

TECHNICAL SERVICES AGREEMENT

**Special Inspection and Testing Services for Utility Connection and Monitoring Facility:
PacWave South**

Contract # 2022-006707

OREGON STATE UNIVERSITY

This CONTRACTOR'S AGREEMENT ("the Agreement") is made between:

the Contractor: [Contractor Name]
[Contractor Address]
[Contractor Address]

and the Owner: Oregon State University
Construction Contracts Administration
644 SW 13th St.
Corvallis OR 97333

(The Contractor and the Owner are referred to collectively as the "Parties" and individually as a "Party")

WHEREAS THE OWNER DESIRES to have the assistance of the Contractor to provide Special Inspection and Testing Services for PacWave Project Utility Connection and Monitoring Facility Build for Oregon State University (the "Project"); and

WHEREAS, the Contractor, with the aid of certain sub-contractors (the "Sub-Contractors"), is willing and able to perform such professional services in connection with the Project;

NOW, THEREFORE, the Owner and the Contractor, for the considerations hereinafter named, agree as follows:

I. RELATIONSHIP BETWEEN THE PARTIES

A. **Effective Date.** This Agreement is effective on the date it has been signed by every party hereto (the "Effective Date"). No Services shall be performed, or payment made for Services performed prior to the Agreement effective date and written Notice to Proceed by Owner.

- B. **Defined Terms.** In addition to any terms defined elsewhere in the body of this Agreement, certain terms that are capitalized or set forth in bold letters throughout the Agreement are defined as follows:

“Additional Services” are those Services described in Section III.C of this Agreement.

“Basic Services” including technical services are those Services generally described in subsection C. of Section I of this Agreement, as well as such additional Basic Services as may be established by amendment.

“Agreement” is this contract documents and exhibits to this contract document, any solicitation documents, and any response by a successful proposer to any such solicitation documents.

“Completion of Work” means the final completion of all Services described in Section I.C of this Agreement.

“Design Criteria” means the OSU Construction Standards in effect at the time of the Effective Date of this Agreement. Current OSU Construction Standards can be found here: <http://fa.oregonstate.edu/cpd-standards>

“Direct Expenses” are those expenses described in Section III.B of this Agreement.

“MWESB Report” means an accurate report by the Contractor to the Owner identifying all Minority, Women and Emerging Small Business (“MWESB”) enterprises, as those terms are defined in ORS 200.005, receiving sub-contracts throughout the course of Contractor’s Services. Each MWESB Report shall only include enterprises certified with the State of Oregon as MWESB enterprises and shall include individual identification of each enterprise as a Minority business enterprise, a Women business enterprise, and/or an Emerging Small Business Enterprise, as applicable.

“Project” is defined as the development of the nation’s first, pre-permitted, grid-connected facility for testing wave energy converters located in Seal Rock, OR, south of Newport, OR and currently named ‘PacWave South.’

“Services” are all those services to be performed by the Contractor under the terms of this Agreement.

“Work” is defined as the furnishing of all materials, labor, equipment, transportation, services, and incidentals for the special inspection and testing services to be performed by the Contractor as further described in this Agreement.

- C. **Services to Be Performed.** The Contractor agrees to provide, with the assistance of the Sub-Consultants, the Services outlined below for this Project.

Such Services include special inspection and testing services as well as fill compaction and concrete testing services. Additional details are provided in the Contractor’s Proposal dated **[Month, Day, Year]**, signed by **[Name]**, attached hereto and incorporated herein by this reference as “Exhibit A”.

The Contractor shall perform the Services according to the following schedule: **[enter schedule to perform services.]**

When applicable, the Contractor, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

D. Directives for Performance of the Services.

1. The Contractor shall provide all Services under this Agreement in accordance with the terms and conditions of this Agreement. The Contractor's performance of Services shall be as a professional Contractor to the Owner to carry out the Work under this Agreement and to provide the technical documents and supervision to achieve the Owner's objectives.
2. The Contractor shall provide a schedule for the performance of the Services upon execution of this Agreement. **Time is of the essence in the performance of this Agreement.**
3. In administering this Agreement, the Owner may employ the services of an independent project manager, and potentially, other contractors as needed to fulfill the Owner's objectives.
4. **Sub-Contractors.** The Contractor shall provide a list of all sub-contractors which the Contractor intends to utilize to complete the Work under this Agreement prior to Sub-Contractors performance of Work. The list shall include such information on the qualifications of the sub-contractors as may be requested by the Owner. The Owner reserves the right to review the sub-contractors proposed, and the Contractor shall not retain a sub-contractor to which the Owner has a reasonable objection.
5. **Key Personnel.** The Contractor shall provide to the Owner a list of the proposed key personnel of the Contractor and its sub-contractors to be assigned to complete the Work under this Agreement. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the Owner. In the event that key personnel or sub-contractors become unavailable to Contractor at anytime, Contractor shall replace the key personnel and sub-contractors with personnel or sub-contractors having substantially equivalent or better qualifications than the key personnel or sub-contractor being replaced, as approved by Owner. Likewise, the Contractor shall remove any individual or sub-contractor from the Work under this Agreement if so directed by Owner in writing following discussion with the Contractor, provided that Contractor shall have a reasonable time period within which to find a suitable replacement.
6. **Media.** Contractor shall make no news release, press release or statement to a member of the news media regarding this Work under this Agreement without prior written authorization from Owner. For any media articles (e.g. newspapers, magazines, online media) produced by the Contractor after receiving written authorization from Owner to produce such media, the Contractor shall provide to Owner upon request or prior to Completion of Work under this Agreement, the following: author, title, publication or website, page number (if applicable), and date of publication.
7. **Publications.** Contractor shall include the following acknowledgement in publications arising out of, or relating to, work performed under this Agreement:
 - Acknowledgement: "This material is based upon work supported by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy ("EERE") under the Water Power Program Award Number DE-EE0007899."

- Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."
8. **Equipment.** Title to equipment: Title to equipment (property) acquired under this Agreement will conditionally vest upon acquisition with Owner.
 9. **Technologies and Techniques.** As applicable, upon request by Owner or prior to Completion of Work under this Agreement, Contractor shall briefly describe the new technologies or techniques (specific capabilities and performance improvements enabled), the pre-commercialization history of the technologies and their potential application to current and future projects.
 10. **Invention Disclosures.** As applicable, upon request by Owner or prior to Completion of Work under this Agreement, Contractor shall provide the following invention disclosures: List title, date submitted, and name of inventor. Invention disclosures are to be provided to Owner in a manner consistent with 37 CFR 401.14 'Standard Patent Rights Clauses.'
 11. **Patent Applications.** As applicable, upon request by Owner or prior to Completion of Work under this Agreement, Contractor shall provide the following patent application information: list patent number, name of inventors, assignee, patent application number, date of filing, and title of patent application.
 12. **Licensed Technologies.** As applicable, upon request by Owner or prior to Completion of Work under this Agreement, Contractor shall provide the following information for subject inventions licensed to third parties as applicable: list name of licensee, domestic or foreign patent or patent application number, title, and expiration date of agreement.
 13. **Network and Collaborations.** As applicable, upon request by Owner or prior to Completion of Work under this Agreement, Contractor shall provide information to Owner about partnerships and other arrangements concluded with respect to the project or technology area or Work performed under this Agreement. Contractor shall list name of network or collaboration (if any), name of entities involved, date of agreement (if any), brief description of network or collaboration, and technology area. Contractor shall clearly denote the partner organizations unique and distinguished contribution to the Project as a result of work performed under this Agreement.
 14. **Website Featuring Work or Work Results.** As applicable, upon request by Owner or prior to Completion of Work under this contract, Contractor shall provide Owner the following information: website or other Internet sites that reflect the Work or results of Work

under this Agreement. List name of website, specific webpage(s) on which Work or results featured, and brief description of Work or results featured.

15. **Other Products.** As applicable, upon request by Owner or prior to Completion of Work under this contract, Contractor shall provide Owner the following information: additional Work output, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment. Contractor shall provide a brief description of additional project output, date of release, and entity to which output was provided.
16. **Awards, Prizes and Recognition.** As applicable, upon request by Owner or prior to Completion of Work under this contract, Contractor shall provide the following related to any awards, prizes, or other recognition for project work or results, subsection inventions, patents or patent applications, etc. as a result of work performed under this contract. List name of award/recognition/prize, name of sponsoring organization, date of receipt, and subject of award/price/recognition.
17. **Contractor Reporting.** As applicable, Contractor shall report to Owner the following: a.) any notices or claims of patent or copyright infringement arising out of or relating to the performance of the Work performed under this Agreement; b.) potential or actual violations of federal, state, and municipal laws arising out of or relating to work performed under this Agreement; c.) any fatality or injuries requiring hospitalization arising out of or relating to the work under the Agreement; d.) potential or actual violations of environmental, health, or safety laws and regulations; e.) Any event which is anticipated to cause significant schedule slippage or cost increase; f.) any damage to Government owned equipment in excess of \$25,000; g.) any incident arising out of or relating to work under the Agreement that has the potential for high visibility in the media.
18. **Protected and Limited Rights Data.** As applicable, the Contractor shall mark protected data and limited rights data for all deliverables provided under this Agreement. Failure to properly mark data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. Section 552) or otherwise. The work under this Agreement is funded by the U.S. Government. Therefore, unlimited rights are may be retained by the government, to any technical data or commercial or financial data produced under this Agreement.
19. **Records Retention and Audit.** Contractor is responsible to provide any information, documents, site access, or other assistance requested by Owner, Federal or State auditing agencies; or their authorized representatives, for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Contractors records relating to this Contract.

Accounting; Audit Access. The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under

the Contract; the accounting and control systems shall be satisfactory to Owner. Owner, DOE, Federal or State auditing agencies; or their authorized representatives, shall be afforded reasonable and regular access to the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other electronic and hard copy data relating to the Contractor's right to payment under and the Contractor's compliance with the terms and conditions of this Contract, and the Contractor shall preserve these for a period of six years after final payment or for such longer period as may be required by law.

If for any reason, any part of this contract, or any resulting contract(s) is involved in litigation, Contractor shall retain all pertinent records for not less than six years or until all litigation is resolved, whichever is longer. The Contractor will provide full access to such documents in preparation for and during any such litigation.

Periodic and Final Audits. Owner may, at its discretion, perform periodic audits of the cost of the work and any other reimbursable costs associated with the Project. Owner may conduct a final audit of all Project books and records prior to the Project closeout. The Contractor shall cooperate fully with Owner, DOE, Federal or State auditing agencies; or their authorized representatives, in the performance of such audits.

