

From: "Bruns, Jacqueline Michelle" <Jacque.Bruns@oregonstate.edu>

To: "Blaylock, Brent" <brent.blaylock@oregonstate.edu>

Subject: FW: PSC - Bjorn 2 Lead Consulting

Date: Mon, 24 Mar 2025 15:44:47 -0000

Importance: Normal

Attachments: Bjorn_2_Lead_Consulting_ATTACHMENT_B_(OSU_Edits).docx;
Bjorn_2_Lead_Consulting_PSC_(Procurement_Edits).docx; Attachment_C_-_FERPA.docx

Inline-Images: image001.png; Outlook-1tjqrwpw.png

Can you give me your thoughts on this? See Brian's reviews attached and notes below, I will ask Scott about pay rate and process, but thoughts from you on background check due to sensitive info? Or FERPA Data?

Once we get through these things I will get Scott a cleaner version to review

From: Kinsey, Brian <Brian.Kinsey@oregonstate.edu>

Sent: Friday, March 21, 2025 5:11 PM

To: Bruns, Jacqueline Michelle <Jacque.Bruns@oregonstate.edu>; Duty, TC <tc.duty@oregonstate.edu>

Subject: Re: PSC - Bjorn 2 Lead Consulting

Hi Jacque and TC,

I took a look at the documentation provided and made some edits represented in the attached documentation. Here is a brief explanation of those changes and some questions/clarifications:

- PSC -
 - There is a not to exceed but no bill rate. What is the intended pay rate and payment process?
 - Changed the Description of Services to reference the Statement of Work.
 - Added reference to the Attachments
 - Added clause for compliance with NCAA, conference, and OSU policy and regulations.
 - Is there any consideration that they will have access to sensitive or secure areas or data where we'd want to include background checks?
- Statement of Work
 - Removed any language that fit more of an employee/employer relationship. There are some questions around access to OSU systems. Some contractors have obtained access but we generally discourage this. OSU providing access, emails, office space, use of facilities for the contractor could make them an employee. We will want to steer clear of any language or action that would indicate anything other than they are a contractor.
 - Removed the terms and conditions. There are two we want to be careful of, if they want to add back in: Exclusivity and Non-Solicitation. Generally, OSU will not agree to these items. The remainder should be covered in Attachment A.

- FERPA

- If they will have access to FERPA covered data, we'll want to make sure this is added. We can remove if not.

Let me know your thoughts.

Best,

Brian Kinsey

Procurement Manager | he, him, his | Procurement, Contracts and Materials Management (PCMM)

Oregon State University | 644 SW 13th St. | Corvallis, OR 97333 | Phone: 541-257-5006 | Fax: 541-737-2170

brian.kinsey@oregonstate.edu | <http://fa.oregonstate.edu/pacs>



"Confidentiality: This e-mail and any files transmitted with it may contain confidential information that is intended only for the addressee(s). Unless otherwise indicated, please do not share or forward this information without the sender's approval as it may not be intended for review, dissemination or use by other persons or unauthorized employees."

Oregon State University in Corvallis, OR is located within the traditional homelands of the Mary's River or Ampinefu Band of Kalapuya. Following the Willamette Valley Treaty of 1855 (Kalapuya etc. Treaty), Kalapuya people were forcibly removed to reservations in Western Oregon. Today, living descendants of these people are a part of the Confederated Tribes of Grand Ronde Community of Oregon (<https://www.grandronde.org>) and the Confederated Tribes of the Siletz Indians (<https://ctsi.nsn.us>).

[Redacted content]

[REDACTED]

[REDACTED]

From: Duty, TC <tc.duty@oregonstate.edu>
Sent: Wednesday, March 19, 2025 8:48 AM
To: Bruns, Jacqueline Michelle <Jacque.Bruns@oregonstate.edu>
Subject: RE: PSC - Bjorn 2 Lead Consulting

Jacque,

Attached is the PSC along with Attachment B and Independent Contractor Form.

Since the scope of the work was in depth, attachment B was included. There are some overlaps with the PSC and the information you provided, I'm assuming from a contract Kyle provided.

Let me know if I can assist further.

