**EXHIBIT F**

**UNIVERSITY OF OREGON**

**SYSTEM ACQUISITION AGREEMENT**

**(PCS #250000-XXXX)**

***(REQUIRED)***This System Acquisition Agreement (“Agreement”) is entered into by the State Board of Higher Education acting by and through the University of Oregon ("University"), and **<INSERT VENDOR>**, a(n) **<INSERT>** with its principal place of business at **<INSERT>** ("Contractor"). University and Contractor are each “Party” and collectively “Parties”.

**RECITALS**

A. University issued a Request for Proposals (RFP) for the customer relationship management system, which closed on **<INSERT DATE>.**

B. Contractor submitted a proposal in response to the RFP, and after completing the evaluation of all proposals, University determined that Contractor was the successful proposer.

C. University and Contractor desire to enter into an agreement whereby Contractor will provide a learning management system (LMS) as further described below.

**AGREEMENT**

In consideration of the above Recitals which are incorporated in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions & Other Agreements.

1.1 As used in this Agreement, "Work" will mean those services and deliverables to be provided by Contractor as more particularly described in Section 3 below and all attached exhibits. In the event of a conflict, **<INSERT>** will control over all.

1.2 **<INSERT ADDITIONAL SECTIONS AS NEEDED>**

***(REQUIRED)***2. Term & Termination.

2.1 The term of this Agreement will be for **<INSERT>** years from the date of later execution of this Agreement (“Initial Term”), with the option for University to renew for up to **<INSERT>** additional **<INSERT>** year terms (each a “Renewal Term”).

2.2 Each Renewal Term shall commence on the day following the expiration of the preceding term.

2.3 The University may exercise each renewal option by written notice to Contractor given not less than **<INSERT DETAIL>** prior to the last day of the expiring term. The giving of such notice shall be sufficient to make this Agreement binding for the renewal term without further act of the parties. The terms and conditions of this Agreement for each Renewal Term shall be identical with the Initial Term except for pricing and except that University will no longer have any option to renew this Agreement that has been exercised. Pricing for each Renewal Term shall be determined as set forth Section 5 below.

2.4 This Agreement may be terminated by mutual written consent of both Parties.

2.5 University may, at its sole discretion, terminate this Contract in whole or in part upon **<INSERT DETAIL>** written notice to Contractor.

2.6 Either Party may terminate this Agreement in the event that the other Party materially breaches any of its obligations under this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the non-breaching Party.

2.7 University may terminate this Agreement effective upon delivery of written notice to Contractor or at such later date as may be established by University under any of the following conditions: (i) federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that any Work or services to be provided by Contractor under this Agreement are no longer allowable or appropriate for purchase by University or are no longer eligible for the funding proposed for payment authorized by this Agreement; (ii) any license or certificate required by law or regulation to be held by Contractor to provide services under this Agreement is denied, revoked, or not renewed for any reason; (iii) 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; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they not exist, or as they may be amended, is filed by Contractor; or (v) 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. In the event of termination pursuant to this Section, University will pay Contractor for Work actually performed, provided to and accepted by University but University shall have no further payment obligation to Contractor under this Agreement.

***(REQUIRED)***3. Scope of Work.

3.1 As more particularly set forth in **Exhibit(s) <INSERT>,** Contractor’s Work will include delivery of a LMS solution **<INSERT DETAIL>**.

3.2 University considers the personnel listed in **Exhibit <INSERT >** to be key personnel for the Work. Contractor will not replace such key personnel, for reasons other than attrition or internal change of position, without the prior mutual written consent of University and Contractor, which consent will not be unreasonably withheld, conditioned or delayed. University acknowledges that there may be events outside of Contractor’s control, including but not limited to illness, injury or attrition of key personnel.

3.3 To ensure effective communication, within 30 days of execution of this Agreement, University and Contractor will each designate a Project Manager, who will be primary point of contact in connection with the Work.