20. **Allowable Costs.** All Project costs must be allowable, allocable, and reasonable. The Contractor must document and maintain records of all Agreement related expenses, including, but not limited to in-kind contributions. The Contractor is responsible for maintaining records adequate to demonstrate that Agreement expenses claimed have been incurred, are reasonable, allowable, and allocable, and comply with cost principles. Upon request, the Contractor is required to provide such records to Owner, DOE, State or Federal auditing agencies; or their authorized representatives. Such records are subject to audit. Failure to provide Owner, DOE, State or Federal auditing agencies adequate supporting documentation may result in a determination by Owner, DOE, State or Federal auditing agencies; or their authorized representatives, that those costs are unallowable.
21. **Covered Relationship.** The Contractor shall notify Owner of the existence of a 'covered relationship' as defined by 5 CFR 2635.502(a) & (b) between the Contractor and Owner which creates at a minimum an apparent conflict of interest. The Contractor shall notify Owner of the covered relationship and provide detailed information and justification (including, for example, mitigation measures) as to why the relationship under this Agreement does not create an actual conflict of interest.

II. CONTRACTOR'S STANDARD OF CARE

- A. The Contractor is an experienced professional firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Agreement to design or administer a project having this scope and complexity; and will perform such Services pursuant to the standard of care set forth in subsections B. through G. of this Section II.
- B. When applicable law requires that Services be performed by licensed professionals, the Contractor shall, or shall require its Sub-Contractor's to provide those services through qualified professionals licensed in Oregon. Wherever a deliverable is identified as "Engineered" or "Stamped", or any item is described as "Engineered", the deliverable shall have been at a minimum reviewed, agreed to, signed and stamped by a professional engineer ("PE") licensed

in the state of Oregon. The PE signing a document shall be licensed and experienced in the appropriate branch of engineering for the deliverable. Where the PE experience is not directly relatable, a subject matter expert may review and sign the deliverable in addition to the PE sign off. Upon request from the Owner, the Contractor shall provide full Curriculum Vitae's (showing their experience/expertise in the area) for all PEs and subject matter experts who sign off on deliverables. The Owner understands and agrees that the services of the Contractor, and Sub-Contractors are performed for the benefit of the Owner.

- C.** The Contractor has the capabilities and resources necessary to perform the obligations of this Agreement.
- D.** The Contractor either is, or will become, in a manner consistent with the standard of care set forth in this Agreement, familiar with all current laws, rules, and regulations which are applicable to the Project.
- E.** All documents prepared by the Contractor shall be prepared in accordance with its standard of care in an effort to accurately reflect and incorporate all such laws, rules, and regulations.
- F.** Contractor represents and warrants to Owner that (1) Contractor has the power and authority to enter into and perform this Agreement, (2) when executed and delivered, this Agreement shall be a valid and binding obligation of the Contractor enforceable in accordance with its terms, (3) Contractor shall, at all times during the term of this Agreement be duly licensed to perform the Services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the Services under this Agreement shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions;
- G.** All documents prepared by Contractor pursuant to this Agreement shall accurately reflect, incorporate and comply with current laws, rules, regulations and ordinances which are applicable to the design and construction of the Project, and shall be complete and functional for the purposes intended (except as to any deficiencies which are due to causes beyond the control of Contractor);
- H.** All documents prepared by the Contractor pursuant to this Agreement shall accurately reflect existing conditions for the scope of the services to be performed;
- I.** The Contractor shall be responsible for any negligent inconsistencies or omissions in the documents prepared by the Contractor. While Contractor cannot guarantee that the various documents required under this Agreement are completely free of all minor human errors and omissions, it shall be the responsibility of Contractor throughout the period of performance under this Agreement to use due care and perform with professional competence. Contractor will, at no additional cost to Owner, correct any and all errors and omissions in the documents prepared by Contractor;
- J.** Any review or acceptance by the Owner of Services or documents prepared by Contractor will not relieve the Contractor of any responsibility for complying with the standard of care set forth herein. The Contractor is responsible for all Services under this Agreement, and agrees that it will be liable for all its negligent acts, errors, or omissions, if any, relative to the Services;
- K.** The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations and/or warranties provided.

III. COMPENSATION

The maximum, not-to-exceed, total amount payable under this Agreement is **\$(Enter Amount)** (the "Maximum Compensation"), for the combination of Basic Services and Direct Expenses. The Maximum Compensation cannot be increased without a fully executed and approved amendment or supplement to this Agreement. Contractor progress payments shall be made according to the provisions and schedule set forth in **Section V** of this Agreement. The Maximum Compensation is more particularly described as follows:

A. Basic Services: The Contractor shall perform the Basic Services, directly or through the Contractors, on a Time and Materials basis not-to-exceed amount of **\$(Enter Amount)**.

1. Fees for Sub-Contractor's Services: Owner shall only reimburse Contractor for the actual, direct costs of Services performed by its Sub-Contractors, and shall not reimburse Contractor for any overhead or mark-up of costs added to the direct cost of a Sub-Contractor's Services.

B. Direct Expenses: The Owner shall make payment to the Contractor for any allowable Direct Expenses. Direct expenses will be paid to the Contractor within the allowable not to exceed total amount payable under this Agreement as stated above.

