the payroll system.

What / Who determines if an individual qualifies for Independent Contractor Eligibility?

Financial Services will make the final determination/approval if the proposed candidate is eligible for contract status. The requesting department must complete the form, **Employee/Independent Contractor Determination Checklist (Exhibit A)**.

*Corporations/LLC’s do not need to fill out the Determination Checklist.

The requesting department must forward the form to Financial Services for approval. Once approval is received, the requesting department will submit all paperwork to Purchasing and Business Services.

II. Additional Forms Required

- Arizona State University FACTA Compliant Substitute W9 & Vendor Authorization Form (Exhibit B)
- W-8BEN (applicable if a foreign national) (in lieu of FACTA Compliant Substitute W-9 and Vendor Authorization Form (Exhibit C)
- Agreement for Consultant Services (applicable only if total amount paid for services exceeds $10,000) (Exhibit D)
- Certificate of Insurance (Exhibit E)
- Sole Proprietor Workers Compensation Waiver Form, if applicable (Exhibit F (A)
  - or Independent Contractor Agreement (Workers Compensation), if applicable (Exhibit F (B)
- Justification for Sole Source Purchase (Exhibit G)
III. Insurance Requirements

Certificate of Insurance (Exhibit E)

*Note: Downtown ASU Campus requires a different insurance certificate. Please contact University Risk Management

The general policies shall be endorsed to include the following:

“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured’s with respect to liability arising out of the activities performed by or on behalf of the Contractor”. **Endorsement must be submitted.**

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. **Endorsement must be submitted.**

The State of Arizona, the Arizona Board of Regents, and Arizona State University shall be named as the certificate holder. The address should be: PO Box 875212, Tempe AZ 85287-5212.

- General Liability Insurance – coverage in the event the contractor causes injuries or damages on ASU property.
- Additional Insured – protects ASU under the contractor’s insurance policy.
- Waiver of Subrogation – If there is a claim against the contractor (injury or property damage) the claimant cannot sue ASU, they can only sue the contractor & their insurance company.
- Workers Comp – Contractor may fill out **Sole Proprietors Worker’s Compensation Waiver Form** in lieu of purchasing Workers Comp. (Exhibit F (A) and Exhibit F (B))
- General Automobile Liability - Coverage of contractor’s vehicle if the contractor will drive on ASU business. If contractor will not be utilizing a vehicle for business, the department may submit a written justification requesting a waiver: of the automobile liability requirement (applicable for sole proprietors only).
IV. WORK FLOW CHART

With the exception of construction related services, the expected dollar amount to be paid to the contractor determines whether or not a contract may be executed at the department level.

If the total amount, excluding expense reimbursements, is $10,000 or less, the department and the contractor may complete a Departmental Professional Services Order (DPSO). Payment is made by completing a Payment Voucher (PV) and submitting it along with the DPSO and a completed Employee/Independent Contractor Determination Checklist, if required, to Financial Accounting Support. (refer to FIN 421-01)

If the expected dollar amount to be paid is more than $10,000, excluding expense reimbursements, the following process must be followed. Please note the Purchasing and Business Services contract signature policy in PUR 202: Contract Signature Authority and the Office of General Counsel “Contract Signature Authority”.

Requesting department is responsible for obtaining all the documentation listed in Steps 1 – 7. Once all documentation is complete, it must be submitted as a complete package to Purchasing and Business Services along with the RX (Step 8).

***Exception*** For any dollar amount, if the potential contractor is a building contractor, architect, engineer, or other professional whose services will result in a construction project, departments are required to submit a Purchase Request (RX) to Purchasing and Business Services, Construction Team. Purchasing and Business Services will determine which contract forms will be required. For guidance on services which will result in a construction project, please refer to PUR 402-02, “Professional Design Services costing $250,000 or less” and PUR 402-03, “Professional Design Services costing more than $250,000 and Construction Services”.

**Step 1 – Employee/Independent Contractor Determination Checklist (Exhibit A)**

This form must be completed and approved before making a commitment. (2 Pages)

- Section 1 Current Employer/Employee Relationship
  - a. Typically any contractor who MAY become a future employee or is an employee is not eligible to be a contractor.
- Section 2 – Only fill out Part A, Part B, OR Part C
- Section 3 – Department to fill out
- Section 4 – Contractor/Consultant to sign and date
- Section 5 – Director or above printed name and signature
  Form prepared by name
Step 2 – **ASU FACTA Compliant Sub W9 & Vendor Authorization Form** *(Exhibit B)*

For tax reporting purposes and payment for consulting services. (2 Pages)

- TIN – Social Security number for non-corporations or Tax ID number for Corporation
- Legal Mailing Address – to receive payments/paperwork
- Entity Type – must choose one
- Sign bottom of page 1
- Page 2 – Legal Name (Consultant or DBA or Corporation)
- Section 1 – Check all boxes that apply
- Section 2 – Check box / print & sign name
- If consultant is a foreign national, **form W-8BEN** must be submitted in lieu of a FACTA Compliant Sub W-9 & Vendor Authorization form (see **Exhibit C**)

Step 3 – **Agreement for Consultant Services** *(Exhibit D)*

Contract between ASU and Consultant. (12 Pages)

- Page 1 – Consultant name/address and length of agreement
- Page 6 – Consultant name / Consultant Sign By: / Title
- Page 7-9 – **Exhibit A** Description of Consultant service and deliverables (may attach explanation)
  - **Exhibit B** Compensation – Fees for Services should include all possible, maximum payout. Reimbursement for Expenses should include potential travel, entertainment, meals, etc. Prior Approval required for expenses of (include amount). **Expenses shall not exceed ASU per diem amounts.**
  - **Exhibit C** Insurance – Select requirements based on service.

Step 4 – **Request for Certificate of Insurance** *(Exhibit E)*

Request for Certificate of Insurance should be sent to Consultant or Consultant’s Insurance Broker.

- Broker will create a Certificate of Insurance to satisfy requirement
- Certificate of Insurance must be signed by authorized insurance agent
- Certificate Holder must be:
  - **THE STATE OF AZ, ARIZONA BOARD OF REGENTS, ARIZONA STATE UNIVERSITY**
  - **ASU EXECUTIVE DIRECTOR OF PURCHASING & BUSINESS**
  - **PO BOX 875212 TEMPE, AZ 85287**
- Additional Insured and Waiver of Transfer of Rights of Recover must include:
  - The State of Arizona
  - The Arizona Board of Regents and
Step 5 (a) – **Sole Proprietor Workers’ Compensation Waiver Form**  
(Exhibit F (A))

Workers Compensation Waiver - (Applicable only for individuals and sole proprietors with no employees). (1 Page)

- Fill out First paragraph and Sole Proprietor box / Sign and date
- State Agency Box – leave blank
- The Purchasing Buyer will send the form to State Risk Management for signature.

Step 5 (b) – **Independent Contractor Agreement Form**  
(Exhibit F (B))

Workers Compensation Waiver – (Applicable only to Corporations, Limited Liability Companies, Partnerships or Sole Proprietors with employees). (2 Pages)

- Fill out Name of Independent Contractor box / Sign and date
- State Agency Box – leave blank
- The Purchasing Buyer will send the form to State Risk Management for signature.

Step 6 – **Automobile Waiver Request**

All Consultants/Contractors must carry automobile liability insurance in the event they cause injury or damage with their vehicle. If automobile usage is not part of Consultant/Contractors scope of work then the department may request a Waiver of the Automobile Liability requirement from ASU’s Insurance Services. An email or memo from Insurance Services waiving the requirement must be attached to all submitted documents.

Step 7 – **Justification for Sole Source Purchase**  
(Exhibit G)

All documents are required and must be filled out and signed/dated to the best of Consultant’s ability. Applicable only if the total dollar amount will exceed $100,000 in any fiscal year or one (1) project/engagement. **Certifications must be completed and signed by Consultant. (9 Pages)**

- Justification for Sole Source Purchase
  - Page 1 completed by department
    - Date / Department / Area/Org# (Account to be charged) / Supplier (Consultant Name)
    - Item Description & Reason – provide brief explanation
    - Technical Characteristics – provide brief explanation
    - Other – how Consultant was found
    - Signature & Title of Requesting Department Contact
  - Page 2 completed by Purchasing
  - Pages 3-9 to be completed by Supplier
Department is responsible for obtaining all the documentation listed in Steps 1 – 8. Once all documentation is complete, it must be submitted as a complete package to Purchasing and Business Services along with the RX (Step 8).