3.4 Contractor will begin performance of the Work upon notice to proceed from the University designated representative at the commencement of the Initial Term. Contractor will complete the Work in accordance with the timelines set forth in **Exhibit <INSERT>.**

3.5 University may request modifications to the Scope of Work by providing a written request to Contractor. Contractor shall promptly respond to any proposed changes. If Contractor believes a modification requested by University will increase Contractor's costs under this Agreement or will result in a delay past the scheduled completion date(s) of the Work, Contractor, prior to performing the additional work, will promptly notify University of the proposed additional charge and any necessary modifications to the Work Schedule in **Exhibit <INSERT DETAIL>**. Contractor will use commercially reasonable efforts to accept all changes requested by University provided that such changes are within the general scope of the services contemplated by this Agreement. Contractor's proposed charge shall not exceed an amount reasonably calculated to compensate Contractor for any increase in Contractor's costs arising from the change. The Parties will negotiate the modification and any accompanying increase in cost. NO MODIFICATIONS TO THE WORK WILL BE BINDING UPON UNIVERSITY UNTIL A WRITTEN CHANGE ORDER AMENDING THIS AGREEMENT IS EXECUTED BY AUTHORIZED REPRESENTATIVES OF UNIVERSITY AND CONTRACTOR. ORAL APPROVALS OR OTHER INSTRUCTIONS BY UNIVERSITY PERSONNEL WILL NOT AMEND THIS AGREEMENT.

3.6 University will respond promptly to reasonable requests from Contractor for information and approvals to the extent necessary to enable Contractor to perform the Work required under this Agreement.

3.7 University acknowledges that Contractor allocates its resources to provide Work to University. University will use its best efforts to notify Contractor with not less than ten days prior notice if University cancels any scheduled Work (“Cancelation Notice”). University acknowledges and agrees that failure to provide Cancelation Notice may affect the timeline and/or costs to complete the Work.

***(REQUIRED)***4. Acceptance of Work.

4.1 Contractor will provide Work in accordance with this Agreement and all **Exhibits**.

4.2 Contractor shall provide written notice to University upon full completion of the Work specified in **Exhibit(s) <INSERT DETAIL>**. Within **<INSERT DETAIL>** after receipt of such notice, University shall perform tests to determine whether such Work meets the specifications and performance standards set forth in this Agreement. Acceptance of the Work defined in **Exhibit(s) <INSERT DETAIL>**will be based on the performance standards defined in **Exhibit(s) <INSERT DETAIL>**.

4.3 University shall provide written notice to Contractor of the results of such testing and whether or not the Work specified in **Exhibit(s) <INSERT DETAIL>** performs in accordance with the specifications or performance standards set out in **Exhibit(s) <INSERT DETAIL>** within **<INSERT DETAIL>** after University completes the **<INSERT DETAIL>** testing period. At such time as University notifies Contractor under this Section 4 of its determination that such Work performs in accordance with the specifications or performance standards set out in **Exhibit(s) <INSERT DETAIL>** the date of such notice shall be the date of “Final Acceptance.”

4.4 If any of the Work specified in **Exhibit(s) <INSERT DETAIL>** does not perform in accordance with the specifications or performance standards set out in **Exhibit(s) <INSERT DETAIL>**, University will provide written notice of non-acceptance to Contractor within **<INSERT DETAIL>** after the **<INSERT DETAIL>** evaluation period, specifically documenting and identifying the deficiencies as they are identified.

4.5 Upon receipt of notice of non-acceptance, Contractor will have **<INSERT DETAIL>** to revise, correct or otherwise modify the Work specified in **Exhibit(s) <INSERT DETAIL>** to address the deficiencies noted in University’s non-acceptance. Contractor will provide University with written notice upon completion of such revisions, corrections, or modifications. If the Parties agree that this is insufficient time to address all deficiencies, University and Contractor will mutually agree upon a time period for Contractor to satisfactorily address the deficiencies.