Direct expenses mean actual direct expenditures made by the Contractor that are directly related to the production of the products sold or services rendered under the Agreement. Direct expenses include, but are not limited to, the following: long-distance communications, reproductions; postage and handling of plans, drawings, specifications and other documents; mileage and travel expenses including airfare and lodging; per diem, as applicable; data processing and photographic production techniques and renderings and models, mock-ups; goods purchases by the Contractor to meet the obligations of the Agreement; goods purchased as requested by Owner and as essential to the normal discharge of Owner's responsibilities as it is related to Owner's business under this Agreement. All direct expenses must be reasonable, allowable per this Agreement, and reflect the most efficient and cost-effective option that results in the best value for the Owner.

Direct Expenses will be paid to Contractor, at cost within the allowable maximum amount as stated above.

Travel

All foreign travel and foreign travel related costs must be estimated in advance and provided to the Owner for written pre-approval. Contractor must receive written approval by the Owner prior to foreign travel and foreign travel related costs, in order to be eligible for payment. Contractor shall make and pay for their travel arrangements in performance of the Agreement. Any air transportation to, from, between, or within a country other than the United States must be in accordance with the Fly America Act (49 USC 40118).

All travel shall be conducted in the most efficient and cost-effective manner that results

in the best value for the Owner.

- C. **Additional Services:** The Owner will compensate the Contractor for Additional Services performed by the Contractor, whether directly or through its Contractors, beyond the scope of the Basic Services described in **Section I.C**, based on the following schedule of charges for the duration of this Agreement, but only when the Owner has given prior written authorization and the Parties have executed an amendment or supplement to this Agreement.

Additional Services	Unit Price (2023 Loaded Hourly Rate)*
PROFESSIONAL STAFF:	
FIELD CHARGES:	
SUBCONTRACTORS:	

* Includes [x%] profit.

These charges shall also be used to determine amounts owed the Contractor in the event this Agreement is terminated as provided in **Section XVI, D.1**. Any amounts so derived may not exceed the limitations as specified by **Section III** hereof.

Starting in 2024, all rates may be subject to adjustment on January 1 of each year only via written amendment between Owner and Contractor.

IV. TIME OF PERFORMANCE

This Agreement shall take effect on the Effective Date and Contractor shall perform its obligations according to this Agreement, unless terminated or suspended, through final Completion of Work.

V. PAYMENTS

Monthly progress payments shall be made upon presentation, to the Owner at the following email address, of one copy of the Contractor's invoice, with required documentation, for professional services rendered or direct expenses incurred during the preceding month:

Pacwaveinvoices@oregonstate.edu

Owner may accept Contractor format, however Contractor shall include the following in invoices:

- a. The Agreement number 2022-006707;
- b. A description of services performed, including the dates services were performed, all

deliverables delivered during the period of the invoices, the rate(s) for services performed, and the total cost of services;

c. Itemization and explanation of all Direct Expenses, including travel and travel related expenses as a sub item for which Contractor claims payment authorized under this Agreement;

d. The total amount due and the payment remittance address.

e. Total percentage of budget utilized to date for:

- All Basic Services performed, per task as applicable.
- Direct Expenses, including travel and travel related expenses as a sub item.

Upon Completion of Work under this Agreement and precedent to Owner's obligation to make final payment, Contractor shall certify, in writing, that the Contractor has completed Contractor's obligations under the Agreement by indicating "Final Billing" on final invoice to Owner.

Contractor shall deliver to Owner each MWESB Report described in this Section. Timely receipt of MWESB Reports shall be a condition precedent to Owner's obligation to pay any progress payments or final payments otherwise due.

1. Contractor shall submit annual MWESB Reports on June 30 of each year the Agreement is active ("Annual MWESB Report") or with submission of final invoice, as appropriate. The Annual MWESB Reports shall include the total number of subcontracts awarded to MWESB enterprises as Sub-Contractors, the dollar value of each, and the expenditure toward each contract and subcontract during the previous twelve (12) months or over the term of the contract, if less than 12 months.

2. Contractor shall submit a final MWESB Report as a condition of final payment ("Final MWESB Report"). The Final MWESB Report shall include the total number of contracts and subcontracts awarded to MWESB enterprises as Sub-Contractors and the dollar value of their respective contracts and subcontracts during the course of the fulfillment of the scope of services under this Agreement.

VI. HAZARDOUS MATERIALS

It is envisioned that activities under this Agreement will not involve the removal of and destruction of asbestos, asbestos-related or other hazardous materials. It is understood and agreed that the Owner will contract separately for the identification and removal of hazardous materials, either prior to the commencement of this project or at such time as such hazardous substances are detected. It is understood and agreed that the Contractor shall not and does not prescribe any safety measure or abatement procedure and is not responsible for any act or omission relating to the acts of the Owner, professional Contractor, the Contractor or sub-contractor which the Owner selects relating to the abatement of asbestos, asbestos-related or other hazardous materials.

VII. ACCESSIBILITY REQUIREMENTS

The Contractor shall ensure that the activities to fulfill the Scope under this Agreement complies with the American with Disabilities Act Accessibility Guidelines ("ADAAG"), latest version, and allows for access to programs, activities, and services in the most integrated setting possible. The Owner will be responsible for review of accessibility and interpretation of ADAAG for compliance with Federal requirements.