**Step 8 – Consultant Documentation**

The following documentation will be submitted to the appropriate buyer in Purchasing and Business Services for review, approval, signature, and generation of purchase order.

1. [Employee/Independent Contractor Determination Checklist](#) (if applicable)
2. [Agreement for Consultant Services](#)
3. Certificate of Insurance
   a. [Sole Proprietor Workers’ Compensation Waiver form](#) (if applicable)
   or [Independent Contractor Agreement form](#) (if applicable)
   b. Automobile Liability Waiver Request (if applicable)
4. [Sole Source Justification](#) (if applicable)
5. RX document

A copy of the signed agreement and purchase order will be sent to the consultant and to the department.
V. EXHIBITS

EXHIBIT A

INDEPENDENT CONTRACTOR DETERMINATION CHECKLIST FORM

REQUIRED FOR ALL INDIVIDUALS / SOLE PROPRIETORS
Arizona State University
Employee/Independent Contractor Determination Checklist

NOTE: This form must be completed by the department and reviewed and approved by the Tax Services unit of Financial Services BEFORE making a commitment to an individual to be paid as an independent contractor.

This two-page checklist must be completed to provide information to Tax Services that will be used to determine whether an employer/employee relationship exists for federal, state and FICA tax purposes. The questions below will provide information as to the degree of control and the degree of independence in the relationship between the individual performing services and ASU. Additional information may be requested, as necessary. Final determination is made by Tax Services and is based upon consideration of all of the known facts.

Sections 1 and 2 may be completed by the requesting department or by the individual performing service. Section 3 must be fully completed by the department. Section 4 must be signed by the individual performing services. Signatures are required prior to submission to Tax Services. Incomplete forms will be returned to the originating department.

EXCEPTIONS – Per FIN 421-01, the Checklist must be completed for engagements of all service providers except for:

- Expense reimbursement only (no income or honorarium payment is included)
- Cumulative payments to the individual service provider of less than or equal to $600 per calendar year
- Guest lecturers and speakers visiting campus for less than two weeks
- Individuals performing external peer review consulting services as part of departmental or program accreditation or performance monitoring
- Performers giving a limited number of performances
- Athletic officials
- Corporations, partnerships, or other business entities with an employer identification number (EIN)

Policy references are: SPP 210, Consultants/Independent Contractors; FIN 421-01, Guest Lecturers, Consultants, and Other Independent Contractors; FIN 425-04, Nonresident Alien Independent Contractors; PUR 202, University Policy on Signature Authority for Contracts.

NAME OF SERVICE PROVIDER

<table>
<thead>
<tr>
<th>SECTION 1</th>
<th>Employer/Employee Relationship</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Has this individual been employed by ASU (regular or temporary appointment) during the 12 month period prior the date these services are to begin?</td>
<td>A. ___</td>
<td>___</td>
</tr>
<tr>
<td>B.</td>
<td>Does ASU plan to hire this individual as an employee soon after the period of his or her services as an independent contractor?</td>
<td>B. ___</td>
<td>___</td>
</tr>
<tr>
<td>C.</td>
<td>Is this individual currently receiving payments from the Arizona State Retirement System?</td>
<td>C. ___</td>
<td>___</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION 2</th>
<th>Complete only ONE of the following parts.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part A: Lecturer/Instructor</td>
<td></td>
</tr>
<tr>
<td>If the guest lecturer/instructor’s visit to ASU will be for less than two weeks, the Checklist is NOT required.</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Is the individual a guest lecturer, meaning an individual who lectures at only a few class session?</td>
</tr>
<tr>
<td>2.</td>
<td>Is the individual the ‘instructor of record’ in a department course being offered for academic credit toward a university degree?</td>
</tr>
</tbody>
</table>

Part B: Researcher |
Because Research is such a key function of ASU, individuals engaged to perform research services for a department or sponsored project will generally be treated as employees, unless they are co-PIs on an ASU Grant. Non co-PIs must complete Part C. |
| 1. | Will the individual serve in an advisory or consulting capacity with a University faculty member or director in a “collaboration between equals” type arrangement? | 1. ___ | ___ |
| 2. | Will the individual perform research in an arrangement whereby an ASU faculty member or director serves in a supervisory capacity? | 2. ___ | ___ |

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Part C: All other Individuals

1. Does the individual routinely provide the same or similar services outside of ASU to the general public as part of a continuing trade or business? YES NO

2. Will the department provide the individual with either specific instructions, supplies, or equipment to perform the required work, rather than rely on the individual’s expertise, supplies and equipment? YES NO

3. Will the university set the number of hours and/or days of the week that the individual is required to work, as opposed to allowing the individual to set their own work schedule? YES NO

4. Will the university pay the individual an hourly rate similar to what other employees are paid on campus for similar work? YES NO

5. Does the individual engage in entrepreneurial activities in an established business at risk for loss? YES NO

6. Does the individual have his/her own insurance for work-related injuries? YES NO

7. Does the individual provide similar services to other clients? YES NO

SECTION 3 General Information - Please print clearly - All information is required

Service Provider’s Name

Social Security Number

Service Provider’s Mailing Address

City State Zip Code

Specific services to be provided:

Location where services will be provided:

Start Date: ___________ End Date: ___________ Total Fee: $_________

How fee is determined: Fee is Fixed ______ Milestone Based ______ Hourly Rate ______ Other _______

(Rate) (Describe method)

SECTION 4 Certification of Service Provider

I certify that all the information provided in this document is correct.

_____________________________ Date: ___________________

Signature of Individual Performing Services

SECTION 5 Certification by ASU department

* Please note that per ASU Procurement Policy PUR 402-01, services over $10,000 require a Purchase Request (RX). For more information, please contact the Purchasing Department.

Department Representative Name (Please Print) ________________________________

Department Representative Signature: ________________________________ Date: ___________

Department: (Please Print) ________________________________

Form Prepared By: (Name) ___________________________ (Ext) ___________ (Mail Code) ___________

The approved Checklist will be returned to the Mail Code indicated above.

For questions, please contact Tax Services at (480) 965-0108.

SECTION 6 For Tax Services approval, please send to: Financial Services Tax Unit - Mail Code 5812

Approved by: ___________________________ Ext: ___________ Date: ___________

Reviewer Notes:

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EXHIBIT B

ARIZONA STATE UNIVERSITY
FATCA COMPLIANT SUBSTITUTE W9
&
VENDOR AUTHORIZATION FORM
FACTA COMPLIANT SUBSTITUTE W9 & VENDOR AUTHORIZATION FORM

Financial Services
FATCA Compliant Substitute W-9

RETURN TO ASU

DO NOT SEND TO IRS

ATTN: Foreign individuals who are non-residents for US tax purposes only complete IRS Form W-8BEN. Foreign entities complete IRS Form W-8BEN-E.

- Taxpayer Identification Number (TIN)
- Employer ID Number (EIN)
- Social Security Number (SSN)

- LEGAL NAME:
  (must match TIN)

- LEGAL MAILING ADDRESS:
  (Where tax information and general correspondence is to be sent)

DBA/Branch/Location:

ADDRESS LINE 1:

ADDRESS LINE 2:

CITY: ST: ZIP:

- REMIT TO ADDRESS:
  - Same as Legal Mailing Address

DBA/Branch/Location:

ADDRESS:

ADDRESS LINE 2:

CITY: ST: ZIP:

- ENTITY TYPE (EP: exempt payee [backup withholding] exemption code; FC: FATCA exemption code)
  - Individual (not a business)
  - Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC
  - Corporation (not providing health care, medical or legal services) (EP: 5)
  - Corporation (providing health care, medical or legal services) (EP: 5)
  - The U.S. or any of its political subdivisions or instrumentalities (EP: 2 FC: B)
  - A state, a possession of the US or any of their political subdivisions or instrumentalities (EP: 3 FC: C)
  - Tax-exempt organizations under IRC §501 or §403 (EP: 1 FC: A)
  - An international organization or any of its agencies or instrumentalities (EP: 4)
  - Partnership, LLP or partnership organized as LLC or PLLC
  - State of Arizona employee

Corporations: Is your or an affiliated company’s stock regularly traded on one or more established security markets?
- Yes  - No (FC: D/E)

- CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me).
2. I am not subject to backup withholding because I am exempt from backup withholding, 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 the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. citizen or other U.S. person (defined below).
4. The FATCA codes entered on this form, if any, indicating that I am exempt from FATCA reporting are correct.

