

**WESTERN OREGON UNIVERSITY  
STANDARD TERMS AND CONDITIONS**

1. **DEFINITIONS.** (i) "Contract" means the entire written purchase order, contract, or agreement attached to these Western Oregon University Standard Terms and Conditions ("Standard Terms"), these Standard Terms, and any other contracts, agreements, sales quotations, order acknowledgements, or similar documents, including any terms and conditions of any kind incorporated into the Contract; (ii) "ORS" means the Oregon Revised Statutes; "OAR" means Oregon Administrative Rules; "UCC" means Uniform Commercial Code as adopted in the State of Oregon; "USC" means United States Code; (iii) "Applicable Laws" means all federal, state, or local laws, rules, regulations, ordinances, or guidelines or any University policy (found at <https://wou.edu/policycouncil/policy-library/>) applicable to a Party generally or due to their performance of this Contract; (iv) "Deliverables" means goods and/or services provided to Western Oregon University by Contractor under this Contract; (v) "University" means Western Oregon University, when it is a Party to this Contract, and/or a member of the Oregon Cooperative Procurement Program ("OrCPP") if the purchase is being made under the State of Oregon's cooperative purchasing program authorized by ORS 190.240; (vi) "Contractor" means the party named in Contract with whom University has contracted for the purchase of goods or goods and services; (vii) "Unsupervised Contact" with minor students means contact that provides the person opportunity and probability for personal communication or touch with students under the age of 18 when not under direct University supervision; and (viii) University and Contractor are each a "Party" and collectively "Parties".

2. **CONTROLLING TERMS.** These Standard Terms shall govern the Contract between the Parties and replace and supersede any conflicting terms and conditions found in the Contract.

3. **INDEMNITY.** Contractor will be responsible for all damage to property, injury to persons, loss, expense, inconvenience, attorney's fees, and delay ("Harm") which may be caused by, or result from, any act or omission of Contractor, its subcontractors, agents, or employees. Contractor will defend, indemnify and hold University harmless, as well as University's governing board, trustees, officers, agents, employees, and volunteers, with respect to all claims, suits, proceedings, and actions of any nature, alleging Harm of any nature resulting from or arising out of the acts or omissions of Contractor or its subcontractors, officers, agents, or employees. The University is not subject to any other indemnification provisions in this Contract.

4. **INDEMNITY FOR INFRINGEMENT CLAIMS.** Except to the extent arising from materials or modifications provided or made by University, which materials are utilized by Contractor in their unaltered form, and without limiting the generality of the indemnification clause above, Contractor expressly agrees to indemnify and hold University harmless, as well as University's governing board, trustees, officers, employees, agents, and volunteers from and against any and all claims, suits, proceedings, and actions of any nature, alleging that the Deliverables infringe any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party. In the event that a court of competent jurisdiction determines in a final, non-appealable order that the work is infringing or University determines that the work is infringing in a manner for which Contractor is obligated to indemnify University pursuant to this section, Contractor will, at its option: (1) procure for University the right to continue using such infringing work; (2) replace the infringing work with a non-infringing item of like form, fit or function; or (3) modify the work so that it no longer infringes.

5. **INSURANCE.**

5.1. Contractor will secure at Contractor's expense and keep in effect during the term of this Contract either comprehensive general liability insurance with a broad form commercial general liability 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, 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.

5.2. Upon request, Contractor will secure at Contractor's expense and keep in effect during the term of this Contract 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. 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.

5.3. Upon request, Contractor will secure at Contractor's own expense and keep in effect during the term of this Contract a commercial auto liability insurance policy with a minimum combined single limit of \$1,000,000 per occurrence for each accident and \$2,000,000 aggregate.

5.4. If any of Contractor's officers, employees, or agents, including subcontractors, will have direct, Unsupervised Contact with minor students as described in Section 8, Contractor will secure at Contractor's own expense and keep in effect during the term of this Contract a sexual abuse and molestation insurance policy that complies with all University-determined requirements.