TC

From: Bruns, Jacqueline Michelle <Jacque.Bruns@oregonstate.edu>
Sent: Tuesday, March 18, 2025 12:47 PM
To: Duty, TC <tc.duty@oregonstate.edu>
Subject: PSC

TC-

Can we start working on a PSC for Bjorn 2 Lead Consulting LLC

1. SCOPE OF WORK.

- a. Contractor to serve as OSU's General Manager (for Name, Image, and Likeness ("NIL") Initiatives).
- b. Contractor agrees to provide the below services ("Services") to OSU in accordance with the terms and conditions of this Agreement.
- c. Contractor to report directly to OSU's Vice President and Director of Intercollegiate Athletics ("VP/AD"), with indirect reporting to OSU's Executive Deputy Athletics Director/Chief Operating Officer ("EDAD/COO"), and OSU's Deputy Athletics Director/CFO ("DAD/CFO"), to collaborate in the creation and execution of general and sport-specific NIL and student-athlete benefits budgets, packages, and plans annually.
 1. Provide consultation for budget creation, implementation, monitoring, reporting, and tracking for NIL and student-athlete benefits related agreements.
 2. Provide information so CFO can monitor cash flow, develop financial forecasts, and ensure necessary funding for payments.
 3. Develop payment schedules and coordinate execution of payments.
 4. Collaborate with the Oregon State University Foundation ("OSUF") and Our Beaver Nation ("OBN") to support fundraising initiatives.

5. Collaborate with Beaver Sports Properties (“BSP”) to identify and execute NIL agreements with corporate partners.
 6. Maintain the highest level of confidentiality, professionalism, and collaboration.
 7. Responsible for working directly with student-athletes and/or their representatives.
 8. Engage in regular communication with OSU’s Compliance and General Counsel offices to ensure adherence to all applicable federal, state, NCAA, conference, and institutional guidelines/requirements.
 9. Responsible for reporting all known NIL activity through institutional reporting processes.
2. Contractor to collaborate with OSU head coaches, and/or their designees, to create and execute sport-specific student-athlete compensation plans based on agreed upon annual budgets as decided in partnership with VP/AD, EDAD/COO, and DAD/CFO.
 1. Create and execute budgets and forecasts to facilitate the recruitment of prospective student-athletes and the retention of current student-athletes.
 3. Contractor to collaborate with OSU and BSP to secure marketing and endorsement deals, which shall include but is not limited to:
 1. Assist in identifying and pursuing potential third-party NIL marketing deals and endorsement opportunities for student-athletes.
 2. Assist in negotiating and securing third-party NIL marketing and endorsement deals for/with student-athletes.
 3. Ensure the proper execution and reporting of NIL activities.
 4. Prioritize positive experiences and strong relationships with corporate partners.
 4. Under the guidance and direction of head coaches, and/or their designees, and in accordance with OSU’s guidelines as defined by the VP/AD, EDAD/COO, and DAD/CFO, Contractor to negotiate agreements regarding NIL and student-athlete benefits with current and prospective student-athletes, and/or their representatives.
 1. Assist OSU in identifying, executing, and monitoring agreement deliverables, including payment schedules.
 2. Negotiate and sign student-athletes to NIL and student-athlete benefits agreements on behalf of OSU Athletics.
 3. Serve as the primary liaison with student-athletes and/or their representatives, regarding NIL and student-athlete benefits agreements and opportunities.
 5. Contractor to monitor and report, which shall include but is not limited to:
 1. Ensuring engagements with Student-Athletes are shared with OSU in compliance with OSU’s NIL Policy and applicable federal, state, NCAA, and conference regulations.
 2. Ensuring third-party NIL marketing and endorsement deals are compliant and properly completed.
 3. Make data-driven recommendations for continuous improvement.
 4. Updates on national trends and best practices regarding NIL opportunities and agreements.
 5. Run reporting for OSU regularly and on-demand.
 6. Utilizing OSU’s applicable software platforms in a routine, efficient, and effective manner.
- d. This list is not exhaustive, and additional Services may be requested of Contractor in writing by OSU. Contractor agrees to perform these Services diligently and in accordance with the terms and conditions outlined in this Agreement.

2. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of any information related to OSU’s interaction with student-athletes, proprietary information, trade secrets, and/or confidential information disclosed by OSU during the term of this Agreement. Contractor shall not disclose and/or use such information for any purpose other than the performance of the Services outlined in this Agreement.

3. **EXCLUSIVITY.** During the term of this Agreement, Contractor agrees that they will not engage in any other work, consulting, or business activities on behalf of any other institutions and/or universities. OSU agrees that Contractor can continue to provide services to Dam Nation Collective, LLC (which also supports OSU’s NIL efforts) through the duration of this Agreement, but to no other institutions and/or universities.