Certification instructions. You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature of U.S. Individual  Date:

Page 1 of 2

14
# Vendor Authorization Form

**RETURN TO ASU**

**DO NOT SEND TO IRS**

<table>
<thead>
<tr>
<th>Legal Name:</th>
<th>TIN:</th>
</tr>
</thead>
</table>

Are you doing business in Arizona for purposes of sales/use tax collection and remittance?  
☐ Yes  ☐ No

If you select Yes, please provide your Arizona License # and sales/use tax rate charged % DUNS#

## SECTION 1 - FEDERAL INFORMATION

**What is your business’ federal classification type?** See the definitions in the link or on the Vendor Authorization Form instructions. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102) [http://www.sba.gov/size](http://www.sba.gov/size)

**Large Business?**  
☐ YES  ☐ NO

**Small Business?**  
☐ YES  ☐ NO

Please check all that apply to your business for the federal supplier type:

<table>
<thead>
<tr>
<th>Service-Disabled Veteran-Owned (VD)</th>
<th>Small Disadvantaged (SD)</th>
<th>Women-Owned (WO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Veteran-Owned (VO)</th>
<th>Minority Institution (MI)</th>
<th>HUB Zone (HZ)</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

## SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION

Are you self-certified according to this State of Arizona definition? “Less than 100 full-time employees OR less than $4 million in volume in the last fiscal year”  
☐ YES  ☐ NO

Per FAR 52.219-1 and under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUB Zone small, small disadvantaged or women-owned small business concern to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9 or 15 of the Small Business Act or any other provision of federal law that specifically references section 8(d) for a definition of program eligibility, shall be punished by imposition of fine, imprisonment or both; be subject to administrative remedies, including suspension and debarment, and be ineligible for participation in programs conducted under the authority of the Act.

Print Name:

Signature:

Phone:  
Fax:

Email:

**VENDOR:** List the product or service provided

If the buyer name is listed, please return to the buyer.

<table>
<thead>
<tr>
<th>Buyer:</th>
<th>Phone:</th>
<th>Fax:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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Rev. 12/12/14
EXHIBIT C

W-8BEN FORM

(APPLICABLE ONLY IF CONSULTANT IS A FOREIGN NATIONAL – USED IN LIEU OF FACTA COMPLIANT SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM)
Form W-8BEN
Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

Do NOT use this form if:

You are NOT an individual .................................................. W-8BEN-E
You are a U.S. citizen or other U.S. person, including a resident alien individual ................. W-9
You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services) ........................................... W-8ECI
You are a beneficial owner who is receiving compensation for personal services performed in the United States .................................................................................. 8233 or W-4
A person acting as an intermediary ........................................... W-8IMY

Part I Identification of Beneficial Owner (see instructions)

1. Name of individual who is the beneficial owner
2. Country of citizenship

3. Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.

4. Mailing address (if different from above)

5. U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)
6. Foreign tax identifying number (see instructions)

7. Reference number(s) (see instructions)
8. Date of birth (MM-DD-YYYY) (see instructions)

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9. I certify that the beneficial owner is a resident of within the meaning of the income tax treaty between the United States and that country.

10. Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article [ ] of the treaty identified on line 9 above to claim a [ ]% rate of withholding on (specify type of income):

   Explain the reasons the beneficial owner meets the terms of the treaty article:

   __________________________________________

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

• I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all income to which this form relates or am using this form to document myself as an individual that is an owner or account holder of a foreign financial institution.
• The person named on line 1 of this form is not a U.S. person.
• The income to which this form relates is:
   (a) not effectively connected with the conduct of a trade or business in the United States,
   (b) effectively connected but is not subject to tax under an applicable income tax treaty, or
   (c) the partner’s share of a partnership’s effectively connected income,
• The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
• For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.

Sign Here

Signature of beneficial owner (or individual authorized to sign for beneficial owner) ____________________________ Date (MM-DD-YYYY) ____________________________

Print name of signer ____________________________ Capacity in which acting (if form is not signed by beneficial owner) ____________________________

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 2504TZ Form W-8BEN (Rev. 2-2014)

17
EXHIBIT D

AGREEMENT
FOR
CONSULTANT SERVICES

(MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE UNIVERSITY)
(PUR 202)
THIS AGREEMENT is made by and between the Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University ("ASU") and ______________________________________________, a ______________________________1 (“Consultant”), effective as of _____________, 2015 (the “Effective Date”).

In consideration of the mutual obligations specified in this Agreement, the parties agree as follows:

1. Engagement; Consulting Services. ASU retains Consultant, as of the Effective Date, and Consultant accepts such engagement, to perform the services as and when described on Exhibit A (the “Services”). As part of the Services, Consultant will deliver to ASU all goods, reports, code, documents, software, and other materials (the “Deliverables”) as may be set forth on Exhibit A.

2. Compensation. ASU will pay Consultant for the Services as and when set forth on Exhibit B. Unless set forth with specificity on Exhibit B, Consultant will be solely responsible for all expenses incurred in connection with Consultant’s obligations under this Agreement. All payments will be made in Consultant’s legal name as set forth in the opening paragraph.

3. Term and Termination. The obligations of the parties will commence on the Effective Date and, unless previously terminated as provided herein, expire on the earlier of the date that the Services are completed, or ______ months after the Effective Date (the “Term”). Total Term will not exceed 5 years. ASU may terminate this Agreement with or without cause upon 10 days’ prior written notice to Consultant. Upon termination, ASU will have no further obligations to Consultant other than payment for Services rendered and Deliverables delivered, in each case as of the effective date of termination. All provisions of this Agreement that anticipate performance after the termination of this Agreement, and all provisions necessary to interpret and enforce such provisions, will survive termination of this Agreement.

4. Independent Contractor. Consultant is an independent contractor. Neither Consultant nor any of Consultant’s employees, agents, or subcontractors, or their employees or subcontractors (collectively, with Consultant, the “Consultant Parties”), will be employees, agents, partners, or joint venturers of ASU. ASU will provide no employee benefits to the Consultant Parties, including worker’s compensation coverage. None of the Consultant Parties will be eligible for any benefits from ASU, nor will ASU make deductions from any amounts payable to Consultant for taxes. Taxes for any amounts paid to Consultant will be Consultant’s sole responsibility.

5. Hours; Business Operations. Consultant will determine Consultant’s hours of work. ASU will not set working hours for Consultant. ASU will not combine the business operations of ASU with Consultant; these operations will be maintained separately. Consultant will provide all tools, equipment, and

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1 Insert full legal entity name. If Consultant is a corporation, partnership, or llc, include corporate suffix and state of formation. If Consultant is an individual, state full legal name and then state whether consultant is married or single and whether Consultant is dealing with Consultant’s community or sole and separate property.
supplies Consultant may determine to be necessary to perform the Services, and Consultant will obtain and maintain in full force and effect all business registrations or licenses required to perform the Services.

6. Supervision. Consultant is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by ASU. The conduct and control of work under this Agreement lies solely with Consultant, and ASU is interested only in final results.

7. Records and Reports. Within 10 days after the last day of each month during the Term, Consultant will provide to ASU, in writing, a reasonably detailed summary of Services rendered by Consultant during the month just ended. In addition, Consultant will provide interim written reports concerning the performance of the Services as and when ASU may request from time to time, and upon termination will, if requested by ASU, provide a final written report regarding the Services.

8. Nondisclosure and Trade Secrets. Consultant may receive (or has received) from ASU and otherwise be exposed to confidential and proprietary information relating to ASU’s business practices, strategies, and technologies, as well as confidential information of ASU necessary to perform the Services (collectively, “ASU Confidential Information”). ASU Confidential Information may include, but is not be limited to, confidential and proprietary information supplied to Consultant with the legend “ASU Confidential and Proprietary,” or other designations of confidentiality. Consultant will have no obligation to maintain as confidential any ASU Confidential Information that Consultant can show: (i) was already lawfully in the possession of or known by Consultant before receipt from ASU; (ii) is or becomes generally known in the industry through no violation of this Agreement or any other agreement between the parties; (iii) is lawfully received by Consultant from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to ASU sufficient to allow ASU to contest such order; or (v) is approved in writing by ASU for release or other use by Consultant.

As between Consultant and ASU, ASU Confidential Information is the sole, exclusive, and valuable property of ASU. Accordingly, Consultant will not reproduce or otherwise use any ASU Confidential Information except in the performance of the Services, and will not disclose any ASU Confidential Information in any form to any third party, either during or after the Term, except with ASU’s prior written consent. Upon termination of this Agreement, Consultant will cease using, and will return to ASU, all originals and all copies of ASU Confidential Information, in all forms and media, in Consultant’s possession or under Consultant’s control. In addition, Consultant will not disclose or otherwise make available to ASU in any manner any confidential information of Consultant or received by Consultant from any third party.