5.5. Contractor shall comply with ORS 656.017 and provide legally required Workers' Compensation coverage.

5.6. Any requested insurance policies are to be 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. All liability insurance will be arranged on an "occurrence" basis. No insurance will be allowed on a "claims made" basis except professional liability insurance to the extent permitted above.

5.7. If insurance is required by this Contract, Contractor must provide a Certificate of Insurance to University from the insuring company evidencing insurance coverage required by this Contract. The "Description of Operations" must include (using the following exact language) the **"Board of Trustees of Western Oregon University, Western Oregon University, and their respective officers, employees, and members"** as additional insured. The certificate will provide that the insurance company will give a 30-days' written notice to University if the insurance is cancelled or materially changed.

5.8. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30-days' written notice from Contractor or its insurer(s) to Office of the General Counsel, Western Oregon University, 345 Monmouth Ave N, Monmouth, OR 97361 or to [sloank@wou.edu](mailto:sloank@wou.edu).

5.9. Contractor shall ensure that each of its subcontractors complies with these insurance requirements.

## 6. CONFIDENTIALITY.

6.1. DEFINITION. As used in this Contract, "Confidential Information" means information and materials provided by University to Contractor that (a) are identified as confidential at the time of disclosure, or (b) a reasonable person in the relevant industries should understand to be confidential based on the nature of the information and materials and all other relevant factors. For the avoidance of doubt, University Confidential Information includes, without limitation, University's non-public data and information, Work Product (defined below), privileged information and communications, information that is subject to existing non-disclosure agreements, Personally Identifiable Information ("PII"), the results of communications and reports arising from the services performed by Contractor, and all other non-public information arising in connection with Contractor's performance of the services described in this Contract.

6.2. PURPOSE. Contractor must not use any of University Confidential Information for any purpose other than carrying out Contractor's obligations or exercising its rights under this Contract (the "Purpose").

6.3. PERMITTED DISCLOSURES AND OBLIGATIONS. Contractor must not disclose to any third party any Confidential Information, other than to Contractor's affiliates, contractors and consultants who both (a) need to know such information in order to fulfill the Purpose and (b) are bound by confidentiality obligations substantially similar to Contractor's under this Contract.

6.4. CONFIDENTIALITY. Contractor must treat all University Confidential Information with the same degree of care Contractor gives to its own Confidential Information, but not less than reasonable care. Further, Contractor may not disclose publicly the existence or nature of any negotiations, discussions or consultations in progress between the Parties without the prior written consent of University. Contractor and its affiliates, contractors and consultants who receive Confidential Information hereunder must promptly notify University of any unauthorized use or disclosure of its Confidential Information of which Contractor becomes aware and reasonably assist University in remedying any such unauthorized use or disclosure.

6.5. EXCLUSIONS. Contractor's obligations under this section will not apply to any University Confidential Information that Contractor can prove: (a) is or becomes part of in the public domain through no fault of Contractor; (b) is rightfully in Contractor's possession free of any confidentiality obligation; (c) was independently developed by Contractor without use of any University Confidential Information; or (d) is communicated by University to an unaffiliated third party free of any confidentiality obligation. A disclosure by Contractor of any Confidential Information (i) in response to a valid order or other legal process issued by a court or other governmental body having jurisdiction, (ii) as otherwise required by law, or (iii) necessary to establish the rights of either Party under this Contract will not be a breach of this Contract if, to the extent legally permitted, Contractor gives 30 days written notice to University of its intent to disclose University Confidential Information along with the asserted grounds for disclosure.

6.6. OWNERSHIP AND DESTRUCTION OF CONFIDENTIAL INFORMATION. As between Contractor and University, all University Confidential Information is the property of University, and no license or other rights are granted or implied hereby. All materials provided to Contractor by University, whether or not they contain or disclose Confidential Information, are University's property. Promptly after any request by University, Contractor will (a) destroy or return to University all Confidential Information and materials in Contractor's possession or control, and (b) upon written request by University, confirm such return/destruction in writing. Contractor hereby acknowledges that any confidential information it discloses to University, or any duty of the University to destroy records upon completion of use, is subject to the provisions of the Oregon public records laws under ORS Chapter 192.

