

**DEPARTMENT OF HIGHER EDUCATION PERSONAL/PROFESSIONAL SERVICES CONTRACT  
For Services over \$25,000**

This contract is between the State of Oregon, acting by and through its **Department of Higher Education, on behalf of** Southern Oregon University, hereafter called INSTITUTION and \_\_\_\_\_, hereafter called CONTRACTOR. Institution's supervising representative for this contract is \_\_\_\_\_.

**1. Effective Date and Duration.** This contract shall become effective on the date on which it has been signed by every party hereto and, in some instances may require approval of another State agency. Unless earlier terminated or extended, this contract shall expire on \_\_\_\_\_. However, such expiration shall not extinguish or prejudice Institution's right to enforce this contract with respect to: (i) any breach of a Contractor warranty; or (ii) any default or defect in Contractor performance that has not been cured.

**2. Statement of Work.** Contractor will provide the following personal/professional services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or Contractor's statement of work, including the delivery schedule for the work, contained in Exhibit A, attached hereto and by this reference made a part hereof.

**3. Consideration.** (A) Institution agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$ \_\_\_\_\_ (Or the hourly rate of \$ \_\_\_\_\_) for accomplishing the work required by this contract. The maximum, not-to-exceed compensation payable to Contractor under this contract is \$ \_\_\_\_\_, not including any allowable expenses of \$ \_\_\_\_\_. (b) If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

**4. Terms and Conditions.** The terms and conditions of this contract are contained on the following page titled "Personal/Professional Services Contract-Standard Contract Provisions."

**5. Travel and Other Expenses.** Reimbursement of travel and other expenses is allowed only as provided in Exhibit A and only at State of Oregon travel reimbursement rates.

**6. Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference: the Personal/Professional Services Contract, Exhibits A, B, and C and other requirements set forth in Exhibits \_\_\_\_\_ and \_\_\_\_\_.

**CONTRACTOR DATA AND CERTIFICATION**

**Name (tax filing):** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Fax No.** \_\_\_\_\_

**Citizenship,** if applicable: Non-resident alien  YES  NO

**Business Designation:** (Check one):

- Corporation  Partnership  Limited Partnership  Limited Liability Partnership  Sole Proprietorship  
 Governmental/Non-Profit  Limited Liability Company

MWESB Certification #: \_\_\_\_\_

- DBE  MBE  WBE  ESB

Federal Tax ID#: \_\_\_\_\_ or SSN#: \_\_\_\_\_

Above payment information must be provided prior to contract approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer ID number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31 % backup withholding.

**Certification:** 1, under penalties of perjury, do hereby certify that (a) the number shown on this form is my correct taxpayer ID (or I am waiting for the number to be issued to me), and (b) I am not subject to backup withholding because (i) I am exempt from backup withholding or (ii) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding.

1, the undersigned also (a) agree to perform the work required by Exhibit A in accordance with the terms and conditions (as listed on the attached Exhibit B); (b) certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; (c) certify that I am an independent contractor as defined in ORS 670.600; (d) certify that I am authorized to act on behalf of Contractor and (e) the statements contained in Exhibit C attached hereto are true and correct; and (f) understand that the Institution has adopted policies prohibiting sexual harassment in their interactions with members of the SOU community.

**Signed by Contractor:** \_\_\_\_\_  
Signature/Title Date

**Approved by Institution:** \_\_\_\_\_  
SOU Budget Authority Date Business Services Contracts Officer Date

**Institution Document Number:** \_\_\_\_\_

Index	Fund	Orgn	Acct	Prog	Actv	Amount

**Form Prepared by:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

EXHIBIT A  
PERSONAL/PROFESSIONAL SERVICES CONTRACT

**Contractor:** \_\_\_\_\_ **Contract #** \_\_\_\_\_

**STATEMENT OF WORK:**

- a. Statement of Work: \_\_\_\_\_  
\_\_\_\_\_  
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- b. Delivery Schedule: \_\_\_\_\_  
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\_\_\_\_\_

**CONSIDERATION:**

- a. Payment for all work performed under this contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$ \_\_\_\_\_, not including any travel and other expense reimbursement.
  
- b. Interim payments shall be made to Contractor following Board's review and approval of billings submitted by Contractor. Contractor will also submit copies of other billings for work performed under the contract when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount set forth above.
  
