

August 24, 2017

Mr. Matthew James Steward Halls

*Sent Via Mail & Email*

RE: Termination of Bach Festival Contract (PCS # 200100-00201-PSC)  
Termination of Discussions for School of Music Contract

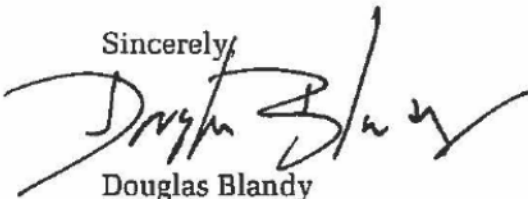
Dear Mr. Halls:

Pursuant to the termination provisions in Section 12(b) of the University's Standard Terms and Conditions, which are incorporated into the Personal Services Contract ("Contract") referenced above, the University of Oregon ("University") is providing you 30-days written notice of its intent to terminate our Contract. Accordingly, such termination will be effective on September 24, 2017; 30 days from the date of this correspondence. The University will pay you for work that was completed prior to the date of this letter. However, we will not pay for work performed after the date of this letter, so we ask that you cease work on all University projects.

In addition, I understand that you have been in discussions with the University's School of Music to possibly teach conducting classes and various rehearsals this coming fall. Please note that the University is not able to proceed with that contract as well.

I would be happy to discuss with you appropriate statements that explain why our Contract is being terminated. For example, it may be appropriate for the parties to issue statements that explain the contract is ending because both parties determined it was best for you and the Bach Festival to move in different directions.

Sincerely,



Douglas Blandy  
Senior Vice Provost for Academic Affairs

cc: Jayanth Banavar, Senior Vice President and Provost  
Craig Ashford, Director, Purchasing and Contracting Services  
Janelle McCoy, Executive Director, Oregon Bach Festival

**Office of the Provost and Academic Affairs**  
207 Johnson Hall  
1258 University of Oregon, Eugene OR 97403-1258  
541-346-3081 | FAX 541-346-2023 [uoregon.edu](http://uoregon.edu)



**UNIVERSITY OF OREGON  
PERSONAL SERVICES CONTRACT**

Contract No. 200100-00201-PSC

<p>This Personal Services Contract ("<b>Contract</b>") is between the University of Oregon ("<b>University</b>") and Contractor indicated below ("<b>Contractor</b>"). University and Contractor are each a "Party" and collectively "Parties."</p>	Department Name: Oregon Bach Festival
	Department Address: 1257 University of Oregon Eugene, OR 97402
<p><b>Contractor Information</b> Full Legal Name or Business Name: Matthew James Steward Halls Mailing Address used for Tax Reporting: Street/PO Box: _____ City: _____ State: _____ Zip Code: _____ E-mail Address: _____ Office Phone Number: _____ Cell Phone Number: _____ (please indicate which phone number is your primary number)</p>	Prepared by: Craig Ashford
	Preparer's Phone Number: 541.346.3395
<p><b>Additional Terms &amp; Attachments</b> <b>Attachment A: Personal Services Contract Standard Contract Provisions</b> can be found at: <a href="http://pcs.uoregon.edu/content/forms">http://pcs.uoregon.edu/content/forms</a> and is incorporated by this reference and made a part of this Contract. <input checked="" type="checkbox"/> Attachment B: <b>Statement of Work</b> <input checked="" type="checkbox"/> Attachment C: <b>Compensation</b> <input checked="" type="checkbox"/> Attachment D: <b>Insurance Requirements</b> <input checked="" type="checkbox"/> Attachment E: <b>Photography Contract Provisions</b> <input checked="" type="checkbox"/> Attachment F: <b>Independent Contractor Certification Statement</b> <input checked="" type="checkbox"/> Other: <b>Schedule 1 – Schedule of Deliverables</b></p>	<p><b>Contract Term.</b> This Contract will become effective August 30<sup>th</sup>, 2016, or the date of last signature below, <b>whichever is later.</b> Unless earlier terminated or extended, this Contract will expire on July 20<sup>th</sup>, 2020.</p>
	<p><b>Contract Fee/Honorarium:</b> Check one: <input type="checkbox"/> Fixed Fee: N/A <input checked="" type="checkbox"/> Variable Fee: See Attachment C</p> <p><b>Expenses:</b> <input type="checkbox"/> University will reimburse Contractor's expenses, including travel, up to the following not to exceed (NTE) amount of<sup>†</sup>: N/A. Individual itemized expenses may be revised, but total amount reimbursed may not exceed the NTE listed above. <input checked="" type="checkbox"/> University will pay Contractor's expenses directly to third parties, on Contractor's behalf, up to the following not to exceed ("NTE") amount of<sup>†</sup>: See Attachment C.</p> <p><b>Contract Maximum Compensation: \$485,600.00**</b> <input checked="" type="checkbox"/> Interim payments paid to Contractor (if checked use <b>Attachment C</b>). If this box is not checked only one fee/honorarium payment will be made under this Contract.</p>
<p><b>Statement of Work:</b> See Attachment B.</p>	<p>*Unless boxes are checked reimbursements or expenses will not be paid under this Contract.</p> <p><sup>†</sup> Subject to the limitations of University's published reimbursement rates found at the following web address: <a href="http://ba.uoregon.edu/content/travel-reimbursement">http://ba.uoregon.edu/content/travel-reimbursement</a></p> <p>**Contract Maximum Compensation includes the sum of all fees and reimbursements paid to Contractor and all expenses paid by University on behalf of Contractor.</p>
<p>By my signature below I am accepting the terms and conditions of this Contract and I certify that I am not a University of Oregon employee, I am an independent contractor, and I understand the tax and legal implications of this Contract and that payments under this Contract will be reported on Form 1099.</p>	
<p>Signature of Contractor _____ Date Signed: <u>2<sup>nd</sup> June, 2017</u> Printed Name and Title of Contractor <u>MATTHEW HALLS, ARTISTIC DIRECTOR, OBF</u></p>	
<p>University: _____ By: _____ Date: <u>6/29/17</u></p>	<p>Printed Name: <u>CRAIG ASHFORD</u> Title: <u>DIRECTOR, PURCHASING AND CONTRACTING SERVICES</u></p>