4.6 After University receives notice of Contractor’s completion of such revisions, corrections or modifications of the Work, University will have a **<INSERT DETAIL>** evaluation period to provide Contractor with written notice of acceptance or rejection of the Work. If University rejects the Work written notice of rejection of the Work with intent to declare default due to failure to meet the specifications and requirements of **Exhibit(s) <INSERT DETAIL>** of this Agreement will be provided to Contractor. After Contractors receipt of written notice, failures that remain uncured by Contractor for **<INSERT DETAIL>** shall constitute a default by Contractor. Upon such default, University may return all deliverables to Contractor for a refund to University of all amounts paid by University under this Agreement. University and Contractor may also negotiate any other resolution mutually acceptable to the Parties.

***(REQUIRED)***5. Pricing.

5.1 The total amount expended under this Agreement shall not exceed **<INSERT DETAIL>**.

## 5.2 Contractor agrees to provide the Work at the prices set forth **Exhibit(s)** **<INSERT DETAIL>**. No other amounts shall be charged by Contractor for any Work under this Agreement.

## 5.3 University will reimburse Contractor’s expenses, including travel, up to the following not-to-exceed (NTE) amount of: **$<INSERT DETAIL>** for all Work under this Agreement. Travel reimbursements shall be based upon the project plan agreed to by the Parties, all of which is subject to the limitations of University’s published reimbursement rates found at the following web address: <http://ba.uoregon.edu/content/travel-reimbursement>.

## 5.4 Prices may not be increased during the **<INSERT DETAIL>** of theinitial term of the Contract.

## 5.5 Pricing may be updated on the first day of the **<INSERT DETAIL>** year of the initial contract term, and thereafter on the first day of the **<INSERT DETAIL>** year of any renewal option, if exercised, by the lesser of the yearly increase of the Consumer Price Index published by the U.S. Bureau of Labor Statistics of the U.S. Department of Labor or **<INSERT DETAIL>** percent. Comparisons shall be made using the index entitled “All Urban Consumers: Portland-Salem, OR-WA” or the nearest comparable data on changes in the cost of living, if such index is no longer published. The change shall be determined by comparison of the figure for a date which is twelve months prior to the adjustment date.

## 5.6 If Contractor reduces its prices for any of the Work during the term of this Agreement, University shall have the immediate benefit of such lower prices for new Work performed. Contractor shall send notice to University with the reduced prices within **<INSERT DETAIL>** of the reduction taking effect.

***(REQUIRED)***6. Invoicing and Payment.

6.1 In connection with the Work under this Agreement, Contractor will invoice University monthly (“Invoice Period”) according to **Exhibit(s) <INSERT DETAIL>** for all Work performed and for all reimbursable expenses incurred during the Invoice Period. Contractor’s invoices will provide detailed listing of the Work performed, dates of performance, work elements/tasks performed and associated hours. Contractor will include with its detailed invoice a progress report that documents in bulleted detail the Work completed during the Invoice Period, milestones reached or estimated percent of milestones complete; cumulative number of hours completed for each milestone and number of estimated hours remaining to complete each milestone; schedule delays caused by University, negotiated schedule adjustments, problems/issues/concerns/recommended adjustments; and work plan for the next Invoice Period. Contractor will provide University with such other information as University may reasonably request.

6.2 University will pay invoices within forty-five (45) days of receipt and approval of a detailed. All payments are subject to OAR 580-061-0050.

6.3 Billing Address. All invoices will be sent to:

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***(REQUIRED)***7. Representations and Warranties of Contractor.

7.1 Contractor represents and warrants that (1) Contractor has the power and authority to enter into and perform this Agreement; (2) The individual signing for Contractor is authorized to execute this Agreement on behalf of Contractor; (3) This Agreement, when executed and delivered, will be a valid and binding obligation of Contractor, enforceable in accordance with its terms; and (4) Contractor’s name, as it appears in this Agreement, is Contractor’s legal name, as it will appear in the Contractor’s W-9, and if Contractor is an entity rather than an individual that the entity named in this Agreement is validly existing and in good standing.