6.7. CONFIDENTIAL PERIOD. Contractor's obligations with respect to University's Confidential Information under this section will remain in effect for the term of this Contract and for three (3) years after any expiration or termination of this Contract.

7. UNIVERSITY DATA. "University Data", which shall also be known and treated by Contractor as Confidential Information, shall include: (a) data collected, used, processed, stored, or generated as the result of the use of the services; (b) regulated sensitive data e.g., data governed by state, federal and, if applicable, international laws, agreements, or treaties, such as the Family Educational Rights and Privacy Act, Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, and the Oregon Consumer Identity Theft Protection Act, EU General Data Protection Regulation, and other federal, state, or local laws, or contractual obligations; (c) unregulated sensitive data e.g., data that is not regulated by statute, but still considered sensitive due to proprietary, ethical, or privacy considerations, including all forms of research, and any information that can be used to assist an attacker in compromising the confidentiality, integrity or availability of University information systems and data; and (d) PII collected, used, processed, stored, or generated as the result of the use of the services, including, without limitation, information that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, government issued IDs, IP address or web cookies, and other unique

identifiers); or (ii) can be used to authenticate an individual including, without limitation, employee identification numbers, government-issued identification numbers, social security number, passwords or PINs, financial account numbers, credit and debit card numbers, credit report information (with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account), biometric or health data, genetics, race or ethnic origin, sex life or sexual orientation, political opinions, religious or philosophical belief, criminal convictions, answers to security questions and other personal identifiers. University Data is and shall remain the sole and exclusive property of University and all right, title, and interest in the same is reserved by University. Contractor shall implement safeguards consistent with accepted industry practices to protect University Data. This section shall survive the termination of this Contract.

8. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT. Contractor will protect the confidentiality of student education records, including PII found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 ("FERPA") and its implementing regulations, specifically 20 U.S.C. § 1232g, 34 C.F.R. § 99.1 et seq., and the University's Student Records Policy (ASA-04-046). Contractor will not use PII from student education records it receives for any purpose other than performing its obligations under this Contract. Contractor may not disclose or redisclose any PII from student education records obtained from the University or collected by Contractor on the University's behalf without the University's written authorization. Any unauthorized disclosure of student education records or PII by Contractor may result in damages owed pursuant to the Indemnity section above.

9. OREGON PUBLIC RECORDS LAW. Contractor hereby acknowledges that this Contract is subject to the requirements of the Oregon public records law (ORS 192.410 - 192.478) and that information Contractor discloses to University may be subject to public disclosure. University is not in breach of any provision of the Contract if, according to the University's interpretation of public records law, it discloses or maintains records of any information provided by Contractor. In the event this Agreement calls for University to notify Contractor of a public records request related to this Contract, the time period for such notice will begin to accrue on the date at which the requesting party either agrees to pay any fees related to the request, or University waives said fees. Notwithstanding anything to the contrary in this Contract, University's notice to Contractor of such a public records request may be made via email.

10. OWNERSHIP OF WORK PRODUCT. All Deliverables that result from this Contract ("Work Product") are the exclusive property of University. University and Contractor intend that such Work Product be deemed "work made for hire" of which University will be deemed the author. If, for any reason, the Work Product is not deemed "work made for hire," Contractor irrevocably assigns to University all its rights, title, and interest in, and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor will execute such further documents and instruments as University may reasonably request in order to fully vest such rights in University. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction, or limitation on use or subsequent modifications.

11. USE OF UNIVERSITY'S PROPRIETARY MARKS AND INFORMATION. Contractor is not permitted to use the University's marks, logos, trade names or other proprietary information for marketing, advertising, or any other purpose other than performing the Contract without advance written approval by the University. All such uses must comply with University's Style Guide and University's Graphic Standards Guide available at <https://wou.edu/marcom/branding-guide/>.