4. **NON-SOLICITATION.** Contractor agrees that, during the term of this Agreement, and for a period of one (1) year after its termination, they will not directly or indirectly solicit and/or attempt to solicit the business of any student-athlete(s), and/or any OSU employee(s), and/or partner(s) for their own benefit, and/or for the benefit of any other person and/or entity.
5. **APPROVAL OF LEGALLY BINDING AGREEMENTS.** Contractor agrees that any legally binding agreement(s), contract(s), and/or document(s) entered into on behalf of OSU, including but not limited to agreements with student-athletes, shall be subject to the prior written approval of OSU.
6. **COMPENSATION.** To be capped at \$150k- contractor will bill back based on work performed on a monthly basis to include hourly fee and expenses.
7. **TERM AND TERMINATION.** This Agreement shall commence on the Effective Date and continue through June 30, 2027. This Agreement shall automatically renew for successive one (1) year terms unless either Party provides written notice to the other party of non-renewal by March 31 of the then-current year. This agreement shall not end prior to June 30, 2027, unless terminated with cause.
8. **MISCELLANEOUS.**
 - a. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
 - b. **Entire Agreement:** This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings, whether oral or written.
 - c. **Amendments:** Any amendments to this Agreement must be in writing and signed by both Parties.



JACQUE BRUNS

**DEPUTY ATHLETIC DIRECTOR /
CHIEF FINANCIAL OFFICER / SENIOR WOMAN ADMINISTRATOR**

☎ 541-737-3969

**137 Gill Coliseum
Corvallis, OR 97331**

***For all scheduling requests, please reach out to
Brittany Gooden at Brittany.Gooden@oregonstate.edu**

ATTACHMENT C
FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

In the course of providing services to OSU students, Contractor may have access to Sensitive Information including employee data and student Education Records and Personally Identifiable Information (defined below) that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, et seq. and the regulations promulgated thereunder. The parties agree to comply with all OSU policies and federal and state laws related to the protection and privacy of employee and student records, including but not limited to FERPA. Contractor agrees that it shall not use these records for any purpose other than in the performance of athletic training services and that, as an entity to whom OSU has requested these institutional services:

- a) Contractor is performing an institutional service for which OSU would otherwise use OSU employees;
- b) Contractor is under the direct control of OSU with respect to the use and maintenance of sensitive information and Education Records; and
- c) Contractor will comply with all applicable OSU policies and FERPA requirements governing the use and redisclosure of sensitive information and Personally Identifiable Information from Education Records, including without limitation the requirements of 34 CFR §99.33(a).

“Sensitive Information” shall mean data that is commonly used to conduct OSU business, which by its nature or regulation, may have legal and/or generally expected non-disclosure outside of authorized individuals.

“Education Records” and “Personally Identifiable Information” shall have the meaning given to these respective terms under FERPA and the FERPA Regulations, as amended or otherwise modified from time to time.

In the event any person(s) seek to access protected sensitive information, including Education Records, the Contractor will immediately inform OSU of such request in writing and shall only retrieve such data or information upon receipt of, and in accordance with, written directions by OSU and shall only provide such data and information to OSU.

Upon termination of this agreement, Contractor shall return and/or destroy all data or information received from OSU upon, and in accordance with, direction from OSU. Contractor shall not retain copies of any data or information received from OSU once OSU has directed Contractor as to how such information shall be returned to OSU and/or destroyed. Furthermore, Contractor shall ensure that they dispose of any and all data or information received from OSU in an OSU-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

ATTACHMENT B

1. SCOPE OF WORK.

~~a. Contractor to serve as OSU's General Manager (for Name, Image, and Likeness ("NIL") Initiatives).~~

~~b.a. Contractor agrees to will provide the below services ("Services") to OSU in accordance with the terms and conditions of this Agreement.~~

~~i. Contractor to report directly to OSU's Vice President and Director of Intercollegiate Athletics ("VP/AD"), with indirect reporting to OSU's Executive Deputy Athletics Director/Chief Operating Officer ("EDAD/COO"), and OSU's Deputy Athletics Director/CFO ("DAD/CFO"), to Assist OSU Intercollegiate Athletics in collaborate in the creation and execution of general and sport-specific NIL and student-athlete benefits budgets, packages, and plans annually.~~

~~ii. Provide consultation for Consult on budget creation, implementation, monitoring, reporting, and tracking for NIL and student-athlete benefits related agreements.~~

~~iii. Provide information so CFO can to monitor cash flow, develop financial forecasts, and ensure necessary funding for payments.~~