9. Data Use and Ownership. ASU will own, or retain all of its rights in, all data and information that ASU provides to Consultant, as well as all data managed by Consultant on behalf of ASU, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Consultant, as well as all data obtained or extracted through ASU’s or Consultant’s use of the Services or Deliverables (collectively, the “ASU Data”). The ASU Data includes student data, metadata, and user content. The ASU Data will be ASU’s Intellectual Property and Consultant will treat it as ASU’s confidential and proprietary information. Consultant will not use, access, disclose, or license or provide to third parties, any ASU Data, or any materials derived therefrom, except: (i) for Consultant’s internal, non-commercial purposes; (ii) to the extent necessary to fulfill Consultant’s obligations to ASU hereunder, or; (iii) as authorized in writing by ASU. Without limiting the generality of the foregoing,
Consultant may not use any ASU Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, ASU’s prior written consent. Upon request by ASU, both during and after the term of this Agreement, Consultant will deliver, destroy, and/or make available to ASU, any or all of the ASU Data.

10. Ownership and Assignment of Work Product. All Intellectual Property that any of the Consultant Parties may make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including ASU, pursuant to or in connection with the Services (the “Contract IP”), will be owned by ASU, and where applicable, all copyrightable Contract IP will be considered “Work Made for Hire” under the U.S. Copyright Act, 17 U.S.C. §101 et seq. To the extent that any Contract IP is not, by operation of law, agreement or otherwise considered work made for hire for ASU (or if ownership of all rights therein do not otherwise vest exclusively in ASU), Consultant hereby irrevocably assigns, and will cause all Consultant Parties to so assign, without further consideration, to ASU, all right, title and interest to all Contract IP. “Intellectual Property” means any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, software, code, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright, goodwill, and other intellectual property rights relating to the foregoing. Consultant will make full and prompt disclosure of all Contract IP to ASU. Consultant will, and will cause the Consultant Parties, upon request of ASU, to do such acts, and sign and deliver all instruments requested by ASU to vest in ASU the entire right, title and interest to the Contract IP, and to enable ASU to properly prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at ASU’s cost and expense, to cooperate with ASU in the protection of the Contract IP and/or defense of any litigation arising in connection with the Contract IP.

11. Consultant’s Intellectual Property Ownership Rights. Consultant will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Consultant informs ASU in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Consultant hereby grants to ASU a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to ASU in the performance of the Services.

12. Warranties. Consultant represents and warrants that: (i) all of the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; (ii) Consultant will comply, and will be responsible for ensuring Consultant Parties comply, with all applicable federal, state and local laws in the performance of this Contract; (iii) Consultant owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any Intellectual Property of any third parties; (iv) no code or software developed or delivered by Consultant under this Agreement will contain any viruses, worms, Trojan Horses, or other disabling devices or code; and (v) in addition to any implied warranties, all Deliverables will conform to the specifications and descriptions created therefor.

13. No Debarment. None of the Consultant Parties, either directly or indirectly or through subcontractors, have been suspended, excluded from participation in or penalized by any Federal or State procurement, nonprocurement or reimbursement program. Consultant affirms that it has confirmed the above statement by checking The System for Award Management (SAM) (https://www.sams.gov/portal/SAM/#1) within 180 days prior to commencing Services. Consultant will
provide immediate written notice to ASU upon the subsequent exclusion of any of the Consultant Parties, or upon learning of any investigation or proposed action that could result in such exclusion.

14. Notices. Any notices required or permitted hereunder will be given to the appropriate party at the address specified on the signature page or at such other address as the party specifies in writing. Each notice will be deemed given and received upon personal delivery, delivery against receipt via FedEx or a similar express delivery service, or 24 hours after being sent via facsimile (with machine confirmation of receipt).

15. Nondiscrimination. The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60 300.5(a) and 60 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

16. Conflict of Interest. If within 3 years after the execution of this Contract, Consultant hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Contract, then ASU may cancel this Agreement as provided in Arizona Revised Statutes (“ARS”) § 38-511. Notice is also given of ARS §§ 41-2517 and 41-753.

17. Arbitration in Superior Court. As required by ARS § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to ARS § 12-133.

18. Dispute Resolution. If a dispute arises under this Agreement, the parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.

19. Records. To the extent required by A.R.S. § 35-214, Consultant will retain all records relating to this Agreement. Consultant will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for 5 years after the completion of this Agreement. Consultant will provide the records at ASU, Tempe, Arizona, or another location designated by ASU on reasonable notice to Consultant.

20. Nonappropriation. Consistent with A.R.S. § 35-154, if ASU’s performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Consultant and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act beyond the control of ASU.

21. Weapons, Explosive Devices, and Fireworks. ASU prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated or related entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in A.R.S. § 12-781, or unless written permission is given by the Chief of the ASU Police Department or a designated representative. Notification by Consultant to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Consultant (“Consultant Notification Parties”) of this policy is a condition and requirement of this
Agreement. Consultant will enforce this contractual requirement against all Consultant Notification Parties. ASU’s policy may be accessed through the following web page: http://www.asu.edu/aad/manuals/pdp/pdp201-05.html.

22. Indemnification by Consultant. Consultant will indemnify, defend, and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents, and employees (collectively, "Indemnitee") for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by (i) the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, members, managers, agents, employees, or subcontractors, (ii) a breach of this Agreement, or (iii) failure to comply with any applicable law (collectively, "Claims"). Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, Consultant waives all rights of subrogation against Indemnitee for losses arising from the Services performed or Deliverables provided by Consultant under this Agreement.

23. ASU Names and Marks. Consultant will not use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (the "ASU Marks"), without in each case, the prior written consent of ASU. The use of any ASU Marks must comply with the ASU’s requirements including using the ® indication of a registered trademark where applicable.

24. Information Security. All systems that contain ASU Data must be designed, managed and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. In addition, systems and Services must be managed in such a way that they are in compliance or are consistent with ASU’s policies and standards regarding data usage and information, including ASU’s information security requirements, as they may be amended from time to time, and that are set forth at the following web page: http://links.asu.edu/infosec_contract_language.

25. Background Checks. To ensure the safety and security of ASU, Consultant will conduct reference checks, background checks, and fingerprinting ("Screenings") as and when required, on all persons employed or contracted by Consultant to perform work under this Contract. The necessity and adequacy of the Screenings will be determined by the type of work each person will be performing under this Agreement. At a minimum, within 90 days prior to a person commencing work under this Agreement, Consultant will conduct Screenings on such person as would be required if ASU were hiring the person. These minimum Screening requirements are set forth in ASU ACD 126 at http://www.asu.edu/aad/manuals/acd/acd126.html and ARS § 15-1649. During the Term, Consultant will exclude from any direct participation in Consultant’s performance hereunder, any dishonest, unethical, unreasonably dangerous, or otherwise unqualified person. Consultant will maintain as part of the records Consultant is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Consultant will abide by all applicable laws, rules and regulations including the Fair Credit Reporting act and/or any equal opportunity laws, rules, regulations or ordinances.

26. Insurance Requirements. Consultant will (and will cause its subcontractors to) procure and maintain until all of Consultant’s obligations have been discharged or satisfied, including any warranty periods under this Agreement, insurance as described on Exhibit C.
27. Student Educational Records. Student educational records are protected by the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("FERPA"). Consultant will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. If this Agreement contains a scope of work or any provision that requires or permits Consultant to access or release any student records, then, for purposes of this Agreement only, ASU hereby designates Consultant as a “school official” for ASU under FERPA, as that term is used in FERPA and its implementing regulations. As such, Consultant will comply with FERPA and will not make any disclosures of ASU students’ educational records to third parties without prior notice to, and consent from, ASU or as otherwise permitted by law. In addition, any access or disclosures of student educational records made by Consultant or its employees and agents must comply with ASU’s definition of legitimate educational purpose, which definition can be found at SSM 107-01: Release of Student Information (http://www.asu.edu/aad/manuals/ssm/ssm107-01.html). If Consultant violates the terms of this section, Consultant will immediately notify ASU of the violation.

28. Authorized Presence Requirements. As required by A.R.S. § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A) (verification of employee eligibility through the e-verify program). Consultant warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A). A breach of this warranty will be a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. ASU retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the warranty stated above.

29. Leased Employees. Consultant will determine and inform ASU if any leased employees are retired members of the Arizona State Retirement System prior to the leased employee performing any work under this Contract.