12. ACCESS TO RECORDS. Contractor will maintain records sufficient to accurately document its performance of this Contract, including, but not limited to costs claimed to have been incurred and anticipated to be incurred. University and, if applicable, the federal government will have access to the

records of Contractor for the purpose of determining compliance with this Contract. Contractor will retain all such records, for a minimum of seven years following final payment under or termination of this Contract, or such longer period as may be required by Applicable Laws or until the conclusion of any relevant audit, review, or controversy.

13. INSPECTIONS. Deliverables furnished under this Contract will be subject to inspection and test by University at the time and place determined by University. If University finds Deliverables furnished to be incomplete or not in compliance with solicitation specifications or this Contract, University may reject the Deliverables and require Contractor to either, at University's discretion, correct them without charge or provide them at a reduced price. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by University, University may reject the Deliverables and cancel this Contract in whole or in part. Nothing in this paragraph will in any way affect or limit University's rights as buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

14. PCI DSS COMPLIANCE. If, in the course of its engagement with University, Contractor has access to or will collect, access, use, store, process, dispose of, disclose, or otherwise influence the security of credit, debit or other payment cardholder information, Contractor shall, at its own cost and expense: (i) take responsibility for the security of said cardholder data as provided by PCI DSS Requirement 12.8.2; (ii) on an annual basis, provide University with an Attestation of Compliance (AOC); (iii) within seven (7) days, notify University if it falls out of compliance; (iv) if it detects unauthorized access to cardholder data: (a) notify University within 24 hours and, (b) comply with all Applicable Laws requiring notification, protection, and support of cardholders, (v) in the event it fails to comply with these provisions, indemnify, hold harmless, and defend University and its employee from any claims, damages or other harm related to its failure, as more specifically set forth in the Indemnity section of these Standard Terms.

15. ACCESSIBILITY. All digital content, products, and services, including but not limited to software, web pages, ICT systems, and digital documents, that are developed, modified, or provided by Contractor shall comply with World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.1 AA and Section 508 Standards (2018 Revision). When requested, Contractor shall provide University with a current, completed Voluntary Product Accessibility Template (VPAT) to detail compliance. If any digital content, products, and services provided by Contractor do not meet WCAG 2.1 AA and Revised Section 508 standards, University may demand that the Contractor promptly make modifications that will bring them into compliance. In addition, the University may take whatever steps necessary to ensure compliance with the above listed standards and may subtract any costs arising from such mitigation effort from future fees payable to Contractor under this Contract.

16. UNSUPERVISED CONTACT WITH MINOR STUDENTS. Contractor shall ensure that none of its officers, employees, or agents, including subcontractors, will have direct, Unsupervised Contact with minor students while on University property. Contractor will work with University to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents, including subcontractors, will have direct, Unsupervised Contact with minor students in a particular circumstance, then Contractor shall notify University before beginning any work that could result in such contact. Contractor authorizes University to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents, including subcontractors, who will have Unsupervised Contact with minor students. Contractor shall cause its officers, employees, and agents, including subcontractors, if any, to authorize University to conduct these background checks. Contractor shall pay all fees assessed by University for processing the background check. University may deduct the cost of such fees from an interim or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.



17. ALCOHOL. If Contractor is engaged by University to sell or serve alcohol, Contractor is solely responsible and liable for any Harm (as defined in section 3 above) which may be caused by, or result from, any act or omission of Contractor and its subcontractors, agents, or employees. Contractor will indemnify University with respect to the sale or service of alcohol on the same terms as set forth in section 3 above. Contractor must possess, maintain, and ensure compliance with all necessary licenses, certifications, and other authorizations. Alcohol must be sold or served in compliance with applicable state and federal law. Alcohol may be paid for by a third party, at University's discretion.