7.2 Contractor represents and warrants that the Work under this Agreement will be performed in a good and workmanlike manner and in accordance with applicable industry standards. Contractor further represents and warrants that all Work will conform to the specifications set forth in **Exhibit(s) <INSERT DETAIL>**.

7.3 Contractor will, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the work;

7.4 The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

7.5 From the date of delivery of the **<INSERT DETAIL>** and continuing for a period of **<INSERT DETAIL>** from the date of go-live, such **<INSERT DETAIL>** will perform in all material respects in substantial conformance with the requirements and specifications contained in this Agreement and Contractor’s published documentation.

8. Representations and Warranties of University. University represents and warrants that (1) University has the power and authority to enter into and perform this Agreement; (2) The individual signing for University is authorized to execute this Agreement on behalf of University; (3) This Agreement, when executed and delivered, will be valid and binding obligation of University, enforceable in accordance with its terms.

***(REQUIRED)***9. Confidentiality and Non-Disclosure.

9.1 As used in this Section, the term "Confidential Information" means proprietary or other nonpublic information or any information intended by University to be kept confidential which is disclosed by University to Contractor in the course of Contractor's performance of its obligations under this Agreement.

9.2 Contractor agrees that it will not disclose Confidential Information at any time without University's written consent.

9.3 Contractor agrees that it will use Confidential Information only in performing services for University under this Agreement.

9.4 The confidentiality obligations imposed by this Section shall not apply to: (a) information that now is or hereafter becomes part of the public domain through lawful means; (b) information developed by Contractor outside the scope of this Agreement; and (c) information subsequently and rightfully received by Contractor from third parties that does not relate to Contractor's performance under this Agreement.

9.5 Contractor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to University that is inadequately compensable in damages. Accordingly, University may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of University and are reasonable in scope and content.

9.6 Security Plan. Within **<INSERT DETAIL>** of execution of this Agreement, Contractor shall provide University with an information security plan describing the steps Contractor will take to preserve University’s Confidential Information.

9.7 Publicity. Contractor agrees that news releases and other publicity relating to the subject of this Contract will be made only with the prior written consent of University.

9.8 Contractor hereby acknowledges that any records it discloses to University are subject to the Oregon Public Records laws.

***(REQUIRED)***10. Insurance.

10.1 Commercial General Liability. Contractor will secure at Contractor’s expense and keep in effect during the term of this Agreement comprehensive general liability insurance with a broad form CGL endorsement or broad form commercial general liability insurance, covering bodily injury and property damage, with a minimum limit of $2,000,000 per occurrence with an aggregate amount of $5,000,000, which will include personal and advertising injury liability and products.

10.2 Commercial Auto Liability. If Contractor will be driving on campus, Contractor will secure at Contractor’s own expense and keep in effect during the term of this Agreement a Commercial Auto Liability insurance policy, with coverage for owned, leased, hired, and non-owned vehicles and with a minimum combined single limit of $1,000,000per occurrence for each accident and $2,000,000aggregate.

10.3 Professional Liability. Contractor shall secure at its own expense and keep in effect during the term of this Agreement Professional Liability insurance with a per claim limit of not less than $5,000,000in the annual aggregate. Full limits can be obtained by the purchase of one primary policy or a primary and excess policy as needed to provide the full policy limits. Such policy shall include coverage for losses arising from the breach of information security or cyber liability (including Technology Errors & Omissions, Security and Privacy Liability and Media Liability), liability arising from theft, dissemination, and/or use of Confidential Information stored or transmitted in electronic form, network security liability arising from unauthorized access to, use of, or tampering with computer systems including hacker attacks, or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure. liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer’s or a third person’s computer, computer system, network or similar computer related property and the data, software, and programs thereon, whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage caused by error, omission, or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Agreement. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of Contractor. The definition of contractual liability in the policy shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, known wrongful acts, contractual liability, privacy policy, and insured versus insured. Contractor shall ensure that coverage under this policy continues for duration of 24 months after completion of this project.