- c. Contractor shall not submit billings for, and Institution will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify Institution's supervising representative in writing thirty (30) calendar days before this contract expires of the upcoming expiration of the contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.
  
- d. Contractor shall submit monthly billings for work performed. The billings shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice. Contractor will specifically note in the billing when one-third and two-thirds of the maximum contract amount, including expense reimbursement, has been expended. Billings shall be sent to the supervising representative.

**TRAVEL AND OTHER EXPENSES:**

Travel and other expenses of the Contractor shall be reimbursed by Institution at State of Oregon rates, and must be submitted separately on a Travel Expense Report form to Business Services.

**EXHIBIT B  
INSURANCE**

During the term of this contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Required by Institution of Contractor with one or more workers, as defined by ORS 656.027.**

**Workers' Compensation:** Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this contract are subject employers under the Oregon Worker's Compensations law and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in 656.126.

**2.  Required by Institution       Not required by Institution.**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than  \$200,000    \$500,000    \$1,000,000 or    \$2,000,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

**3.  Required by Institution       Not required by Institution.**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than  \$200,000    \$500,000    \$1,000,000 or    \$2,000,000 for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the State of Oregon, Institution and divisions, officers, and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this contract.

**4.  Required by Institution       Not required by Institution.**

**Automobile Liability** insurance with a combined single limit, or the equivalent of not less than  Oregon Financial Responsibility Law (ORS 806.060)    \$200,000    \$500,000 or    \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

**5. Certificates of Insurance.** As evidence of the insurance coverages required by this contract, the Contractor shall furnish an endorsement from the insurance company naming the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Southern Oregon University, its officers and employees as additional insureds with respect to the work of this contract. Endorsement must be mailed to the name/address noted below (in #6). Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to Institution at the following address:

SOU Business Services  
Attn: Elizabeth Sunitsch  
1250 Siskiyou Blvd. Ashland, OR 97520

**EXHIBIT C**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**  
(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she meets the following standards:

1. Registered under ORS Chapter 701 to provide services for which such registration is required.
2. Filed all federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for services performed as an independent contractor in the previous year.
3. Furnish the tools or equipment necessary for the contracted labor services.
4. Authority to hire and fire employees who perform the labor or services.
5. Represent to the public that the services are to be provided by independently established business as four (4) or more of the following circumstances exist. **Check four or more of the following:**

- A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
- B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership.
- C. Telephone listing is used for the business that is separate from the personal residence listing.
- D. Services are performed only pursuant to written contracts.
- E. Services are performed for two or more different persons within a period of one year.
- F. I assume financial responsible for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the services to be provided.