**UNIVERSITY OF OREGON  
PERSONAL SERVICES CONTRACT  
ATTACHMENT B**

**STATEMENT OF WORK:**

**PART I: OVERVIEW OF SERVICES & TIME PERIOD**

Contractor will serve as Artistic Director & Chief Conductor for the Oregon Bach Festival ("OBF" or "Festival"), a program of the University of Oregon, for the 2017, 2018, 2019 & 2020 Oregon Bach Festivals.

The periods for which Contractor is responsible for being on-site in Eugene, Oregon for the purposes of assisting in the planning, executing and evaluating of the Oregon Bach Festivals under this Contract are currently as follows, subject to change by mutual agreement of the Parties:

- June 23<sup>rd</sup> – July 19<sup>th</sup>, 2017
- June 17<sup>th</sup> – July 18<sup>th</sup>, 2018
- June 16<sup>th</sup> – July 17<sup>th</sup>, 2019
- June 14<sup>th</sup> – July 15<sup>th</sup>, 2020

Both Contractor and OBF retain the option to pursue a further Contract that would commence at a time later than July 20<sup>th</sup>, 2020 for a term length to be decided. Negotiations of a further Contract will be initiated by OBF Executive Director to Contractor's agent(s) no later than August 30<sup>th</sup>, 2018, and will conclude no later than January 1<sup>st</sup>, 2019.

In his role as Artistic Director & Chief Conductor for the Oregon Bach Festival, Contractor will be responsible for helping to shape the artistic and educational visions of and proposing programming for OBF and its associated educational programs, which presently includes, but is not limited to, the Master Class in Conducting, the Berwick Academy, the Stangeland Family Youth Choral Academy, the Organ Institute, Teacher's Workshop and the Vocal Fellows Program. Contractor will collaborate with and make recommendations to the OBF Executive Director on these initiatives. In addition, Contractor will be responsible for conducting the majority of the choral-orchestral performances in each Festival season as agreed upon with OBF Executive Director.

Decisions concerning feasibility and the University's ability to implement artistic and educational programming is reserved to the University so that the University may maintain the fiscal integrity and organization of the Oregon Bach Festival. The University also reserves authority for non-programmatic decisions such as the final selection of other independent contractors and participants as well the number of free invitations that may be extended to Festival constituents to private or restricted events. The OBF Executive Director is responsible for acting for the University on these matters after receiving consultation and advice from the Artistic Director. All artistic and operational decisions made by Contractor and OBF Executive Director must comply with controlling law and University of Oregon policies and procedures.