10.4 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. Other than the professional liability insurance, all liability insurance will be arranged on an “occurrence” basis. No insurance will be allowed on a "claims made" basis. Self-insured retentions may be acceptable in lieu of the above requirements. Any self-insured retentions must be declared to and approved by the University. University may require Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

10.5 Before the Agreement is executed by University, Contractor must provide to University a Certificate of Insurance from the insuring company evidencing insurance coverages required by this Agreement.  The “Description of Operations” must include (using the following exact language) the “**State Board of Higher Education acting by and through the University of Oregon, their officers and employees”** as additional insured. The certificate will provide that the insurance company will give a 30-day written notice to University if the insurance is cancelled or materially changed.

Upon request by University, Contractor will provide to University an endorsement from the insuring company, naming (using the following exact language) “the **State Board of Higher Education acting by and through the University of Oregon, their officers and employees”** as additional insured.

***(REQUIRED)***11. INDEMNITY.CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE UNIVERSITY AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, OR LIAIBILITY, INCLUDING COSTS AND ATTORNEYS' FEES AT TRIAL, ON APPEAL, AND ON ANY PETITION FOR REVIEW, TO THE EXTENT CAUSED BY CONTRACTOR'S NEGLIGENCE OR WILFULL MISCONDUCT IN THE PERFORMANCE OF ANY OF CONTRACTOR'S OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT. Contractor shall defend, at its expense, by counsel approved by University, such approval not to be withheld unreasonably, any such suit or proceeding provided that: (a) University gives Contractor prompt notice in writing of any such suit and permits Contractor through the aforementioned counsel, to answer the charge and defend such suit; and (b) University gives Contractor all the needed information, assistance and authority, at Contractor’s expense to enable Contractor to defend such suit. Contractor shall not be responsible for payment of any amounts under any settlement made without its prior written consent. Any settlement entered into by Contractor purporting to bind University shall be subject to University's prior written approval, which shall not be withheld unreasonably.

***(REQUIRED)***12. INDEMNITY FOR INFRINGEMENT CLAIMS. WITHOUT LIMITING THE GENERALITY OF SECTION 11, CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS UNIVERSITY AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEYS FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE DELIVERABLES INFRINGE ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY. Contractor shall defend, at its expense, by counsel approved by University, such approval not to be withheld unreasonably, any such suit or proceeding provided that: (a) University gives Contractor prompt notice in writing of any such suit and permits Contractor through counsel, to answer the charge of infringement and defend such suit; and (b) University gives Contractor all the needed information, assistance and authority, at Contractor’s expense to enable Contractor to defend such suit. Contractor shall not be responsible for payment of any amounts under any settlement made without its prior written consent. Any settlement entered into by Contractor purporting to bind University shall be subject to University's prior written approval, which shall not be withheld unreasonably. The foregoing indemnity shall not apply to the extent such alleged or actual infringement arises as a result of (i) the use or incorporation of such Work in a manner or in combination with any other products, devices or parts not specified in Contractor’s specifications therefor, (ii) modifications of such Work made by University or any party (other than Contractor) which were not approved by Contractor, or (iii) Contractor’s compliance with any of University’s designs, specifications or instructions. In the event that a court of competent jurisdiction determines in a final, nonappealable order that the Work is infringing in a manner for which Contractor is obligated to indemnify University pursuant to this Section, Contractor shall, at its option, either (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; (3) modify the Work so that it no longer infringes; or (4) remove the Work and refund all amount paid for the Work to University.