VIII. INSURANCE PROVISIONS

During the term of this Agreement, Contractor shall maintain in full force and at its own expense each insurance coverage or policy noted below, from insurance companies or entities with an A.M. Best rating of A- VII or better that are authorized to transact the business of insurance and issue coverage in the State of Oregon:

A. GENERAL LIABILITY INSURANCE.

Contractor shall secure Commercial General Liability insurance with a limit of not less than \$2,000,000 each occurrence and \$4,000,000 aggregate for bodily injury, up to and including death, property damage liability, personal/advertising injury, products and completed operations coverage and contractual liability coverage for the indemnity provided under this Agreement. The policy shall include a waiver of subrogation clause and a separation of insureds clause (cross liability). Contractor shall ensure that each of its Sub-Contractors and subcontractors secures and maintains Commercial General Liability insurance with a limit not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

B. AUTOMOBILE LIABILITY INSURANCE.

Contractor shall secure Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per accident, for bodily injury and property damage, including coverage for all owned, hired, or non-owned vehicles, as applicable. This coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall ensure that each of its Sub-Consultants and subcontractors complies with the same minimum requirements identified above.

C. CONTRACTORS POLLUTION LEGAL LIABILITY

If the Contractor or its sub-contractors perform operations such as excavation, core drilling, test well drilling, soil sampling, hazardous building materials sampling, Contractor shall maintain Contractor's Pollution Legal Liability protecting against liability for sudden and accidental pollution arising from its operations. The amount of coverage shall be a minimum of \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. If the additional insured status of the policy requires suit to be brought against the Named Insured before any protection is afforded to the additional insured, the Owner reserves the right to require Contractor to modify coverage or provide other protection acceptable to the Owner.

C. PROFESSIONAL LIABILITY INSURANCE/ERRORS & OMISSIONS.

Contractor shall provide the Owner with proof of coverage for Professional Liability/Errors & Omissions insurance covering any damages caused by any negligent error, omission, or any act for the Project, its plans, drawings, specifications or project manual, and all related work product of the Contractor. The policy may be either a practice-based policy or a policy pertaining to the specific Project. Professional Liability insurance to be provided shall have limits of not less than \$3,000,000 each claim, incident or occurrence and \$3,000,000 annual aggregate. Contractor shall ensure that each of its major Sub-Consultants and subcontractors (including structural, civil, mechanical, plumbing, electrical engineering, survey, geotechnical and materials testing) secures and maintains Professional Liability/Errors & Omissions with limits not less than \$2,000,000 each claim, incident or occurrence and \$2,000,000 annual aggregate. All other Sub-Contractors and

subcontractors not listed above shall have limits not less than \$1,000,000 each claim, incident or occurrence and \$1,000,000 annual aggregate.

E. EXCESS/UMBRELLA INSURANCE.

A combination of primary and excess/umbrella liability insurance may be used to meet the required limits of insurance above, as long as the coverage "follows form."

F. WORKERS' COMPENSATION.

All employers, including Contractor, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Oregon workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Sub-Consultants and subcontractors complies with these requirements.

G. ADDITIONAL INSURED.

All liability insurance coverages maintained under this Agreement, with the exception of Workers' Compensation, shall be endorsed to name OSU, its officers, trustees, agents and employees as additional insureds.

H. PRIMARY COVERAGE.

Insurance carried by Contractor under this Agreement shall be the primary coverage and non-contributory to any insurance or self-insurance carried by OSU.

I. "TAIL" COVERAGE.

If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Agreement for a duration of thirty-six (36) months or the maximum time-period available in the marketplace if less than thirty-six (36) months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for thirty-six (36) months following Owner's acceptance of and final payment for the Contractor's Services. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the Effective Date of this agreement. This will be a condition of the final acceptance of Services and related warranty, if any.

J. CERTIFICATES OF INSURANCE.

Upon request by the Owner, OR [Prior to the signature by the Owner to this Agreement], Contractor shall furnish to the appropriate university official Certificates of Insurance and required endorsements as evidence of the insurance coverages required under this Agreement. The insurance policies will be endorsed/amended so that the insurance company or companies shall give a thirty (30) calendar day notice (without reservation) if the applicable policy is suspended, voided, canceled or materially changed, or if the aggregate limits have been reduced, except when cancellation is for non-payment, then a ten (10) days' notice may be given, to the Owner's Representative set forth in Section XXVII below. The certificate(s) should state specifically that the insurance is provided for this Agreement. Policies will be endorsed to show required cancellation provisions, and copies of the endorsement will be attached to the certificate of insurance. Insuring companies are subject to acceptance by the Owner.

K. SUB-CONTRACTORS

If Contractor enters subcontracts for any services to be provided by Contractor to Owner, Contractor shall require that all sub-contractors maintain insurance meeting all the requirements noted above, except as approved in writing by the Owner.

IX. INDEMNIFICATION

A. Indemnification. Contractor shall indemnify, hold harmless and defend the Owner and its officers, board members, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs, of whatsoever nature resulting in any way from, arising out of, or relating to the activities, including professional services, of the Contractor or its Sub-Consultants, partners, joint venturers, subcontractors, officers, agents or employees, and caused by any willful or negligent error, omission, or act of the Contractor, or any person employed by it, or anyone for whose acts the Contractor is legally liable while acting under or pursuant to this Agreement or any supplement or amendment hereto. The Contractor agrees to waive all rights of subrogation against the Owner and its officers, board members, agents, and employees for losses arising from the work performed by the Contractor for the Owner.

