

University of Western States
Personal/Professional Services Contract
University of Western States Terms and Conditions

This agreement is by and between the University of Western States, hereafter referred to as the “University,” and [REDACTED], hereinafter referred to as the “Contractor”.

No expense or reimbursement may be paid separately for this contract. This contract and any amendments to this contract will not be effective and no work shall begin until approved by the University of Western States and signed by the appropriate persons shown on Page 1.

The Contractor agrees to the following provisions:

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this contract. University of Western States and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for six (6) years or such different period as may be authorized by law, from the date of contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of this contract and for any commitments or expenditures in excess of amounts authorized by University.

2. ASSIGNMENT AND SUBCONTRACTS. Contractor shall not assign its interest nor delegate its obligation or subcontract any work without obtaining prior express written consent of the University.

3. COMPLIANCE WITH APPLICABLE LAW. The Contractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this contract. The Contractor agrees to comply with all federal and state laws prohibiting discrimination on the basis of race, sex, national origin, religion, age, or handicap. Failure or neglect on the part of the Contractor to comply with any or all such laws, ordinances, rules, and regulations shall not relieve the Contractor of these obligations nor of the requirements of this contract.

4. CONFLICT OF INTEREST Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

5. EFFECTIVE DATE AND DURATION. Passage of the contract expiration date (as recorded on the face of the contract) shall not extinguish or prejudice University’s right to enforce this contract with respect to any default or defect in performance that has not been cured.

6. FORCE MAJEURE. Neither party shall be held responsible for delay or default caused by fire, riot, acts of God and war which is beyond its reasonable control. The affected party, shall however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under this contract.

7. FOREIGN CONTRACTOR. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor certifies that it has provided to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this contract.

8. GOVERNING LAW. This contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between University and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

9. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall save, defend, indemnify, and hold harmless the University of Western States, and their officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this contract.

10. INDEPENDENT CONTRACTOR STATUS. The services to be rendered under this contract are those of an independent contractor. Contractor is not to be considered an agent or employee of the University for any purpose and neither Contractor nor any Contractor's agents or employees are entitled to any of the benefits that the University provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this contract.

11. INSURANCE CERTIFICATION. Before Contractor commences work under this contract, Contractor shall furnish to the designated University Contract Officer certificate(s) of insurance as evidence of the insurance coverage required by this contract, if any, including workers' compensation. **The certificate(s) shall show the University of Western States as an additional insured.** The Contractor shall provide that the insurance company will give a 30-day written notice to University's Contract Officer if the insurance is canceled or materially changed.

12. INSURANCE AND WORKERS' COMPENSATION. The Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out of State employers must provide Oregon workers' compensation coverage for their workers who work in Oregon. Contractors who perform the work without the assistance or labor of any employee need not obtain such coverage. The Contractor shall require proof of such workers' compensation coverage by receiving and keeping on file a certificate of insurance from each subcontractor or anyone else directly employed by either the Contractor or subcontractor.

13. 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 shall not be affected, and the rights and obligations of the parties shall be

construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

14. TERMINATIONS. This contract may be terminated at any time by mutual consent of both parties, or by either party upon thirty (30) days' notice in writing or delivered by certified mail or in person to the other party. This contract may also be terminated by the University for default (including breach of contract) if (a) Contractor fails to provide services or materials called for by this contract within the time specified; or (b) Contractor fails to perform any 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 written notice from the University, fails to correct such failures within ten days. The rights and remedies of the University provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

15. WAIVER. The failure of the University to enforce any provision of this contract shall not constitute a waiver by the University of that or any other provision.

16. MERGER. This contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. No amendment, consent, or waiver of terms of this contract shall bind either party unless in writing and signed by both parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. The parties, by their signatures acknowledge having read this contract, understand it, and agree to be bound by its terms and conditions.

17. NOTICES.