***(REQUIRED)***13. Ownership and License in Work.

13.1 Contractor Intellectual Property. Contractor retains ownership of all Contractor Intellectual Property (defined in **Exhibit <INSERT DETAIL>** that Contractor delivers to University pursuant to the Work performed under this Agreement. Contractor grants Agency a license to Contractor Intellectual Property as set forth in **Exhibit** **<INSERT DETAIL>**.

13.2 Work Product.Contractor owns all Work Product. Contractor grants University a perpetual, non-exclusive, irrevocable, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of Work Product, and to authorize others to do the same on University’s behalf.

13.3 Third Party Intellectual Property. Unless otherwise specified in **Exhibit** **<INSERT DETAIL>** that Agency, on its own, will acquire and obtain a license to Third Party Intellectual Property (defined in **Exhibit** **<INSERT DETAIL>)**, Contractor shall secure on University’s behalf, in the name of University and subject to University’s approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in this Agreement

13.4 University Intellectual Property. Data and Background Information**.** University owns all University Intellectual Property (defined in **Exhibit** **<INSERT DETAIL> )** and University data and background information provided to Contractor pursuant to this Agreement. University grants Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of University’s Intellectual Property and University data and background information only to fulfill the purposes of this Agreement. University’s license to Contractor is limited by the term of the Agreement and the confidentiality obligations of this Agreement.

13.5 No Rights. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by University. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon University any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

14. Source Code Escrow. Within **<INSERT DETAIL>** following the execution of this Agreement, University and Contractor will enter into a source code escrow agreement with a mutually agreeable third party to escrow the software licensed under this Agreement.

15. Miscellaneous Terms and Conditions.

***(REQUIRED)***15.1 Notices. All notices or other communications required or permitted by this Agreement must be in writing to the addresses listed below or such other addresses or numbers as the Parties may from time to time direct in writing. Any communications or notices will be considered delivered: upon actual receipt if delivered personally or an overnight delivery service or at the end of the third business day after the date of deposit in the United States mail, postage pre-paid, certified, return receipt requested.

University:

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With a copy to:

Purchasing and Contracting Services

720 E 13th Ave Suite 302

Eugene, OR 97401

Fax: (541)346-2425

Contractor:

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***(REQUIRED)***15.2 Approvals. The approval of the University’s General Counsel is required before any Work may begin under this Agreement.

***(REQUIRED)***15.3 Independent Contractor Status.The service(s) to be rendered under this Agreement are those of an independent contractor. Contractor is not to be considered an agent or employee of University for any purpose, 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 Agreement will be construed to create a partnership, joint venture, franchise, agency, or employment relationship between the Parties.

***(REQUIRED)***15.4 Successors in Interest.The provisions of this Agreement will be binding upon and will inure to the benefit of the Parties to this Agreement, and their respective successors and assigns.

***(REQUIRED)***15.5 Dual Payment. Contractor will not be compensated for Work performed under this Agreement from any other department of University or other institution of the Oregon University System.

***(REQUIRED)***15.6 Compliance with Applicable Law.Contractor will comply with all applicable federal, state, county, and local laws, ordinances, regulations, and University policies. Contractor also agrees to comply with all applicable laws prohibiting discrimination on the basis of race, sex, national origin, religion, age, sexual orientation, status as a veteran, or handicap.

15.7 Recycled Products.Contractor will use recyclable products, as defined in ORS 279A.010 (1) (ii) to the maximum extent economically feasible in the performance of the obligations set forth in this Agreement. Unless expressly otherwise provided for in this Agreement, Contractor will source all paper products from mills using elemental chlorine-free processes and contain a minimum of 30% post-consumer waste.

15.8 Economic Opportunities.Contractor will, when applicable, have made good faith efforts to subcontract or establish joint ventures with or obtain materials to be used in performing the Agreement from minority, women, or emerging small business enterprises.

***(REQUIRED)***15.9 Subcontracts and Assignments.Contractor will not subcontract, assign, or transfer any of its interest in this Agreement without obtaining prior written approval from University, which 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 will be null and void.