18. MATERIAL SAFETY DATA SHEET. Pursuant to OR-OSHA Hazard Communication Rules in OAR Chapter 437, Contractor will provide University with a Material Safety Data Sheet for any Deliverable provided under this Contract, which may release, or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must label, tag, or mark such Deliverables.

19. SUSTAINABLE PRODUCTS AND SERVICES. Sustainable Products and Services are products and services with a reduced negative impact on human health and the environment when compared to competing products and serving the same purpose ("Sustainable Products and Services"). Contractor will use Sustainable Products and Services to the maximum extent possible when performing the work under this Contract. Upon request by University, Contractor will provide a report detailing the use of Sustainable Products and Services when performing work under this Contract. Suggested categories that may be included in the report include green office and energy efficiency practices; support for underserved populations; sustainable material sourcing; waste reduction; water conservation measures; and sustainability practices and policies.

20. FEDERAL REQUIREMENTS. If this Contract is federally funded in whole or in part, Contractor must comply with all applicable provisions of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, otherwise known as "Uniform Guidance," pursuant to 2 CFR Chapter 200. Further, if Federal Funding Accountability and Transparency Act ("FFATA") applies, Contractor must submit all information required by FFATA to University. If Contractor fails to timely submit such required information, University reserves the right to cancel this Contract or, if work has been performed, withhold payment until such required submittals have been received.

21. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants that (1) Contractor has the power and authority to enter into and perform this Contract; (2) The individual signing for Contractor is authorized to execute this Contract on behalf of Contractor; (3) This Contract, when executed and delivered, will be a valid and binding obligation of Contractor, enforceable in accordance with its terms; (4) The work performed under this Contract will be performed in a good and workmanlike manner and in accordance with the highest professional standards; (5) Contractor will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work; and (6) Contractor's name, as it appears in this Contract, is Contractor's legal name, as it will appear in Contractor's Form W-9, and if Contractor is an entity rather than an individual, that the entity named in this Contract is validly existing and in good standing. Unless otherwise stated in the Contract, all Deliverables will be new and current models and will carry full manufacturer warranties. Contractor warrants all Deliverables delivered to be free from defects in labor, material, and manufacture and to comply with solicitation specifications. All implied and expressed warranty provisions of the UCC (ORS Chapter 72) are incorporated in this Contract. All warranties will inure to the benefit of University. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

22. HISTORICALLY UNDERREPRESENTED BUSINESSES. Contractor certifies that Contractor has not discriminated against historically underrepresented businesses, including Minority Business Enterprises and Women Business Enterprises. Contractor will, when applicable, make good faith efforts to work with or obtain materials to be used in performing the Contract from Minority Business Enterprises, Women Business

Enterprises, Veteran Business Enterprises, and Emerging Small Businesses as described in OAR Chapter 123, Division 200.

23. CONFLICT OF INTEREST. Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner with or prohibit Contractor's full performance of this Contract. Contractor also covenants that in the performance of this Contract no person having any such interest will be employed. Contractor further covenants that its performance of this Contract will not cause any trustee, official, employee, or volunteer of University to violate ORS Chapter 244.

24. INDEPENDENT CONTRACTOR STATUS. Any services rendered under this Contract are those of an independent contractor. Although University reserves the right to determine and modify the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, University cannot and will not control the means or manner of Contractor's performance. Contractor certifies that Contractor is not an employee of the University and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that University provides for its employees. Nothing in this Contract will be construed to create a partnership, joint venture, franchise, agency, or employment relationship between the Parties.

25. COMPLIANCE WITH APPLICABLE LAWS. Contractor will comply with all Applicable Laws and is responsible for ensuring its subcontractors, agents, and employees comply with all Applicable Laws in the performance of this Contract.