30. Tobacco-Free University. ASU is tobacco free. For details, visit www.asu.edu/tobaccofree.

31. Outside Services; Notification. Consultant is free to perform work for entities other than ASU as long as such services do not violate Consultant’s obligations under this Agreement. Consultant authorizes ASU to notify any actual or future employers or clients of Consultant of Consultant’s obligations hereunder.

32. Offshore Performance of Work Prohibited. Due to security and identification protection concerns, direct Services under this Agreement will be performed within the borders of the United States. Any Services that are described in the scope of work that directly serve ASU and may involve access to secure or sensitive data or personal client data or development or modification of software for ASU will be performed within the borders of the United States. Unless stated otherwise in the scope of work, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of this Contract. This provision applies to work performed by subcontractors at all tiers.

33. Construction. Each party acknowledges that it has had the opportunity to participate in the drafting of, and to have its legal counsel review, this Agreement. Consultant is not relying on the advice or counsel of any individuals employed by ASU in entering into this Agreement. Any rule of construction
to the effect that any ambiguities are to be resolved against the drafting party will not be applied in interpreting this Agreement.

34. Americans with Disabilities and Rehabilitation Acts. Consultant will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations. All electronic and information technology and products and services to be used by ASU faculty/staff, students, program participants, or other ASU constituencies must be compliant with the Americans with Disabilities Act as amended and Section 508 of the Rehabilitation Act of 1973. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

35. Governing Law and Venue. This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU’s obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date

Arizona Board of Regents for and Contracting Party:
on behalf of Arizona State University

By: ______________________________  By: ____________________________________
Name: ___________________________  Name:__________________________________
Title: ____________________________  Title:___________________________________
Date Signed: ______________________  Date Signed:_____________________________

NOTICE ADDRESS:
__________________________________ _______________________________________
__________________________________ _______________________________________
__________________________________ _______________________________________ 
Attn: _____________________________  Attn: __________________________________
Facsimile: _________________________  Facsimile: ______________________________

Exhibit A – Services and Deliverables
Exhibit B – Compensation
Exhibit C – Insurance Requirements

Additional Provisions to Consider:
PCI Language
Federally Funded Services
EXHIBIT C – INSURANCE REQUIREMENTS

Without limiting any liabilities or any other obligations of Consultant, Consultant will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged, including any warranty periods under this Agreement, or are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the Services.

These insurance requirements are minimum requirements for this Agreement and do not limit any indemnity covenants contained in this Agreement. ASU does not warrant that these minimum limits are sufficient to protect Consultant from liabilities that might arise out of the performance of the Services by Consultant or the Consultant Parties, and Consultant is free to purchase additional insurance.

A. Minimum Scope and Limits of Liability: Consultant will provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form. Policy will include bodily injury, property damage, personal injury, and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Blanket Contractual Liability – Written and Oral $1,000,000
   - Fire Legal Liability $50,000
   - Each Occurrence $1,000,000

   a. Policy will be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Consultant.”

   b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Consultant.

2. Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

   Required when Consultant will be driving on ASU campus on ASU business.

   • Combined Single Limit (CSL) $1,000,000

   a. Policy will be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Consultant, involving vehicles owned, leased, hired, or borrowed by Consultant.”

   b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for
losses arising from work performed by or on behalf of Consultant.
c. Policy will contain a severability of interest provision.

3. Worker’s Compensation and Employers’ Liability – statutory limits, as amended from time to time and in each case no less than the amounts specified below:

   Workers Compensation
   Employers Liability
   • Each Accident       $1,000,000
   • Disease – Each Employee $1,000,000
   • Disease – Policy Limit $1,000,000

   a. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Consultant.
   b. This requirement will not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor signs the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

   • Each Claim       $1,000,000
   • Annual Aggregate $2,000,000

   a. If the professional liability insurance required by this Agreement is written on a claims-made basis, Consultant warrants that any retroactive date under the policy will precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning at the time work under this Agreement is completed.
   b. Policy will cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Agreement.

[USE 4 OR 5 DEPENDING ON THE TYPE OF CONTRACT. If the Information Security paragraph is required, use 5]

5. Technology/Network Errors and Omissions Insurance.

   • Each Claim       $2,000,000
   • Annual Aggregate $4,000,000

   a. This insurance will cover Consultant’s liability for acts, errors and omissions arising out of Consultant’s operations or Services, including loss from unauthorized access or use that results in identity theft or fraud.
   b. Coverage will include the following:
      • Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
• Computer viruses, Trojan horses, worms and other type of malicious or damaging code;
• Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether
  identified or not, and whether acting alone or in collusion with other persons, to affect, alter,
  copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any
  party or to steal or take electronic data;
• Denial of service for which the insured is responsible that results in the degradation of or loss of
  access to internet or network activities or normal use of a computer system;
• Loss of service for which the insured is responsible that results in the inability of a third party,
  who is authorized to do so, to gain access to a computer system and conduct normal internet or
  network activities;
• Access to a computer system or computer system resources by an unauthorized person or an
  authorized person in an unauthorized manner;
• Loss or disclosure of confidential information no matter how it occurs;
• Systems analysis;
• Software Design;
• Systems programming;
• Data processing;
• Systems integration;
• Outsourcing including outsourcing development and design;
• Systems design, consulting, development and modification;
• Training services relating to computer software or hardware;
• Management, repair and maintenance of computer products, networks and systems;
• Marketing, selling, servicing, distributing, installing and maintaining computer hardware or
  software; and
• Data entry, modification, verification, maintenance, storage, retrieval or preparation of data
  output.

a. If the professional liability insurance required by this Agreement is written on a claims-made
   basis, Consultant warrants that any retroactive date under the policy will precede the effective
   date of this Agreement; and that either continuous coverage will be maintained or an extended
   discovery period will be exercised for a period of 2 years beginning at the time work under this
   Agreement is completed.

b. Policy will cover professional misconduct or lack of ordinary skill for those positions defined in
   the scope of work of this Agreement.

B. **Additional Insurance Requirements:** All policies will include, or be endorsed to include, the
   following provisions (blanket endorsements are not acceptable):

   1. The State of Arizona, its departments, agencies, boards, commissions, universities, and its
      officers, officials, agents, and employees, wherever additional insured status is required such
      additional insured will be covered to the full limits of liability purchased by Consultant, even if
      those limits of liability are in excess of those required by this Agreement.

   2. Consultant’s insurance coverage will be primary insurance with respect to all other available
      sources.

   3. Coverage provided by Consultant will not be limited to the liability assumed under the
indemnification provisions of this Agreement.

C. **Notice of Cancellation:** With the exception of 10 day prior written notice of cancellation for non-payment of premium, any changes material to compliance with this Agreement in the insurance policies above will require 30 days prior written notice sent directly to Director of Risk Management, Arizona State University, PO Box 876810, Tempe, AZ, 85287-6810 and shall be sent by United States certified mail, return receipt requested.

D. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an “A.M. Best” rating of not less than A-VII (A minus seven). The State of Arizona in no way warrants that the above required minimum insurer rating is sufficient to protect Consultant from potential insurer insolvency.

E. **Verification of Coverage:** Consultant will furnish ASU with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by ASU before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement must be sent directly to Director of Risk Management, Arizona State University, PO Box 876810, Tempe, AZ 85287-6810. ASU’s project or purchase order number and project description will be noted on each certificate of insurance. The State of Arizona and/or ASU reserve the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

F. **Subcontractors:** Consultant’s certificate(s) will include all subcontractors as insureds under its policies or Consultant will furnish to ASU separate certificates and endorsements for each subcontractor. All coverages for subcontractors will be subject to the minimum requirements identified above.

G. **Approval.** These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from these insurance requirements will require the approval of the Arizona Department of Administration, Risk Management Section.
EXHIBIT E

REQUEST FOR CERTIFICATE OF INSURANCE

(CONSULTANT SHOULD GIVE TO INSURANCE BROKER AS GUIDELINE)

CERTIFICATE OF INSURANCE

(SAMPLE FORM ONLY)
VENDOR SHALL PROVIDE ARIZONA STATE UNIVERSITY WITH A CERTIFICATE OF
INSURANCE AND REQUIRED ENDORSEMENTS PRIOR TO THE COMMENCEMENT
OF SERVICES/CONTRACT. Each insurance policy must be in effect at or prior to
commencement of work and remain in effect for the duration of the project. Failure to
maintain the insurance policies as required by this Contract, or to provide evidence of
renewal, is a material breach of contract.