**PART II: SPECIFIC DUTIES & PERFORMANCE LOCATIONS**

Contractor will perform 50% of his duties outside the United States, and 50% of his duties inside the United States. These duties include, but are not limited to, the following:

**A. Outside the United States**

1. Proposing music repertoire to be performed at OBF
2. Proposing guest artists, vocal soloists, and guest conductors for OBF, which includes:
  - a. Identifying, researching and evaluating such persons
  - b. Proposing which of these persons will be invited to participate at future Festivals
  - c. Participating in presenting invitations to these persons for OBF
3. Providing artistic guidance to Directors, including Program, Education, Artistic Operations and Executive Directors, which includes:
  - a. Collaborating with Directors to recommend direction for the program(s) annually
  - b. Providing feedback on artistic preparation
4. Proposing future commissioning projects, which includes:
  - a. Recommending the theme of such projects

- b. Identifying composers
    - c. Assisting in securing funding sources for commissions
  - 5. Proposing future recording projects, which includes:
    - a. Identifying new recording projects
    - b. Evaluating and presenting the repertoire, performing forces, and feasibility of such projects to OBF
  - 6. Recommending the direction of the educational programs, which includes:
    - a. Consulting with staff and faculty members on their initiatives for the programs
    - b. Collaborating in the creation of and adherence to programmatic schedules, as recommended by OBF educational seasonal team members
  - 7. Engaging in regular correspondence via telephone, email and video conference with OBF staff and seasonal team members for the purposes of performing the duties outlined above, according to the following specifications:
    - a. All correspondence initiated by OBF staff will include, whenever possible, a date by which a response from Contractor is requested or required.
    - b. Contractor will respond in one of the formats listed above as soon as is reasonably practicable.
    - c. In the event Contractor does not respond to correspondence within the time frame requested by OBF staff, University will take Executive action as appropriate.
  - 8. Serving as an ambassador and advocate for OBF in his professional encounters abroad. This may include conducting press events, giving interviews, recruiting donors, education members or faculty personnel, and/or performing photo shoots, among other marketing and development events to be determined.
- B. Inside the United States**
- 1. Be in attendance in Oregon throughout the entire periods outlined in Part I in order to:
    - a. Attend and conduct rehearsals
    - b. Attend and conduct concerts
    - c. Attend and conduct musician auditions
    - d. Oversee and participate in educational programs, where applicable
    - e. Provide artistic guidance to all program directors
    - f. Support development activities
    - g. Participate in pre-Festival, mid-Festival, and post-Festival meetings to discuss artistic, educational and operational issues and planning, by mutual agreement between the Parties
  - 2. Serve the following lead roles in OBF's educational programs:
    - a. Primary Master Teacher of the Master Class in Conducting, which includes:
      - i. Coaching selected participants in the rehearsals
      - ii. Directing the lecture(s) at the Discovery Series concerts
    - b. Artistic Director & Chief Conductor of the Berwick Academy, which includes:
      - i. Ensuring the educational standards of the Academy through the development of schedules and programs, the selection and oversight of faculty, and the assistance of addressing logistical issues unique to period performance practice
      - ii. Serving as primary conductor through orchestra reading sessions and through the rehearsals and performances of at least one programs per season
      - iii. Fostering further development of the Berwick Academy through planning meetings, mid-season discussions, and post-program debriefs
    - c. Advisor for the Organ Institute, the Stangeland Family Youth Choral Academy, the Teacher's Workshop and the Vocal Fellows program, which includes:
      - i. Meeting with program directors to ensure artistic standards are achieved
      - ii. Recommending direction and advice to realize overall program quality and consistency
    - d. Additional roles to be determined in the event of new educational initiatives
  - 3. Perform as ambassador and advocate for OBF and its educational programs in Oregon and throughout the United States for the purposes of representing the Festival and to recruit new donors, concert patrons, faculty members and students of the education programs, which includes:
    - a. Attending and participating in marketing events, which may include interviews, photo shoots, video or audio recordings, radio broadcasts, and/or press events.