26. TERMINATION. (a) This Contract may be terminated at any time by mutual written consent of both Parties. (b) University may, in its sole discretion, terminate this Contract in whole or in part upon 30-days' written notice to Contractor. (c) University may terminate this Contract effective immediately upon delivery of written notice to Contractor, or at such later date as may be established by University if: (i) Contractor is in violation of Applicable Laws, including, but not limited to any University policy related to sexual harassment and sexual misconduct; (ii) Applicable Laws are modified or authoritatively interpreted in such a way that any Deliverables or services to be provided by Contractor under this Contract are no longer allowable or appropriate for purchase by University or are no longer eligible for the funding proposed for payment authorized by this Contract; (iii) any license or certificate required by Applicable Laws to be held by Contractor to provide Deliverables under this Contract is denied, revoked, or not renewed for any reason; (iv) if Contractor becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (v) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by Contractor; or (vi) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably to Contractor within ninety (90) calendar days. (d) University may terminate this Contract for default (including breach of contract) if (i) Contractor fails to provide Deliverables required under this Contract within the time specified in this Contract or any extension of this Contract; or (ii) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from University, fails to correct such failures within ten business days. (e) Contractor may terminate this Contract upon 30-days' written notice to University if University fails to pay Contractor pursuant to the terms of this Contract and University does not cure such failure to pay within 30-business days after receipt of Contractor's written notice, or such longer period as Contractor may specify.

27. TERMINATION DUE TO NONAPPROPRIATION OF FUNDS. University may terminate this Contract upon written notice to Contractor if University has: (a) not received from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority; (b) not received allotments pursuant to ORS Chapters 350 and/or 352 sufficient to allow University, in the exercise of its reasonable administrative

discretion, to pay the amounts of this Contract; or, (c) determined that, due to a material loss of revenue, from whatever source, it is no longer commercially reasonable to fund this Contract.

28. REMEDIES. (a) Contractor's sole remedy under this Contract will be a claim for the sum designated for providing and/or completing the Deliverables multiplied by the percentage of Deliverables provided and/or completed and accepted by University, less previous amounts paid and any claim(s) which University has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor will pay any excess to University upon demand. (b) University's remedies under this Contract include any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default of this Contract pursuant to Section 19(d), the rights and obligations of the Parties will be the same as if the Contract was terminated pursuant to Section 19(b). (c) Upon receiving a notice of termination of this Contract, Contractor will immediately cease all activities under this Contract, unless University expressly directs otherwise in writing. Upon termination of this Contract, Contractor will deliver to University all Work Product, documents, information, works-in-progress and other materials that are or would be Deliverables or otherwise the property of University had the Contract been completed. Upon University's request, Contractor will surrender to anyone University designates, all documents, research, objects, and other tangible and intangible things needed to complete the work.

29. EXCLUSIVITY. University is not bound by exclusivity provisions.

30. SUBCONTRACTS AND ASSIGNMENTS. Notwithstanding any provision to the contrary, Contractor may not subcontract, assign, or transfer any of its interest in this Contract or delegate its responsibilities without obtaining prior written approval from University. Such consent may be withheld by University in its sole discretion. As a condition to requesting prior written approval, Contractor must provide a written copy of any such proposed assignment or subcontract to University. University's consent to any assignment or subcontract will not relieve Contractor of any of its duties or obligations under this Contract. Any assignment or subcontract in contravention of this section is void. This Contract is binding upon and inures to the benefit of the Parties and their respective authorized successors and assignees.

31. NON-RESIDENT FOREIGN CONTRACTORS. For non-resident foreign Contractors with United States ("US") sourced income, University will withhold Federal Tax at the applicable tax rate from Contractor's fee unless Contractor is eligible for tax treaty benefits or qualifies for exemption under other areas of the tax code. Contractor must provide a completed and signed US Internal Revenue Service ("IRS") Form to claim tax treaty benefits (Form 8233 or the appropriate Form W-8). Contractor must have a US Social Security Number ("SSN"), Tax Identification Number ("ITIN"), or Employer Identification Number ("EIN") to be eligible for tax treaty benefits. If applicable, Contractor will enter the US in a legal status allowing Contractor to work for University as evidenced by the US Citizenship and Immigration Services ("USCIS") I-94 stamped or attached to Contractor's passport or this Contract is void.

32. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the Parties or notices to be given under this Contract will be given in writing by personal delivery, email, or mailing the same, postage prepaid, to Contractor or University at the address or number as set forth in this Contract, or to such other addresses or numbers as either Party may indicate. Any communication or notice so addressed and mailed will be deemed to be received five days after mailing. Any communication or notice by personal delivery will be given when actually delivered. Any communication sent by email will be deemed received on the date that the email is acknowledged as received by recipient, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section.

33. GOVERNING LAW; JURISDICTION; VENUE. This Contract will be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between University and Contractor will be brought and conducted solely and exclusively in the Circuit Court



for Polk County for the State of Oregon. However, if any claim, action, or suit must be brought in a federal forum, it will be brought and conducted exclusively in the United States District Court for the District of Oregon. BY EXECUTION OF THIS CONTRACT, CONTRACTOR CONSENTS TO IN PERSONAM JURISDICTION OF SUCH COURTS. In no event will any part of this Contract be construed as a waiver by University of its sovereign and governmental immunities.

34. SURVIVAL. Any provision of this Contract that, in order to give proper effect to its intent, should survive the expiration or earlier termination of this Contract, will survive the expiration or earlier termination of this Contract.

35. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected. The Parties agree to attempt to substitute for any illegal or unenforceable provision a valid or enforceable one that achieves the economic, legal, and commercial objectives of the illegal and unenforceable provision to the greatest extent possible.

36. NO THIRD-PARTY BENEFICIARIES. University and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or will be construed to give any benefit or right, whether directly, indirectly or otherwise, to third persons, unless such third persons are individually identified by name and expressly described in this Contract as intended beneficiaries.

37. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

38. PAYMENT. Unless a different payment date is specified in the Contract, payment for goods and services under the Contract will be made within 45 days following the date the entire order is delivered, services completed, if applicable, or the date the invoice is received, whichever is later. Payment of overdue account charges by University will be subject to Section O of University Policy 3.15.01, Procurement and Contracting of Goods and Services. Contractor will not be compensated by any other party for work performed under this Contract.

39. LIMITATION OF LIABILITY. Contractor agrees that to the fullest extent permitted by law, University shall not be liable to Contractor for any special, indirect, or consequential damages whatsoever, whether caused by negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of profits or revenue.

40. FOREIGN CONTRACTOR. If Contractor is not domiciled or registered to do business in the State of Oregon, Contractor will promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Contractor will demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

41. FORCE MAJEURE. Neither University nor Contractor will be held responsible for delay or default due to causes beyond its reasonable control. Such delays or defaults include, but are not limited to, fire, explosion, flood, pandemics, epidemics, quarantines, diseases, riot, acts of nature, terrorist acts, or other acts of political sabotage, or war, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed Party. Contractor will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligation under this Contract. However, if a default or delay due to a force majeure event continues for an unreasonable time, as determined by the University, then the University is entitled to terminate the Contract.

42. WAIVER. The failure of University to enforce any provision of this Contract will not constitute a waiver by University of that or any other provision.
43. ATTACHMENTS. All attachments, addenda, schedules, and exhibits which are referred to in this Contract are incorporated in this Contract.
44. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED IN THIS CONTRACT REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.
45. AMBIGUITIES. Each party has participated fully in the review and revision of this Contract and neither party shall be considered the "drafter" for the purposes of any rule of construction that might cause any provision to be construed against the drafter of this Contract.
46. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way affect the meaning or interpretation of this Contract.
47. EXECUTION AND COUNTERPARTS. This Contract may be executed in counterparts, and via f electronically transmitted signature (e.g., emailed scanned true and correct copy of the signed Contract), each of which will be considered an original and all of which together will constitute one and the same Contract. At the request of a Party, the other Party will confirm electronically transmitted signature by delivering the Contract with an original signature to the requesting Party.