15.10 Applicable Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding between Contractor and University that arises from or relates to this Agreement (a "Claim"), shall be brought and conducted solely and exclusively within a Circuit Court for the State of Oregon. However, if a Claim must be brought in a federal forum, then it shall be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. BY EXECUTION OF THIS AGREEMENT, CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SUCH COURTS. In no way shall this section be construed as a waiver by the University of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court.

15.11 WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF THE PARTIES WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY AGREES THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE AN ORIGINAL COUNTERPART OF THIS SECTION WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

***(REQUIRED)***15.12 Access to Records. Contractor will 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 for the performance of this Agreement. University, Oregon University System, Secretary of State of the State of Oregon, Federal Government, and their duly authorized representatives will have access, during normal business hours and upon reasonable notice, to the books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Such books and records will be maintained by Contractor for six years from the date of Agreement expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of this Agreement and for any commitments or expenditures in excess of amounts authorized by University.

***(REQUIRED)***15.13 Non-Oregon Contractor. If 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 Agreement, provided such information is not confidential or proprietary to Contractor. As requested by University, Contractor shall demonstrate its legal capacity to perform its duties under this Agreement in the State of Oregon prior to entering into this Agreement.

***(REQUIRED)***15.14 Non-Use of Names and Trademarks. No Party shall, without express written consent in each case, use any name, trade name, trademark, or other designation of any other Party (including contraction, abbreviation or simulation) in advertising, publicity, promotional, or any other activities or context.

15.15 Funds Available and Authorized Payments. Contractor understands and agrees that Contractor's receipt of payment under this Agreement attributable to services performed under this Agreement after the last day of the current biennium is contingent upon University receiving appropriations, limitations, or other expenditure authority sufficient to allow University, in the exercise of its reasonable administrative discretion, to continue the compensation of Contractor under this Agreement. University shall only pay for completed work that has been accepted by University pursuant to this Agreement.

***(REQUIRED)***15.16 Federal Tax Identification Number. Contractor shall provide its federal tax identification number to University upon the execution of this Agreement. This number is requested pursuant to ORS 305.385 and OAR 150-305.100. Federal tax identification numbers provided pursuant to this authority shall be used for the administration of state, federal, and local tax laws.

***(REQUIRED)***15.17 Time Is of the Essence. In all instances where Contractor is required by the terms and provisions of this Agreement to do any act at a particular time or within an indicated period, it is understood and agreed that time is of the essence.

***(REQUIRED)***15.18 No Third Party Beneficiaries. University and Contractor are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall 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 herein and expressly described herein as intended beneficiaries.

***(REQUIRED)***15.19 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, terrorism, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the Party obligated to perform, shall excuse the performance, except for the payment of money, by such Party for a period equal to any such prevention, delay or stoppage.

***(REQUIRED)***15.20 Severability. If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law. The Parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable one that achieves the economic, legal and commercial objectives of the invalid and unenforceable provision to the greatest extent possible.

***(REQUIRED)***15.21 Workers' Compensation. If Contractor employs one or more subject workers in Oregon or if any employee of Contractor temporarily performs work in Oregon, Contractor shall comply with the workers' compensation laws of Oregon, specifically ORS 656.017, which requires employers to provide workers' compensation coverage for all their subject workers. Out-of-state employers must comply with ORS 656.126.

***(REQUIRED)***15.22 Headings. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

***(REQUIRED)***15.23 Survival. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

***(REQUIRED)***15.24 Federal Provisions. If this Agreement is federally funded in whole or in part, Contractor must comply with all applicable provisions of OMB Circular A-110. Further, if this Agreement is funded with American Recovery and Reinvestment Act (ARRA) funds or if Federal Funding Accountability and Transparency Act (FFATA) applies, Contractor is required to submit certain information to University. If Contractor fails to timely submit such required information, University reserves the right to cancel this Agreement or, if Deliverables have been provided and accepted, withhold payment until such required submittals have been received.