The Certificate of Insurance shall be from an insurance carrier lawfully authorized to do
business in the State of Arizona, and rated at least an A-, VII (7) in the current AM
BEST KEY RATING GUIDE. The Certificate shall include the following minimum
insurance coverages (please refer to the attached Insurance Requirements for further
clarification of required, minimum insurance coverages):

- **Commercial General Liability** of $1,000,000 minimum combined single limit
  (SCL) each occurrence and $2,000,000 general aggregate, to include the
  following: Policy shall include bodily injury, property damage, personal injury
  and broad form contractual liability coverage.

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<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products - Completed Operations Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Blanket Contractual Liability - Written and Oral</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Legal Liability</td>
<td>$50,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

The policy shall be endorsed to include the following additional insured language:
“The State of Arizona, its departments, agencies, boards, commissions,
universities and its officers, officials, agents, and employees shall be named as
additional insureds with respect to liability arising out of the activities performed
by or on behalf of the Contractor”. **Endorsement must be submitted.**

Policy shall contain a waiver of subrogation against the State of Arizona, its
departments, agencies, boards, commissions, universities and its officers,
officials, agents, and employees for losses arising from work performed by or on
behalf of the Contractor. **Endorsement must be submitted.**
Automobile Liability of $1,000,000 minimum combined single limit (CSL) each occurrence, to include either “ANY AUTO” or “SCHEDULED, HIRED, OWNED, NON-OWNED AUTOS”.

The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”. **Endorsement must be submitted.**

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. **Endorsement must be submitted.**

Workers’ Compensation coverage for all employees which meets Arizona statutory benefits; $1,000,000 including Employers Liability with minimum limits of $1,000,000 each accident, $1,000,000 each employee/disease, $1,000,000 policy limit/disease.

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. **Endorsement must be submitted.**

If designated as a Sole Proprietor with no employees, the State of Arizona (ARS §23-901, ARS §23-961A) requires submittal of the **Sole Proprietor Waiver** in lieu of Workers’ Compensation.

**OR** if for Corporations, Limited Liability Companies, Partnerships or Sole Proprietors with employees requires submittal of the **Independent Contractor Agreement** form in lieu of Workers’ Compensation.

**Professional Liability (Errors and Omissions Liability)**

<table>
<thead>
<tr>
<th>Each Claim</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

In the event that the professional liability insurance required by this contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract; and that either
continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

**Technology/Network (Errors and Omissions Insurance)**

<table>
<thead>
<tr>
<th></th>
<th>$2,000,000</th>
<th>$4,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Claim</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Aggregate</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This insurance shall cover Contractor’s liability for acts, errors and omissions arising out of Contractor’s operations or Services, including loss arising from unauthorized access or use that results in identity theft or fraud. To the extent Contractor’s insurance coverage does not include a loss for which Contractor is deemed liable, Contractor will satisfy any loss through self-insurance as described below.

Coverage shall include the following or can be covered by Contractor self-insurance:

- Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
- Computer viruses, Trojan horses, worms and other type of malicious or damaging code;
- Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
- Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
- Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
- Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
- Loss or disclosure of confidential information no matter how it occurs;
• Systems analysis;
• Software Design;
• Systems programming;
• Data processing;
• Systems integration;
• Outsourcing including outsourcing development and design;
• Systems design, consulting, development and modification;
• Training services relating to computer software or hardware;
• Management, repair and maintenance of computer products, networks and systems;
• Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
• Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.

Certificate Holder: The State of Arizona, the Arizona Board of Regents, and Arizona State University shall be named as the certificate holder.

Primary Coverage: The following statement shall be included - "The coverage afforded under this certificate shall be primary and any insurance carried by the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be excess and not contributory insurance to that provided by the named insured."

The following statement shall be included: Coverage afforded under these policies will not be canceled, terminated, or materially altered until 30 days prior written notice has been given to Arizona State University.

Description of project/contract number/location at Arizona State University.

Mail Certificate and Endorsements to: Arizona State University, Purchasing and Business Services, PO Box 875212, Tempe AZ 85287-5212 or fax to 480.965.2234.

Policy Renewal/ Changes: Certificate(s) of Insurance and Endorsements must be submitted to Arizona State University within twenty (20) business days upon policy renewal and/or policy changes.
## Certificate of Liability Insurance

**Date (mm/dd/yyyy):** 03/17/2011

**Producer:** Marsh USA, Inc.
123 East 57th Street, Suite 2600
New York, NY 10022-5504

**Insured:** ABC Co., Inc.
123 Main Street
American, USA 55789

**Insurer:** Greenwich Insurance Company

**Underwriters Affording Coverage:**

<table>
<thead>
<tr>
<th>Issuer A</th>
<th>Name</th>
<th>Address</th>
<th>Policy Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N.A.</td>
<td>N.A.</td>
<td>N.A.</td>
</tr>
</tbody>
</table>

**Policy Number:** 38A-0050373-00

**Revision Number:** 38A-0050373-00

**Coverage:**

- **General Liability:**
  - Commercial General Liability (CL) 1,500,000 05/16/2011 05/16/2012
  - General Aggregate 5,000,000

- **Extra Expense:**
  - Aggregate 5,000,000

**Automobile Liability:**

- **Any Auto:**
  - Commercial Auto 2,000,000 05/01/2011 05/01/2012
  - Commercial Auto 2,000,000 (AOR)
  - Comprehensive 2,000,000 (AOR)
  - Bodily Injury (Per Person) 1,000,000
  - Property Damage (Per Accident) 2,000,000

**Workers Compensation and Employers Liability:**

- **Any Proprietary/Non-Executive Officer:**
  - Workers Compensation Exclusion
  - Employers Liability (Mandatory in AOR)
  - Employers Liability (Non-Mandatory in AOR)

**Disclaimer of Operations Below:**

- **Workers Compensation:**
  - General 1,000,000
  - E.L. Each Accident 1,000,000
  - E.L. Disease - In-Plant 1,000,000
  - E.L. Disease - Poly Accident

**Description of Operations/Location/Activities:**

- Any and all work for all locations in Arizona for Arizona State University.

**Certificate Holder:**

**Arizona State University**

**Cancelling Agent:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

Sharon A. Hammers

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ADDITIONAL INFORMATION

PRODUCER
Marrow USA, Inc.
1225 7th Street, Suite 2100
Denver, CO 80202-3354
15114-00134-4113C-11/02

INSURED
ABC Co, Inc.
123 4th Street
American, USA 56759

INSURERS AFFORDING COVERAGE

NAIC #

TEXT
CONTINUED FROM DESCRIPTION SECTION:

ABOMOBBLE LIABILITY AS REQUIRED BY CONTRACT OR AGREEMENT.

COVERAGE PROVIDED BY THE ABOVE GENERAL LIABILITY AND AUTO POLICIES SHALL BE PRIMARY AND LIMIT TO THE LIABILITY RESULTING FROM THE NAMED INSURED'S OWNERSHIP AND/OR OPERATIONS. GENERAL LIABILITY, AUTO LIABILITY AND WORKERS' COMPENSATION POLICIES INCLUDE A WAIVER OF SUBROGATION.

CERTIFICATE HOLDER

Arizona State University
Purchasing & Business Services
PO Box 87212
Tempe, AZ 85287-5212

AUTHORIZED REPRESENTATIVE
of Arizona State University
Sharon A. Hammar

SAMPLE ONLY
ENDORSEMENT #

This endorsement, effective 12:01 a.m., May 1, 2011  
forms a part of  
Policy No. RGE5000255  
Issued to ABC CO, INC.  
by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AUTOMATIC ADDITIONAL INSURED’S PRIMARY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

The following provision is added to Section II, Who is an Insured:

A. Any entity you are required in a written insured contract to name as an insured or all persons, organizations or entities the insured has agreed to name as additional insured by contract or written agreement during the policy, is an insured (hereinafter called additional insured) but only with respect to liability arising out of your premises, your work for the additional insured, or acts or omissions of the additional insured in connection with the general supervision of your work to the extent set forth below:

(1) The limits of insurance provided on behalf of the additional insured are not greater than those required by such contract. However, insurance with respect to each person, organization or entity shall not exceed the limits of liability of the named insured.

(2) All insuring agreements, exclusions and conditions of this policy apply;

(3) In no event shall the coverage or limits of insurance in this coverage form be increased by such contract.

B. Except when required otherwise by insured contract, this insurance does not apply to:

(1) (a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or (b) That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

(2) Bodily injury or Property Damage arising out of any act or omission of the additional insured(s) or any of their employees, other than the general supervision of work performed for the additional insured(s) by you.