B. Owner Defense Requirements. Notwithstanding the foregoing defense obligations of the Contractor, neither the Contractor nor any attorney engaged by the Contractor shall defend any claim in the name of the Owner, nor purport to act as legal representative of the Owner, without the prior written consent of the Owner's General Counsel. The Owner may, at any time at its election assume its own defense and settlement in the event that it determines that the Contractor is prohibited from defending the Owner, that Contractor is not adequately defending the Owner's interests, or that an important governmental principle is at issue or that it is in the best interests of the Owner to do so. The Owner reserves all rights to pursue any claims it may have against the Contractor if the Owner elects to assume its own defense.

C. Sub-Contractor Agreements. Each agreement with Sub-Contractors at every tier shall provide that the Owner is and shall be a third-party beneficiary of such subcontract, purchase order and similar agreement, and that the Owner shall have the right, but not the obligation, to assert claims directly against the Sub-Contractors for breach of contract, breach of express warranties, breach of implied warranties including but not limited to warranties of merchantability and of fitness for a particular purpose, negligence and other claims arising out of or related to the work or the Project. The Owner and Contractor acknowledge and agree that the purpose of this Section is to enable the Owner, at its discretion, in addition to the Contractor, to assert claims for damages and indemnification directly against Sub-Contractors that are or may be responsible for breach of the contract, defects in the work, and other damages incurred by the Owner arising out of or related to the related to the work or the Project. The Owner and Contractor acknowledge and agree that the purpose of this Section is to enable the Owner at its discretion, in addition to the Contractor, to assert claims for damages and indemnification directly against Sub-Contractors that are or may be responsible for breach of the contract, defects in the work, and other damages incurred by the Owner arising out of or related to the work or the Project.

X. LIMITATION OF LIABILITIES

Except for any liability of the Contractor arising under or related to the Contractor's failure to perform according to the standard of care or any other liability arising under or related to the Contractor's representations and warranties under Section II of this Agreement, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Agreement or any damages of any sort arising solely from the termination of this Agreement in accordance with its terms.

XI. MINIMUM WAGE RATES

As applicable, Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates. The Bureau of Labor and Industries ("BOLI") wage rates and requirements set forth in the following BOLI booklet (and any listed amendment to that booklet), which are incorporated herein by this reference, apply to Amendments authorized under this Contract.

PREVAILING WAGE RATES for Public Works Contracts in Oregon, July 1, 2019, as well as the July 1, 2018 Definitions of Covered Occupations for Public Works Contracts in Oregon, which can be downloaded at <https://www.oregon.gov/BOLI/pages/index.aspx>.

XII. OWNERSHIP AND USE OF WORK PRODUCT OF CONTRACTOR

- A. Work Product.** Copies of plans, specifications, reports, or other materials required to be delivered under this Agreement ("Work Product") shall be the exclusive property of Owner. The Owner and the Contractor intend that such Work Product be deemed "Work made for Hire", of which the Owner shall be deemed the author. Contractor hereby irrevocably assigns to the Owner all of its right, title and interest in and to any and all of such Work Products, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. The Contractor shall execute such further documents and instruments as the Owner may reasonably request in order to fully vest such rights in the Owner. The Contractor forever waives any and all rights relating to such 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 of subsequent modifications.
- B. Contractor's Use of Work Product.** The Contractor, despite other conditions of this Section, shall have the right to utilize such Work Product on its brochures or other literature that it may utilize for its sales and in addition, unless specifically otherwise exempted, the Contractor may use standard line drawings, specifications and calculations on other unrelated projects.
- C. Owner Reuse or Modification of Work Product.** If the Owner reuses or modifies the Work Product without the Contractor's involvement or prior written consent, to the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, the Owner shall indemnify, within the limits of the Tort Claims Act, the Contractor against liability for damage to life or property arising from the Owner's reuse or modification of the Work Product, provided the Owner shall not be required to indemnify the Contractor for any such liability arising out of the wrongful acts of the Contractor or the Contractor's officers, employees, sub-contractors, subcontractors, or agents.

XIII. SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. After the original Agreement is executed, Contractor shall not enter into any new Contractor agreements for any of the Services scheduled under this Agreement or assign or transfer any of its interest in or rights or obligations under this Agreement, without Owner's prior written consent. In addition to any provisions Owner may require, Contractor shall include in any permitted Contractor agreement under this Agreement a requirement that the Contractor be bound by **Sections VIII-INSURANCE, IX-INDEMNITY, X - LIMITATION OF LIABILITIES, XII-OWNERSHIP AND USE OF WORK PRODUCT OF CONTRACTOR, XV-BREACH OF AGREEMENT; REMEDIES, XVI-TERMINATION OF AGREEMENT; NON-AVAILABILITY OF FUNDS, XIX-FOREIGN CONTRACTOR, XX-COMPLIANCE WITH APPLICABLE LAWS, XXI-GOVERNING LAW; VENUE; CONSENT TO JURISDICTION, XXII-INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR, XXIII-ACCESS TO RECORDS and XXVI-NO WAIVER** of this Agreement.

XIV. NO THIRD-PARTY BENEFICIARIES

Owner 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 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 Agreement.

XV. BREACH OF AGREEMENT; REMEDIES

The Owner, in its sole discretion, may seek remedies under this agreement and as allowed by law, in the event the Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the Services under this Agreement within the time specified herein or any extension thereof, or so fails to perform the Services as to endanger Contractor's performance under this Agreement in accordance with its terms, and such breach, default or failure.

Should the Owner seek remedy, a notice to cure ("Notice") will be issued to the Contractor. Contractor shall cure such breach, default or failure as described in the notice and within the time period granted in the notice. If Contractor objects to any conditions contained in the Notice, Contractor shall provide a response to the Owner in writing within 3 business days of the delivery of the Notice.