***(REQUIRED)***15.25 Foreign Contractor. Non-Resident Foreign Contractors. For non-resident foreign contractors with U.S. 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 (8233 or appropriate W8 form). Contractor must have a U.S. reporting Identification Number, a Social Security Number (SSN), IRS 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 Agreement is void. If Contractor is not domiciled in 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 Agreement. Contractor will demonstrate its legal capacity to perform the obligations under this Agreement in the State of Oregon prior to entering into this Agreement.

***(REQUIRED)***15.26 Family Educational Rights and Privacy Act. Contractor agrees to protect the confidentiality of student information and to comply 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. § 99.33, ORS 351.070 and OAR 571-020, with respect to any redisclosure of personally identifiable information from education records obtained from the University.

***(REQUIRED)***15.27 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 the obligations under this Agreement. Contractor also covenants that in the performance of the obligations under this Agreement no person having any such interest will be employed. Contractor further covenants that its performance of this Agreement will not cause any employee or volunteer of University to violate ORS Chapter 244.

***(REQUIRED)***15.28 Hazard Communication. Contractor will notify University prior to using products containing hazardous chemicals to which University employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon University's request, Contractor will immediately provide Material Safety Data Sheets, as required by OAR Chapter 437, for the products subject to this provision.

***(REQUIRED)***15.29 Communications Standards and Accessibility Requirements. Contractor will conform to all applicable Web standards and Web accessibility requirements found at: <http://webcom.uoregon.edu/webstandards> as well as all University Communications Standards as set forth in the UO Style Guide available at: <http://des.uoregon.edu/stylemanual.pdf>.

***(REQUIRED)***15.30 Smoke and Tobacco Free Campus. Contractor acknowledges and agrees University’s grounds and premises are smoke and tobacco free. Contractor and Contractor’s employees, agents and subcontractors, if any, agree not to smoke or use tobacco products while on University property.

15.31 Currency. All currency described in this Agreement is in U.S. dollars.

***(REQUIRED)***15.32 Attachments. All attachments, addenda, schedules and exhibits which are referred to in this Agreement are incorporated in this Agreement.

***(REQUIRED)***15.33 Foreign Corrupt Practices. Contractor shall comply with all applicable laws relating to anti-corruption or anti-bribery, including, but not limited to, the requirements of the Foreign Corrupt Practices Act of 1977, as amended, (FCPA)(15 U.S.C. §§78dd-1, et. seq.), regardless of whether contractor is within the jurisdiction of the United States. Contractor shall not, either directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from the University to a public official or any person in violation of the FCPA and/or in violation of any applicable local laws relating to anti-corruption or anti-bribery.

***(REQUIRED)***15.34 LIMITATIONS FO LIABILITIES. UNIVERSITY WILL NOT 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 AGREEMENT IN ACCORDANCE WITH ITS TERMS.

***(REQUIRED)***15.35 Ambiguities. Each party has participated fully in the review and revision of this Agreement 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 the Agreement.

***(REQUIRED)***15.35 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Equipment and be binding upon the Parties.

***(REQUIRED)***15.36 Entire Agreement; No Waiver. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and merges all prior and contemporaneous communications with respect to such subject matter. This Agreement shall not be modified except by a signed writing dated subsequent to the date of this Agreement and signed on behalf of Contractor and University by their respective duly authorized representatives. No waiver, consent, modification, or change of any term of this Agreement shall bind either Party unless the same is in writing and signed by both Parties and all necessary approvals have been obtained. Such express waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose set forth in such signed writing. The Parties hereby acknowledge and agree that this Agreement has been negotiated by the Parties and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

[NEXT PAGE IS THE SIGNATURE PAGE]

UNIVERSITY: CONTRACTOR:

State of Oregon, acting by and through <INSERT NAME>

the State Board of Higher Education,

on behalf of the University of Oregon

  By (Sign) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By (Sign) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Review Approval

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Via: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_