- b. Attending and participating in development activities, which may include fundraising events, private parties, and/or community gatherings
  - c. Attending rehearsals and concerts for both OBF-related events and non-OBF artistic organizations
- 4. Additional artistic planning, promotional activities and/or fundraising efforts as specified by OBF when Contractor is in Eugene, OR for the Festival or for other University business. Contractor will make best effort to be available to provide these additional services when his presence is in a location other than Eugene, OR on personal or professional business.

### **PART III: DELIVERABLES**

Contractor will provide deliverables to the OBF Executive Director according to the timetable attached hereto as Schedule 1.

### **PART IV: HOUSING AND TRAVEL**

- A. University will organize and provide the following expenses to Contractor:
  - 1. Parking permits for the University of Oregon campus and for the Hult Center for the Performing Arts while Contractor is in Eugene, OR.
  - 2. Flight arrangements to/from and hotel arrangements in Eugene, OR in the event Contractor is required to be present for off-season meetings or events, at University's sole discretion.
- B. Contractor will be responsible for organizing and providing the following expenses:
  - 1. All rental housing and/or hotel accommodations in June and July of each year
  - 2. All long-distance transportation to and from Oregon, such as airfare or train fare
  - 3. All local transportation, which may include taxi fares, shuttle service, train fare, vehicle rental(s) and its associated rental insurance
  - 4. All personal meals outside of Development events
  - 5. \$1 million Comprehensive General Liability insurance with Sexual Molestation coverage and \$1 million Professional Liability insurance. Copies of the certificate(s) of insurance will be provided to University
- C. Contractor will enter the United States in a legal status allowing him to work for the University of Oregon and OBF as evidenced by a U.S. Visa/I-94 assigned to him or this Contract will be considered void. Any visas required for his services under this Contract will be procured at Contractor's or Contractor's designee's effort and expense.
- D. In the event OBF decides to expand beyond its annual summer season to include shorter mini-fests at other times of the year (at Easter, the Fall or Advent, or in the period preceding Christmas, for example) outside the established Festival dates which requires hotel accommodations or transportation for Contractor, OBF will negotiate an amendment to this Contract with Contractor's agent(s).

### **PART V: BROADCAST AND RECORDING PROVISIONS**

- A. University reserves all photographs, recording, videotaping, and audiotaping rights at all events, performances, rehearsals, and practice sessions.
- B. Contractor may not use any device to record, videotape, or audiotape at any event, performance, rehearsal, or practice session. This includes, but is not limited to, the use of cell phones, cameras, video recorders, and similar devices.
- C. Contractor agrees to allow the recording of all OBF performances for local, national, or international non-commercial radio, internet, or video broadcast with no additional compensation. All commercial audio and video recordings will be negotiated and captured in an amendment to this contract.
- D. Contractor retains right of approval on all materials for non-commercial and commercial broadcast.
- E. All photography, videography and recording services capturing the likeness and performance of Contractor for University use will be provided by a professional, which is defined as an employee of the University or a credentialed independent contractor engaged by University. Students are specifically excluded from this category.

**UNIVERSITY OF OREGON  
PERSONAL SERVICES CONTRACT  
ATTACHMENT C - COMPENSATION**

The maximum compensation under this Contract as indicated on the first page of this Contract includes all fees, honorariums and expenses reimbursed or paid directly on behalf of the Contractor as listed below. Any increase in compensation under this Contract must be preceded by written amendment signed by a University Contract Officer. The amendment detailing additional work and/or reimbursements must be signed by a University Contracts Officer **prior to** Contractor performing any such work or incurring any such reimbursable expenses and prior to the expiration date of this Contract. Payment for all work under this Contract is subject to UO Policy 580.061, Sec J.

**Check all boxes that apply:**

**Variable Fee.** Compensation will be determined by the following rate structure: Contractor will be paid an all-inclusive fee for the 2017, 2018, 2019 and 2020 Festivals as follows:

- 2017 Festival: \$109,750
- 2018 Festival: \$114,750
- 2019 Festival: \$119,750
- 2020 Festival: \$124,750

Each of these yearly total payments include, but are not limited to, the costs for artistic services, housing accommodations, transportation, meals, insurance, visas, and other professional expenses.