Failure to adhere to the remedy in the notice and cure any conditions as described in the Notice may result in the following, in the Owner's sole discretion: additional Notice to Cure period(s); remedies pursuant to section XV 'Breach of Agreement; Remedies;' termination pursuant to Section XVI. 'Termination of Agreement' or other remedies as described in this Agreement. .

Dispute Escalation

Subject to the terms and conditions set forth in this Agreement, the Parties shall escalate any dispute arising out of or related to a breach of this Agreement, to a senior business leader of each Party, who shall negotiate in good faith to resolve such dispute during the cure period as set forth in the Notice to Cure.

Mediation

Contractor and Owner, in an effort to resolve any conflicts that may arise during the activities to fulfill the Scope under this Agreement or following the Completion of Work under this Agreement, agree that all disputes between them arising out of or relating to this Agreement or any supplements hereto, shall be submitted to non-binding mediation unless the parties mutually agree otherwise. Contractor further agrees to include a similar provision in all agreements with sub-contractors retained for the activities in fulfillment of the Scope under this Agreement, thereby providing for mediation as the primary method for dispute resolution between the Parties to those agreements. All Parties agree to exercise their best effort in good faith to resolve all disputes in mediation.

Each Party will pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be shared equally by all Parties to the dispute.

Retainage

As a result of a breach of Agreement, Owner may reserve as retainage from any outstanding payments, an amount not to exceed 10% of the sum total of the remaining value of the agreement or any invoiced payments following the issuance of the Notice. Owner may reduce amount of retainage on or may eliminate retainage on any remaining payments if under the Owner's discretion, the work is progressing satisfactorily or Contractor has successfully cured any such breach or failures as described in a Notice to Cure. Elimination or reduction in retainage shall be allowed at the Owner's sole discretion and only upon written application by the Contractor, which application shall include

XVI. TERMINATION OF AGREEMENT

- A. Mutual Agreement.** The Owner and the Contractor, by mutual written agreement, may terminate this Agreement at any time. The Owner, on 30 days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- B. Termination by Owner for Convenience.** Owner may terminate this Agreement in whole or in part whenever Owner determines that termination of the Agreement is in the best interested of the Owner or the public. The Owner shall provide the Contractor with seven (7) Days prior written notice of a termination for Owner's or for public convenience.
- C. Termination by Owner for Cause.** Owner may terminate this Agreement, in whole or in part, immediately upon notice to Contractor, or at such later date as Owner may establish in such notice, upon the occurrence of any of the following events:
 - 1. Owner fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Services;
 - 2. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Services performed under this Agreement are prohibited or Owner is prohibited from paying for such Services from the planned funding source;
 - 3. Contractor no longer holds any license or certificate that is required to perform the Services;

4. Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, or fails to perform the Services under this Agreement within the time specified herein or any extension thereof, or fails to perform the Services as to endanger Contractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured following the full execution of any and all remedies as provided to the Contractor and initiated by the Owner, in the Owner's sole discretion.
- C. Owner Funding.** Owner reasonably believes that sufficient funds are anticipated to pay all amounts due hereunder and hereby covenants and agrees that it will use its best efforts to obtain and properly request and pursue funds from which payments hereunder may be made, including making provisions for such payments to the extent necessary in the budget submitted for the purpose of obtaining funds and using its best efforts to have such budget approved. It is Owner's intention to make all payments due hereunder if funds are legally available therefor and in that regard Owner represents and warrants to Contractor that this agreement is important to Owner's efficient and economic operation. If, despite the above, Owner is not allotted sufficient funds for the next succeeding fiscal period by appropriation, appropriation limitation, grant, or other funds source lawfully available to it for such purposes to continue the activities within the Scope under this Agreement and make payments hereunder, Owner may terminate this Agreement, by notice to Contractor, without penalty, effective at the end of the current fiscal period for which funds have been allocated and if not so terminated Owner will remain fully obligated for all amounts owing hereunder. Such termination shall not constitute an event of default under any other provision of the Agreement, but Owner shall be obligated to pay all charges incurred through the end of such fiscal period. Owner shall give Contractor notice of such non-availability of funds within thirty (30) days after it received notice of such non-availability.
- D. Effect of Termination.** In the event of termination of this Agreement:
1. Pursuant to **Sub-sections A, C.1 or C.2** above, the Owner, using the Schedule of hourly rates set forth in **Section III** if applicable, and within the limitations specified in **Section V** shall compensate the Contractor for all Services performed prior to the termination date, together with Direct Expenses then due, and such amounts shall immediately become due and payable.
 2. Pursuant to **Sub-sections C.3 or C.4** above, the Owner shall have any remedy available to it under this Agreement or at law or in equity. Such remedies are cumulative and may be pursued separately, collectively and in any order.
 3. For any reason, the Contractor shall immediately cease performance of Services under this Agreement, unless Owner expressly directs otherwise in the notice of termination, and shall provide to the Owner all plans, specifications, CAD drawings on compact discs, drawings, and all documents, information, works-in-progress or other property that are or would be deliverables had this Agreement been completed.
 4. For any reason, the Contractor shall be responsible to the Owner for the quality of its Services and Work Product through the date of termination.

XVII. RESERVED

XVIII. 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.

XIX. FOREIGN 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. Contractor shall demonstrate its legal capacity to perform the Services under this Agreement in the State of Oregon prior to entering into this Agreement.