Contractor Signature \_\_\_\_\_ Date\_\_\_\_\_

## PERSONAL/PROFESSIONAL SERVICES CONTRACT - STANDARD CONTRACT 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. The Oregon Department of Higher Education, Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall retain and keep accessible such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever is later.
2. **AVAILABILITY OF FUNDS.** Institution certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, the continuation of the Contract, or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of Institution's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only, and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub LNo.101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor incurred in performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate Institution official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to any unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **DISCLOSURE OF SOCIAL SECURITY NUMBER.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385 and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal, and local tax laws.
6. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
7. **GOVERNING LAW.** This Contract shall 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 Institution and Contractor that arises out of or relates to performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, 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.**
8. **RECYCLING.** Contractor shall use recyclable paper and products to the maximum extent economically feasible in the performance of the Contract.
9. **HAZARD COMMUNICATION.** Contractor shall notify Institution prior to using products containing hazardous chemicals to which Institution employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Institution's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.
10. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this Contract, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the State Board of Higher Education, the Institution, 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 and provided that Institution shall provide Contractor with prompt written notice of any such claim, suit, action or proceeding and reasonable assistance, at Contractor's expense, in the defense thereof. Contractor shall have control of the defense and settlement thereof, but neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or Institution, nor purport to act as legal representative of the state of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending its interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.
11. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the Institution reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed, and (ii) to evaluate the quality of the completed performance, Institution cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of Institution for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Institution 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. If Contractor is providing personal services as an individual, Contractor: (1) is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment; (2) will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of Institution; (4) is not currently employed by the Federal Government and the amount charged does not exceed Contractor's normal charge for the type of service provided if payment is to be charged against Federal funds; (5) must furnish Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal withholding tax. The Oregon State Board of Higher Education, acting on behalf of Institution, will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. (See also Exhibit C.)
12. **INSURANCE.** Contractor shall provide insurance as indicated on Exhibit B, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon, acting by and through the State Board of Higher Education, on behalf of Southern Oregon University, and their officers and employees shall be included as additional insureds. If any of the liability 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. Before Contractor commences work under this Contract, Contractor shall furnish to the Institution contracts officer certificates of insurance and endorsements as evidence of the insurance coverages required by this Contract, including workers' compensation. The certificates shall provide that the insurance company will give a 30-day written notice to the Institution contracts officer if the insurance is canceled or materially changed.
13. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to sections 16(A) or 24(B), neither party shall be liable for (i) any indirect, incidental, consequential, or special damages under this Contract, or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
14. **NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or Institution at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against the Institution, such facsimile transmission must be confirmed by telephone notice to the Institution's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
15. **OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the work product) is the exclusive property of Institution. Institution and Contractor intend that such work product be deemed "work made for hire" of which Institution shall be deemed the author. If for any reason the work product is not deemed "work made for hire," Contractor hereby irrevocably assigns to Institution all its right, 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 shall execute such further documents and instruments as Institution may reasonably request in order to fully vest such rights in Institution. 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.
16. **REPRESENTATIONS AND WARRANTIES.** (a) Contractor's Representations and Warranties. Contractor represents and warrants to Institution that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor, enforceable in accordance with its terms, (3) the work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work, (5) all computer hardware and software delivered under this Contract will, individually and in combination, correctly process, sequence, calculate all date and date related data for all dates prior to, through, and after January 1, 2000, and (6) any software products delivered under this Contract that process date or date related data shall recognize, store, and transmit date data in a format which explicitly and unambiguously specifies the correct century. (b) Contractor's Limitation of Liability. Contractor's liability with respect to items (5) and (6) shall not exceed: (1) twice the total Contract amount (including any amendments) or (2) \$100,000, whichever is greater. (c) Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

17. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Effective Date and Duration, and Sections 1,7,10, 13, 15, 16, 17, and 20.

18. 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.

19. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from the Institution. In addition to any provisions the Institution may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 10, 15, and 26 as if the subcontractor were the Contractor. Institution's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

20. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective permitted successors and assigns.

21. TAX COMPLIANCE CERTIFICATION. Contractor hereby affirms, under penalty of perjury, as provided in ORS305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

22. TERMINATIONS. (a) This Contract may be terminated at any time by mutual consent of the parties, or by Institution for convenience upon thirty (30) days' notice to the contractor. (b) In addition, the Institution may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the Institution, if (i) Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or Institution is prohibited from paying for such work from the planned funding source; or (ii) Any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. (c) This Contract may also be terminated by Institution for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; 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 Institution, fails to correct such failures within ten (10) business days.

23. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS. If sufficient funds are not provided in future legislatively approved budgets of Institution, or from applicable Federal, state, or other sources, to permit Institution in the exercise of its reasonable administrative discretion to continue this Contract, or if Institution or program for which this Contract was executed is abolished, the Institution may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice. In determining the availability of funds from the Oregon Legislature for this Contract, Institution may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

24. REMEDIES. (a) In the event of termination pursuant to Section 22(a) and (b)(i) and 23, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the Institution, less previous amounts paid and any claim(s) which the Institution has against the Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to Institution upon demand. (b) In the event of termination pursuant to Sections 22(b)(ii) or (c), Institution shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under these subsections, the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 22(a). (c) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Institution expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Institution all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon Institution's request, Contractor shall surrender to anyone Institution designates, all documents, research or objects or other tangible things needed to complete the work.

25. NO THIRD PARTY BENEFICIARIES. Institution 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 shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein, and expressly described as intended beneficiaries of the terms of this Contract.

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

27. YEAR 2000 COMPLIANCE. In the event Contractor learns or has reason to believe that Institution's hardware or software environment fails to use a date format that explicitly specifies century in any date data, Contractor shall promptly advise Institution of such failure.

28. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall 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. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

29. FORCE MAJEURE. Neither Institution nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, Institution's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

30. WAIVER. The failure of Institution to enforce any provision of this Contract shall not constitute a waiver by Institution of that or any other provision, 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 AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.