For avoidance of doubt, except for those expenses listed below as directly paid by the University, Contractor shall pay and be responsible for any and all expenses necessary to perform his obligation under this Contract, and University shall have no additional payment obligations.

In no case shall the University's variable fee payments to Contractor exceed \$469,000 in total.

**Reimbursement** (Leaving this box unchecked indicates that no reimbursements will be made under this Contract). Contractor will be reimbursed for the following itemized expenses: N/A

To receive these reimbursements (check one):

- Contractor will provide receipts or documentation of all expenses to University and will be reimbursed subject to the applicable limits found at the following web address: <http://ba.uoregon.edu/content/travel-reimbursement>. Any reimbursement under this option will be reported as income on Form 1099 unless Contractor is an individual.
- Contractor will fully describe any expenses listed within Contractor's Invoice. Contractor will maintain original receipts. All such payments under this section will be reported by University on Form 1099.

**Direct Payment of Contractor Expenses** (Leaving this box unchecked indicates that no direct payment by University of Contractor's expenses will be made under this Contract). University will directly pay the following itemized expenses, subject to the applicable limits found at the following web address: <http://ba.uoregon.edu/content/travel-reimbursement>. Contractor *will not be* reimbursed for these expenses and these expenses *will be* included as part of the "Maximum Compensation" amount indicated on the first page of this Contract:

1. Not to exceed \$1,600 for Parking Permits
2. Not to exceed \$200 per day and \$10,000 for the duration of this Contract for local hotel accommodations outside of June and July each year, at University's sole discretion
3. Not to exceed \$300 per one-way flight or \$500 per round-trip flight and \$5,000 for the duration of this Contract for flights outside of June and July each year, at University's sole discretion

**Interim Payments** (Leaving this box unchecked indicates that no interim payments will occur. If making interim payments, at least 10% of total payment may not be paid until all work is completed.) Interim payments will be allowed. Payment will be made to Contractor following University's review and approval of billings submitted by Contractor. Interim payments will be made according to the following schedule:

The total amount for each year listed above in Variable Payments will be paid in two annual installments: in the preceding December before that year's Festival for the work he provided outside the U.S. (50% of the annual total) and in July of that year following the Festival for the work he provided inside the U.S. (50% of the annual total). The breakdown of these payments is listed as follows:

A. Contractor will be paid the following sums for his services performed outside the United States annually by the University's last check run of the calendar year in 2016, 2017, 2018 and 2019 as follows. These payments will not be subject to federal taxation:

1. By December 30<sup>th</sup>, 2016: \$54,875.00
2. By December 29<sup>th</sup>, 2017: \$57,375.00
3. By December 28<sup>th</sup>, 2018: \$59,875.00
4. By December 31<sup>st</sup>, 2019: \$62,375.00

B. Contractor will be paid the following sums for his services performed inside the U.S. annually within 10 business days of the conclusion of that year's Festival in 2017, 2018, 2019 and 2020 on the appropriate check run by University as follows. These payments will be subject to a withholding of 30% in accordance with U.S. Internal Revenue Service regulations:

1. By July 28<sup>th</sup>, 2017: \$54,875.00
2. By July 27<sup>th</sup>, 2018: \$57,375.00
3. By July 26<sup>th</sup>, 2019: \$59,875.00
4. By July 24<sup>th</sup>, 2020: \$62,375.00

C. All payments will be made in U.S. dollars by direct deposit to the bank account of Schwalbe & Partners (170 East 61 St Suite 5N, New York, NY 10065), Contractor's U.S. agent.

The Parties anticipate that Contractor may miss up to three performances of the 2017 Festival due to the birth of his child. If Contractor misses a performance of the 2017 Festival due to the birth of his child, up to a maximum of three performances, pursuant to this section and sections 3 and 14 of Attachment A, Contractor's July 2017 interim payment will be reduced in an amount equal to the cost of hiring a replacement conductor or conductors chosen by the University in its sole discretion. The reduction in Contractor's July 2017 interim payment for replacement conductors will not exceed a total of \$20,625 for up to three missed performances. The University will consult with Contractor prior to selecting a replacement conductor, and Contractor will help advise the University on suitable replacement conductors whose skill and name-recognition are similar to Contractor's. In the event that Contractor misses more than three performances, the Contractor's absences and the University's remedies will be governed by the Contract's other terms.