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C. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically required that this insurance be primary, or you request that it apply on a primary basis. When this insurance applies on a primary basis for the additional insureds described above, it shall apply only with respect to liability arising out of your work for that additional insured by or for you. Other insurance afforded to those additional insureds will apply as excess and not contribute as primary to the insurance afforded by this endorsement.

All other terms and conditions remain the same.

[Signature]

(Authorized Representative)
POLICY NUMBER: RGE5000255
Effective: May 01, 2011

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any person or organization for whom the insured is operating under a written contract or agreement when such contract or agreement requires us waiver of subrogation.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV -- Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products/ completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.
ENDORSEMENT #

This endorsement, effective 12:01 a.m., May 01, 2011
Policy No.RAD5000254
issued to ABC CO, INC.
by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:
Business Auto Coverage Form

Section II A. 1. WHO IS AN INSURED is amended to include:

Any individual or organization for whom the insured has assumed liability under a written contract or agreement to provide insurance.

However, the insurance provided shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided exceed the scope of coverage and/or limits required by said contract or agreement.

(Authorized Representative)
ENDORSEMENT #

This endorsement, effective 12:01 a.m., May 01, 2011 forms a part of
Policy No. RAD6000254 issued to ABC CO. INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – PRIMARY WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:
Business Auto Coverage Form

Section II A. 1. WHO IS AN INSURED is amended to include:

Any individual or organization for whom the insured has assumed liability under a written contract or agreement to provide insurance.

This insurance is primary for the person or organization, but only with respect to liability arising out of your work for that insured by or for you. Other insurance afforded to that insured will apply as excess and not contribute as primary to the insurance afforded by this endorsement.

However, the insurance provided shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided exceed the scope of coverage and/or limits required by said contract or agreement.

[Signature]
(Authorized Representative)

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., May 01, 2011
forms a part of
Policy No.RAD500254
issued to ABC CO, INC.
by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ABC CO, INC.
Endorsement Effective Date: May 01, 2011

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom the insured is operating under a written contract or agreement when such contract or agreement requires as waiver of subrogation.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

It is further agreed that work commenced under Letter of Intent or Work Order, subject to subsequent reduction to writing with customers whose customary contracts would require a waiver, would also fall within this blanket waiver provision.

All other terms and conditions of the Policy remain unchanged.

[Signature]
(Authorized Representative)
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written contract or agreement executed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: May 1, 2011

Insured: ABC CO, INC.

Policy No. RWD800026Z

XL Specialty Insurance Company

Endorsement No. Countersigned by

# Certificate of Liability Insurance

**Date:** 03/02/2011

**Certificate Number:** EIA-0000000000

**Revision Number:** 1

**Issuer:** Swiss American Insurance Company

**Number of Policyholders Affected:** 1

**Effective Date:** 03/02/2011

**Expiration Date:** 03/01/2012

**Insured:** ABC CO INC

**Address:** 123 4TH STREET

**City:** AMERICA

**State:** USA

**ZIP Code:** 56789

## Coverages

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Description</th>
<th>Policy Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>Each Occurrence</td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td>Bodily Injury (Any one person)</td>
<td>500,000</td>
</tr>
<tr>
<td></td>
<td>Property Damage</td>
<td>500,000</td>
</tr>
<tr>
<td></td>
<td>Combined Single Limit</td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td>Workers Compensation</td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td>Property Damage</td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td>Each Occurrence</td>
<td>1,000,000</td>
</tr>
</tbody>
</table>

**aggregate limit applies per: policy | occurrence | aggregate**

| Personal Injury | 
|---|---|
| Bodily Injury (Per accident) | 500,000 |
| Property Damage (Per occurrence) | 500,000 |

## Certificate Holder

**Arizona Board of Regents**

**For and on Behalf of Arizona State University**

**Purchasing & Business Services**

**PO Box 72700**

**Tempe, AZ 85287-7012**

**Authorized Representative:** Steven A. Hammer

**Signature:**

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EXHIBIT F (A)

SOLE PROPRIETOR
WORKERS’ COMPENSATION
WAIVER FORM

THIS FORM APPLIES ONLY TO INDIVIDUALS AND SOLE PROPRIETORS WITH NO EMPLOYEES;

(USED IN LIEU OF PROVIDING WORKER’S COMPENSATION COVERAGE)
SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES.

IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY (INCLUDING SINGLE MEMBER LLC), PARTNERSHIP, OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers’ Compensation laws of the State of Arizona, A.R.S. § 23-901 (et. seq.), and specifically, A.R.S. § 23-961(P), that provides that a Sole Proprietor may waive his/her rights to Workers’ Compensation coverage and benefits.

I am a sole proprietor and I am doing business as Name Of Sole Proprietor’s Business. I am performing work as an independent contractor for the State of Arizona, Enter State Agency, Department And/or Division, for workers’ compensation purposes, and therefore, I am not entitled to workers’ compensation benefits from the State of Arizona, Enter State Agency, Department And/or Division. I understand that if I have any employees working for me, I must maintain workers’ compensation insurance on them.

Name of Sole Proprietor: ____________________________

Telephone Number: (______) ______-______

Street Address / P. O. Box: ____________________________

City: __________ State: __________ ZIP Code: ________

Signature of Sole Proprietor: ____________________________ Date: __________

State Agency: ____________________________ Agency #: ____________________________

Signature of Agency:
Contract Administrator: ____________________________ Date: __________

Contract Identification: ____________________________

Both signatures must be signed and the completed form submitted to: State of Arizona, Department of Administration, Risk Management Division, Insurance Unit, 100 North 15th Avenue, Suite #301, Phoenix, Arizona 85007. An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

---

Signature of Risk Management Authorized Signer ____________________________ Date __________

Revised 12-19-2014

49
INDEPENDENT CONTRACTOR AGREEMENT FORM
(Workers Compensation)

THIS FORM APPLIES ONLY TO CORPORATIONS, LIMITED LIABILITY COMPANIES, PARTNERSHIPS OR SOLE PROPRIETORS WITH EMPLOYEES.

(USED IN LIEU OF PROVIDING WORKER’S COMPENSATION COVERAGE)
INDEPENDENT CONTRACTOR AGREEMENT

NOTE: THIS FORM APPLIES ONLY TO THE STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, AND UNIVERSITIES UTILIZING INDEPENDENT CONTRACTORS.

THIS FORM DOES NOT APPLY TO EMPLOYERS IN THE CONSTRUCTION INDUSTRY THAT USE A CONTRACTOR. A CERTIFICATE OF WORKERS’ COMPENSATION INSURANCE OR A SOLE PROPRIETOR WAIVER MUST BE OBTAINED IN THOSE INSTANCES.

This is a written agreement under the compulsory Workers’ Compensation laws of the State of Arizona, A.R.S. § 23-901 (et. seq.), and specifically A.R.S. § 23-902 (C), (D), that an independent contractor relationship exists between the parties signed below. The parties agree that the “independent contractor” is independent of the “business” in the execution of the work and not subject to the rule or control of the “business” but is engaged only in the performance of a definite job or piece of work and is subordinate to the “business” only in effecting a result in accordance with that “business” design. The parties also agree that the “business” does not have the authority to supervise or control the actual work of the “independent contractor” or the “independent contractor’s” employees. Furthermore, it is understood and agreed that the “independent contractor” or the “independent contractor’s” employees are not entitled to workers’ compensation benefits from the “business.”

The written agreement shall be null and void and create no presumption of an independent contractor relationship if the consent of either party is obtained through misrepresentation, false statements, fraud or intimidation, coercion or duress.

WE THE UNDERSIGNED AGREE THAT THE BUSINESS:

• Does not require the independent contractor to perform work exclusively for the business. This paragraph shall not be construed as conclusive evidence that an individual who performs services primarily or exclusively for another person is an employee of that person.

• Does not provide the independent contractor with any business registrations or licenses required to perform the specific services set forth in the contract.

• Does not pay the independent contractor a salary or hourly rate instead of an amount fixed by contract.

• Will not terminate the independent contractor before the expiration of the contract period, unless the independent contractor breaches the contract or violates the laws of this state.

• Does not provide tools to the independent contractor.

• Does not dictate the time of performance.

• Pays the independent contractor in the name appearing on the written agreement.

• Will not combine business operations with the person performing the services rather than maintaining these operations separately.