XX. COMPLIANCE WITH APPLICABLE LAW

Contractor agrees to comply with all federal, state, county, and local laws, ordinances, regulations, and all applicable OSU Standards and Policies applicable to the Services to be provided under this Agreement. 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 L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances, rules, and regulations shall not relieve Contractor of these obligations nor of the requirements of this Agreement. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor labor or materials for the performance of the Services to be provided under this Agreement; pay all contributions or amounts due the Industrial Accident Fund from such contractor incurred in the performance of this Agreement; not permit any lien or claim to be filed or prosecuted against the State on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. 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. Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Oregon Building Codes require all new construction to be totally accessible to people with physical limitations. Owner expects that all spaces in designs for new facilities and in remodel projects will be accessible to people with physical limitations.

XXI. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION

This Agreement 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 Owner and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Benton County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, it shall

be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution or otherwise. **CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

XXII. INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR

- A. Contractor as Independent Contractor.** Contractor shall perform all required Services as an independent Contractor. Although Owner reserves the right (i) to determine (and modify) the delivery schedule for the Services to be performed and (ii) to evaluate the quality of the completed performance, Owner 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 Services.
- B. Agency Status.** Contractor is not an officer, employee, or agent of the State or Owner as those terms are used in ORS 30.265.
- C. Benefits; Payment of Taxes.** Contractor is not a contributing member of the Public Employee's Retirement System and will be responsible for any federal or state taxes applicable to any compensation or payments paid to Contractor under this Agreement. Contractor will not be eligible for any benefits from these Agreement payments of federal Social Security, unemployment insurance or worker's compensation, except as a self-employed individual. If this payment is to be charged against federal funds, the Contractor certifies that it is not currently employed by the federal government.

XXIII. RESERVED

XXIV. SEVERABILITY

The Parties agree that if any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid.

XXV. FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which is beyond such party's reasonable control. Each party 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 Agreement.

XXVI. NO WAIVER

The failure of the Owner to enforce any provision of this Agreement shall not constitute a waiver by the Owner of that or any other provision.

XXVII. NOTICE; PARTIES' REPRESENTATIVES

Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall

be given in writing by personal delivery, or mailing the same, postage prepaid, to Contractor or Owner at the address set forth below, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section. Any notice so addressed and mailed shall be deemed to be given five calendar days after the date of mailing. Any notice by personal delivery shall be deemed to be given when actually delivered. Regular, day-to-day communications between the Parties may be transmitted through one of the methods set forth above, in person, by telephone, by e-mail, or by other similar electronic transmission.

Representatives for the Contractor and the Owner for purposes of notice and for other specific purposes provided for under this Agreement are:

Contractor:

Address:

Owner: Oregon State University

Address: Paul J. Odenthal, Senior Associate Vice President for Administration.

Oregon State University

3015 SW Western Blvd.

Corvallis OR 97333

With a Copy to: College of Earth, Ocean and Atmospheric Sciences

ATTN: Kim Calvery, MBA, PMP

Research Programs Operations Officer

Oregon State University

100 B CEOAS Administration Building

Corvallis, OR 97331

With a Copy to: Capital Planning & Development

John Gremmels, Capital Planner

Capital Planning & Development

Oregon State University

644 SW 13th Ave.

Corvallis, OR 97333

And a Copy to: Construction Contracts Administration

Oregon State University

644 SW 13th Ave.

Corvallis, OR 97333

XXVIII. CONFIDENTIALITY.

Contractor shall maintain the confidentiality of information of Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Contractor from establishing a claim or defense in an adjudicatory proceeding. Contractor shall require the sub-contractors to execute similar agreements to maintain the confidentiality of information of Owner.

XXIX. CONFLICT OF INTEREST.

Except with Owner's prior written consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would or would reasonably appear to compromise Contractor's professional judgment with respect to this Project, including without limitation, concurrent employment on any project in direct competition with the Project, and will provide copies of any such agreements within ten (10) days of the full execution of such agreements.

XXX. SURVIVAL

All rights and obligations shall cease upon termination or full performance of this Agreement, except for the rights and obligations set forth in **Sections II** Contractor's Standard of Care, **IX** Indemnity, **X** Limitation of Liabilities, **XII** Ownership and Use of Work Product of Contractor, **XVI** Termination of Agreement, **XXI** Governing Law; Venue; Consent to Jurisdiction, **XXIII** Access to Records, **XXVIII** Confidentiality, and **XXX** Survival.

XXXI. COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

XXXII. MERGER CLAUSE

THIS AGREEMENT ON THE SUBJECT MATTER HEROF CONSISTS IN ITS ENTIRETY OF THE FOLLOWING IN DESCENDING ORDER: AGREEMENT AND ANY ATTACHED EXHIBITS, ANY SOLICITATION DOCUMENTS, AND ANY RESPONSE BY A SUCCESSFUL PROPOSER TO ANY SUCH SOLICITATION DOCUMENTS. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. 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 SPECIFIED INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS AGREEMENT AND THE CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Each of the Parties has caused its duly authorized representative to execute this Agreement on the date

set forth in its respective signature block below.

[Contractor Name, Contractor]

By:

Title:

Date:

Oregon State University, Owner

By:

Title:

Date:

Federal Tax ID: _____

SAMPLE

EXHIBIT A – DESCRIPTION OF SERVICES

SAMPLE