**ATTACHMENT D**  
**PERSONAL SERVICES CONTRACT INSURANCE REQUIREMENTS**  
(Only complete when insurance is required)

During the term of this Contract, Contractor will maintain in full force at Contractor's own expense the insurance indicated below and fulfill the following requirements:

1. **General Liability Insurance**  **Required by University**  **Not Required by University**  
Contractor will obtain comprehensive general liability insurance with a broad form CGL endorsement or broad form commercial general liability insurance, with a minimum combined single limit of not less than  \$1,000,000 for each occurrence and \$2,000,000 aggregate or  \$2,000,000 for each occurrence and \$5,000,000 aggregate covering bodily injury and property damage, and will include personal and advertising injury liability, products liability, and contractual liability coverage for the indemnity provided under this Contract. It will provide that University and officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract (Paragraph 4 of this Attachment D). Contractor's comprehensive general liability insurance policy will contain provisions for coverage of allegations of corporal punishment, sexual abuse, and molestation.
2. **Commercial Auto Liability Insurance:**  **Required by University**  **Not Required by University**  
Commercial automobile liability insurance with a minimum combined single limit of \$1,000,000 for each accident and \$2,000,000 aggregate for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles, as applicable.
3. **Professional Liability Insurance:**  **Required by University**  **Not Required by University**  
Examples to consider: attorney, physician, dentist, counselor, architects, etc. Professional Liability insurance with a combined single limit, or the equivalent, of not less than  \$1,000,000 per occurrence and \$2,000,000 aggregate or  \$2,000,000 per occurrence and \$5,000,000 aggregate. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this Contract. If this insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months. Only a certificate is required.
4. **Insurance; Certificates of Insurance:**  
Contractor will obtain insurance policies issued by an insurance company authorized to do business in the State of Oregon with a minimum financial rating of an AM Best rating of A- or higher. Contractor's liability insurance, except for professional liability insurance, will be arranged on an "occurrence" basis. The Contractor will be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.
5. **Notice of cancellation or change.** Contractor will not cancel, materially change, reduce limits, or fail to renew the insurance coverage(s) without 30-days' written notice from the Contractor or insurer(s) to University, Contract Manager at the following address: 1600 Millrace Dr, Suite 306, Eugene, OR 97403.



**ATTACHMENT E  
PHOTOGRAPH AND APPEARANCE RELEASE**

The purpose of this release is to obtain permission for the University of Oregon ("University") to videotape, film or record your participation in University's workshops, presentations, and University sponsored events. This media content may be used by University for purposes consistent with its mission, including without limitation, web training, fundraising, advertising, publicity, or any other purpose on behalf of University. University will provide Contractor and/or Contractor's agent the opportunity to inspect or approve the finished photograph or video or audio recording before publishing. To affirm your authorization for University to videotape, film or record you for the purposes and uses set forth above, please sign and return this release.

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I, MATTHEW HALLS hereby release the University of Oregon ("University") and any of its faculty, staff, and students from any liability in recording me on or about August 30<sup>th</sup>, 2016 - July 20<sup>th</sup>, 2020. I hereby irrevocably consent to and authorize University to videotape me and use my image, voice and/or likeness for the purposes and uses set forth above. In addition, University shall have the right to adapt, reproduce, edit, modify, and make derivative works of and from the videotape in any media or technology now known or hereafter developed in perpetuity, so long as the use is in keeping with the purposes and uses set forth above. The content may be webcast, broadcast, cablecast, placed on public websites and video sharing sites or any other distribution channels or venues existing now or in the future. I recognize that the videotapes and other works shall be the exclusive property of University and that University will hold the copyright and reserved right for distribution, sale and exchange of the footage gathered. In addition, I waive all claims to compensation or damages based on the use of my image or voice, or both, by University.

I warrant that I have the full right and authority to grant this consent. I hereby certify that I am above the age of 18 years old, and have read and consented to the above.

Print Name: MATTHEW HALLS

Signature: 

DATE 2nd June, 2017

**- IF UNDER 18 YEARS OF AGE -**

I, \_\_\_\_\_ (name), am the legal guardian of \_\_\_\_\_ (name) and am allowing him/her to be recorded, knowing that I am also consenting to all of the above conditions fully as it applies to me or the child. I warrant that I have the full right and authority to grant this consent.