Revised 12-19-2014
INDEPENDENT CONTRACTOR AGREEMENT

NAME OF INDEPENDENT CONTRACTOR: ________________________________

ADDRESS / P.O. BOX: ____________________________________________

CITY: ________________________, STATE: ________ ZIP: ________

SIGNATURE OF INDEPENDENT CONTRACTOR: ________________________ DATE: ________

STATE OF ARIZONA

AGENCY: ________________________________ AGENCY#: ________

ADDRESS: ______________________________________________________

CITY: ________________________________, STATE: ________ ZIP: ________

SIGNATURE OF AGENCY CONTRACT ADMINISTRATOR: ________________________ DATE: ________

CONTACT IDENTIFICATION: __________________________________________

BOTH SIGNATURES MUST BE SIGNED AND THE COMPLETED FORM SUBMITTED TO:

ARIZONA DEPARTMENT OF ADMINISTRATION
RISK MANAGEMENT DIVISION - INSURANCE UNIT
100 NORTH 15TH AVENUE, SUITE #301
PHOENIX, AZ 85007

An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

________________________________________
Signature of Risk Management Authorized Signer Date

Revised 02-09-2011
EXHIBIT G

JUSTIFICATION FOR SOLE SOURCE PURCHASE

(APPLICABLE ONLY IF FEE WILL EXCEED $100,000 IN ONE FISCAL YEAR OR ONE PROJECT/ENGAGEMENT)

JUSTIFICATION FOR SOLE SOURCE PURCHASE
PRICE WARRANTY
CONFLICT OF INTEREST CERTIFICATION
FEDERAL DEBARRED LIST CERTIFICATION
ANTI-LOBBYING CERTIFICATION
SUDAN OR IRAN BUSINESS OPERATIONS
LEGAL WORKER CERTIFICATION

(ALL PAGES MUST BE FILLED OUT REGARDLESS OF RELEVANCE)
JUSTIFICATION FOR SOLE SOURCE PURCHASE

REQUISITION NUMBER: ___________________________ DATE: ___________________________
DEPARTMENT: ___________________________ AGENCY/ORG #: ___________________________
SUPPLIER: ___________________________

ITEM DESCRIPTION AND REASON FOR SOLE SOURCE (MAY ALSO BE ATTACHED AS A MEMO): ___________________________

____________________

____________________

____________________

TECHNICAL CHARACTERISTICS: ___________________________

____________________

____________________

REASON FOR REQUESTING SOLE SOURCE:

( ) ITEM MUST MATCH EXISTING EQUIPMENT, WHICH IS: ___________________________

____________________

( ) ITEM IS A REPAIR PART FOR EXISTING EQUIPMENT, WHICH IS: ___________________________

____________________

( ) ITEM IS TO BE ATTACHED TO EXISTING ITEM, WHICH IS: ___________________________

____________________

( ) NO OTHER MANUFACTURER OF THIS TYPE OF PRODUCT EXISTS

( ) OTHER MANUFACTURERS OF THIS TYPE OF PRODUCT DO NOT MEET OUR MINIMUM REQUIREMENTS / TECHNICAL
CHARACTERISTICS:

MANUFACTURER'S NAME: ___________________________

REASON: ___________________________

____________________

MANUFACTURER'S NAME: ___________________________

REASON: ___________________________

____________________

( ) OTHER ___________________________

____________________

METHOD USED TO DETERMINE THAT ONLY ONE SOURCE EXISTS (WEB SEARCH, PEER CONSULTATION, LISTSERV REQUEST,
TRADE SHOW ATTENDANCE, ETC.) ENCLOSURE EVIDENCE OF THE METHOD USED.

____________________

____________________

____________________

SIGNATURE AND TITLE OF REQUESTER
BY PURCHASING: (MUST PERFORM PRICE OR COST ANALYSIS)

A) PRICE ANALYSIS PERFORMED: (    )

BASED ON:

_________________________________________________________________________________________________________________
_________________________________________________________________________________________________________________
_________________________________________________________________________________________________________________
_________________________________________________________________________________________________________________

B) COST ANALYSIS PERFORMED: (    )

BASED ON:

_________________________________________________________________________________________________________________
_________________________________________________________________________________________________________________
_________________________________________________________________________________________________________________
_________________________________________________________________________________________________________________

I, ________________________________, AUTHORIZED BUYER, CONCLUDE THE FOLLOWING:

(    )  SOLE SOURCE JUSTIFICATION IS ADEQUATE AND PURCHASE IS AUTHORIZED WITHOUT COMPETITIVE BIDDING.

(    )  SOLE SOURCE JUSTIFICATION IS INADEQUATE AND REQUISITION IS RETURNED TO DEPARTMENT.

BUYER ____________________________  DIRECTOR OF PURCHASING or
ASSISTANT DIRECTOR OF PURCHASING
PRICE WARRANTY

SUPPLIER: ______________________________ QUOTE/RFP#: __________________________
ADDRESS: ______________________________ RX #: _________________________________
____________________________________ DATE: _________________________________

PLEASE CHECK THE APPROPRIATE BOX:

1. ☐ Established Catalog or Market Price Warranty

Contractor or Supplier warrants that the prices for the goods and/or services covered in this quotation/proposal are based upon the established catalog or market prices of commercial item(s) or services. The date and title of applicable established catalog or market price list is:

_____________________________________________________________________________

Please include a copy of the applicable page(s) of your catalog or price list with this document.

2. ☐ Lowest Price Warranty

Contractor or Supplier warrants that the prices set forth in their quotation/proposal do not exceed those charged by the Contractor or Supplier to any other educational customers purchasing the same item(s) and/or services in like or comparable quantities.

3. ☐ Used Equipment Price Warranty

Contractor or Supplier warrants that prices set forth for used equipment in their quotation/proposal do not exceed those charged by the Contractor or Supplier to any other educational customers purchasing the same item(s) in like or comparable quantities. If this box is checked, please include a cost comparison quotation for the same or like new equipment and show the educational discount on both the used or new equipment.

4. ☐ Consulting Services Price Warranty

Consultant warrants that the costs proposed for this engagement do not exceed those charged to other educational customers for similar engagements.

NOTE: If more than one box is checked, Contractor, Supplier, or Consultant shall specify which of the above boxes is applicable to each item listed on seller’s quotation/proposal. If none of the above boxes are applicable, please submit detailed cost or price data sufficient for us to determine the reasonableness of your proposed price.

Authorized Signature (Supplier):

By: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date Signed: ______________________________

CONFLICT OF INTEREST CERTIFICATION

_____________________
(date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

The undersigned certifies that to the best of his/her knowledge: (check only one)

(   ) There is no officer or employee of Arizona State University who has, or whose relative has, a substantial interest in any contract resulting from this request.

(   ) The names of any and all public officers or employees of Arizona State University who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

(Firm)       (Address)

(Email Address)

(Signature required)       (Phone)

(Print name)       (Fax)

(Print title)       (Federal Taxpayer ID Number)
FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

_____________________
(date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

In accordance with the Federal Acquisition Regulation, 52.209-5:

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

   (i) The Offeror and/or any of its Principals—

   (A) (check one) Are (    ) or are not (    ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

   (B) (check one) Have (    ) or have not (    ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

   (C) (check one) Are (    ) or are not (    ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

   (ii) The Offeror (check one) has (    ) or has not (    ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

   (2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(Firm)       (Address)

(Email Address)  

(Signature required)     (Phone)

(Print name)  

(Fax)

(Print title)     (Federal Taxpayer ID Number)
ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)

_____________________
(date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(Signature page follows)
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LEGAL WORKER CERTIFICATION

_____________________
(date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

As required by Arizona Revised Statutes §41-4401, ASU is prohibited from awarding a contract to any contractor who fails, or whose subcontractors/subrecipients fail, to comply with Arizona Revised Statutes §23-214-A. Contractor warrants that it complies fully with all applicable federal immigration laws and regulations that relate to its employees, that it shall, as applicable or required under Arizona Revised Statutes §23-214A, verify, through the e-verify program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired to work on this Contract, and that it shall, as applicable or required under Arizona Revised Statutes §23-214A, require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.

A breach of the foregoing warranty shall be deemed a material breach of this Contract. In addition to the legal rights and remedies available to ASU hereunder and under the common law, in the event of such a breach, ASU shall have the right to terminate this Contract. Upon request, ASU shall have the right to inspect the papers of each contractor, subcontractor or any employee of either who performs work hereunder for the purpose of ensuring that the contractor or subcontractor is in compliance with the warranty set forth in this provision.

(Firm)       (Address)

(Email Address)       

(Signature required)       (Phone)

(Print name)       (Fax)

(Print title)       (Federal Taxpayer ID Number)