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

**ATTACHMENT F**  
**Independent Contractor Certification Statement**

**A. CONTRACTOR IS INDEPENDENT. (Contractors who are not incorporated complete part A)**

I, under penalties of perjury, certify that I am an independent contractor as defined in ORS 670.600 and that the following statements contained in Part A of this attachment are true and correct.

1. If providing services requiring licensure or certification, I certify that I have current and valid licenses or certificates required to provide the services, and I am licensed under ORS Chapter 671 or 701, if necessary.
2. I am customarily engaged in an independently established business as indicated by the occurrence of three (3) or more of the following requirements (Contractor, please check the criteria below that apply):
  - \_\_\_ A. I maintain a business location that is separate from the University of Oregon. If that location is in a portion of my residence, it is used primarily for my business.
  - \_\_\_ B. I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
  - \_\_\_ C. I bear the risk of loss related to my business by doing at least one of the following (check all that apply):
    - I enter into fixed price contracts.
    - I am required to correct defective work I perform.
    - I negotiate indemnification agreements, purchase liability insurance, performance bonds, or "errors and omissions" insurance.
    - I warrant the services I provide.
  - \_\_\_ D. I provide the contracted services for two or more different persons/entities within a period of one year, or routinely engage in business advertising and other marketing efforts reasonably calculated to obtain new business to provide similar services.
  - \_\_\_ E. I have the authority to hire and fire others to provide or to assist in providing the services.

Contractor Signature: 

Date: 2<sup>nd</sup> June, 2017

**B. DEPARTMENT APPROVAL. (Section B to be completed by Department)**

ORS 670.600 sets forth the standards for classifying a vendor as an independent contractor. By my signature below I represent that under this contract:

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the University's right to specify the desired results of the services.
2. The Contractor is responsible for obtaining all business registrations, certifications, and licenses necessary to perform the services.
3. The Contractor is performing services and/or providing goods for remuneration.

Department Signature: 

Date: 6/29/17

**SCHEDULE 1**  
**Schedule of Deliverables**

<b>Matthew Halls Due Date</b>	<b>Matthew Halls Required Deliverable</b>	<b>OBF Related Tasks to Deliverable</b>
By December 31, 2016	All 2017 Festival programming, teacher recommendations, program directors, soloist choices finalized. Approval of musicians' rosters given.	Recruit and contract orchestra, chorus; Negotiate and contract soloists, program directors, teachers; Summer staffing needs determined and hired; All contracting for independent contractors, housing, transportation vendors commences; Marketing materials created, such as trifold season announcements, season brochure and recruitment rack cards for Youth Choral Academy; Youth Choral Academy audition portal ready and launched; 2 <sup>nd</sup> round of ads placed for relevant education programs; Full logistic schedule drafted and created.
By January 15, 2017	Confirm main concerts for 2018 Festival; Confirm Education Program Directors for 2018; Confirm 2018 Festival dates;	Extend Program Director invitations; NEA grant planning for 2018 programs; First draft of 2018 budget created;
By January 15, 2017	Confirm main concert concepts for 2019	NEA grant planning for 2019 programs; Engage soloists, conductors, guest artists
By January 15, 2017	Confirm composer preferences for 2020 commissioning plans	Create commissioning plan for 50 <sup>th</sup> anniversary; Engage composers for 50 <sup>th</sup> anniversary
By February 28, 2017	First Draft of Festival 2018 programming wish-list due; Participate in 2018 planning meeting with staff and education program directors	NEA grant written; Miller Foundation Grant written; 2018 education program specific-dates set; Finalize 2018 Festival dates.
By March 31, 2017	Education music, as appropriate, selected for 2018 Festival; 2018 Program directors confirmed; 2018 performance venues selected	Reed Foundation grant due; Soloists, conductors, guest artists confirmed; Program directors' contract commence
By March 31, 2017	Music programs for 2018 guest artists confirmed	Engage venues; Set concert dates; Write Oregon Community Trust grant
By April 30, 2017	All 2018 music confirmed	Include 2018 dates in 2017 program book; Oregon Arts Commission Grant due; Determine recruitment needs for Vocal Fellows, SFYCA soloists, and Berwick Academy instrumentation
By June 30, 2017	First Draft of Festival 2019 programming wish-list due;	First draft of 2019 budget created
By July 31, 2017	2017 Festival review and recommendations made for 2018; Final 2018 orchestra recommendations made	Write 2018 Hult Endowment grant; Write 2017 Hult and OCF grant reports Berwick Academy ads created, faculty invited; SFYCA repertoire chosen; Guest artist negotiations complete; Housing RFQ determined; Recruit and invite orchestra; Determine and set audition dates; Create and post faculty announcements on website.
By August 31,	2019 performance venues selected	Write Hult Endowment grant;

<b>Matthew Halls Due Date</b>	<b>Matthew Halls Required Deliverable</b>	<b>OBF Related Tasks to Deliverable</b>
2017		Amphion Foundation Request due.
By November 30, 2017	Approval of 2018 musicians' rosters given.	Recruit and contract orchestra, chorus; Negotiate and contract soloists, program directors, teachers; Summer staffing needs determined and hired; All contracting for independent contractors, housing, transportation vendors commences; Marketing materials created, such as trifold season announcements, season brochure and recruitment rack cards for Youth Choral Academy; Youth Choral Academy audition portal ready and launched; 2 <sup>nd</sup> round of ads placed for relevant education programs; Full logistic schedule drafted and created.
By November 30, 2017	Full draft for 2019 submitted	2019 budget revised
By December 31, 2017	Confirm Education Program Directors for 2019;	Extend Program Director invitations; NEA grant planning for 2019 programs
By December 31, 2017	Confirm 2019 Festival dates;	NEA grant planning for 2020 programs
By January 31, 2018	Participate in 2019 planning meeting with staff and education program directors; confirm 2019 guest artists;	NEA grant written; Miller Foundation Grant written;
By January 31, 2018	2020 Main concerts confirmed; 2020 dates confirmed	NEA grant written; Miller Foundation Grant written; First draft of 2020 budget created
By February 28, 2018	Education music, as appropriate, selected for 2019 Festival; 2019 Program directors confirmed;	Reed Foundation grant due; Soloists, conductors, guest artists confirmed; Program directors confirmed
By March 31, 2018	Music programs for 2019 guest artists confirmed	Engage venues; Set concert dates; Write Oregon Community Trust grant
By April 30, 2018	All 2019 music confirmed	Include 2019 dates in 2018 program book; Oregon Arts Commission Grant due; Determine recruitment needs for Vocal Fellows, SFYCA soloists, and Berwick Academy instrumentation
By April 30, 2018	First draft for 2020 Festival submitted	Revise 2020 Budget
By July 31, 2018	2018 Festival review and recommendations made for 2019; Final 2019 orchestra recommendations made	Write 2019 Hult Endowment grant; Write 2018 Hult and OCF grant reports Berwick Academy ads created, faculty invited; SFYCA repertoire chosen; Guest artist negotiations complete; Housing RFQ determined; Recruit and invite orchestra.
By August 31, 2018	2020 performance venues selected	Write Hult Endowment grant; Amphion Foundation Request due.
By November 30, 2018	Full draft for 2020 submitted	2020 Budget revised
By December 31, 2018	Confirm Education Program Directors for 2020;	Extend Program Director invitations; NEA grant planning for 2020 programs



<b>Matthew Halls Due Date</b>	<b>Matthew Halls Required Deliverable</b>	<b>OBF Related Tasks to Deliverable</b>
By January 31, 2019	Participate in 2020 planning meeting with staff and education program directors; confirm 2020 guest artists;	NEA grant written; Miller Foundation Grant written;
By February 28, 2019	Education music, as appropriate, selected for 2020 Festival; 2020 Program directors confirmed;	Reed Foundation grant due; Soloists, conductors, guest artists confirmed; Program directors' contract commence
By March 31, 2019	Music programs for 2020 guest artists confirmed	Engage venues; Set concert dates; Write Oregon Community Trust grant
By April 30, 2019	All 2020 music confirmed	Include 2020 dates in 2019 program book; Oregon Arts Commission Grant due; Determine recruitment needs for Vocal Fellows, SFYCA soloists, and Berwick Academy instrumentation
By July 31, 2019	2019 Festival review and recommendations made for 2020; Final 2020 orchestra recommendations made	Write 2020 Hult Endowment grant; Write 2019 Hult and OCF grant reports