~~iv. Develop payment schedules and coordinate execution of payments.~~

~~v. Collaborate with the Oregon State University Foundation ("OSUF") and Our Beaver Nation ("OBN") to support fundraising initiatives.~~

~~vi. Collaborate with Beaver Sports Properties ("BSP") to identify and execute NIL agreements with corporate partners.~~

~~6. Maintain the highest level of confidentiality, professionalism, and collaboration.~~

~~vii. Responsible for Assist in working directly with student-athletes and/or their representatives.~~

~~viii. Consult Engage in regular communication with with OSU's Compliance and General Counsel offices to ensure to maintain adherence to all applicable federal, state, NCAA, conference, and institutional guidelines/requirements.~~

~~9. Responsible for reporting Report all known NIL activity through institutional reporting processes.~~

~~ix.~~

~~i. Contractor to collaborate consult with OSU head coaches, and/or their designees, to create and execute on the creation and execution of sport-specific student-athlete compensation plans based on agreed upon annual budgets as decided in partnership by with VP/AD, EDAD/COO, and DAD/CFO OSU.~~

~~1. Consult on the creation and execution of budgets and forecasts to that facilitate the recruitment of prospective student-athletes and the retention of current student-athletes.~~

~~2.~~

~~x. Contractor to collaborate with OSU and BSP to secure marketing and endorsement deals, which shall include but is not limited to:~~

~~1. Assist in identifying and pursuing potential third-party NIL marketing deals and endorsement opportunities for student-athletes.~~

~~2. Assist in negotiating and securing third-party NIL marketing and endorsement deals for/with student-athletes.~~

~~3. Ensure Assist in the proper execution and reporting of NIL activities.~~

~~4. Prioritize positive experiences and strong relationships with corporate partners.~~

~~xi. Under the guidance and direction of head coaches, and/or their designees, and in accordance with OSU's guidelines as defined by the VP/AD, EDAD/COO, and DAD/CFO, Contractor to Consult on negotiating agreements regarding NIL and student-athlete benefits with current and prospective student-athletes, and/or their representatives.~~

~~1. Assist OSU in identifying, executing, and monitoring agreement deliverables, including payment schedules.~~

~~2. Negotiate and sign Assist OSU with negotiating and signing student-athletes to NIL and student-athlete benefits agreements on behalf of OSU Athletics.~~

~~3. Serve as the primary Provide liaison services with student-athletes and/or their representatives, regarding NIL and student-athlete benefits agreements and opportunities.~~

~~xii. Contractor to monitor and report, which shall include but is not limited to:~~

~~1. Ensuring engagements with Student-Athletes are shared with OSU in compliance with OSU's NIL Policy and applicable federal, state, NCAA, and conference regulations.~~

~~2. Ensuring third-party NIL marketing and endorsement deals are compliant and properly completed.~~

~~3. Make Provide data-driven recommendations for continuous improvement.~~

~~4. Update OSUs on national trends and best practices regarding NIL opportunities and agreements.~~

~~5. Run reporting Provide regular and on-demand reports for to OSU regularly and on-demand.~~

~~6.5 Utilizing OSU's applicable software platforms in a routine, efficient, and effective manner.~~

~~b. This list is not exhaustive, and additional Services may be requested of Contractor in writing by OSU. Contractor agrees to perform these Services diligently and in accordance with the terms and conditions outlined in this Agreement.~~

~~2. CONFIDENTIALITY. Contractor agrees to maintain the confidentiality of any information related to OSU's interaction with student-athletes, proprietary information, trade secrets, and/or confidential information disclosed by OSU during the term of this Agreement. Contractor shall not disclose and/or use such information for any purpose other than the performance of the Services outlined in this Agreement.~~

~~3. EXCLUSIVITY. During the term of this Agreement, Contractor agrees that they will not engage in any other work, consulting, or business activities on behalf of any other institutions and/or universities. OSU agrees that Contractor can continue to provide services to Dam Nation~~

~~Collective, LLC (which also supports OSU's NIL efforts) through the duration of this Agreement, but to no other institutions and/or universities.~~

~~4. **NON-SOLICITATION.** Contractor agrees that, during the term of this Agreement, and for a period of one (1) year after its termination, they will not directly or indirectly solicit and/or attempt to solicit the business of any student athlete(s), and/or any OSU employee(s), and/or partner(s) for their own benefit, and/or for the benefit of any other person and/or entity.~~

~~5. **APPROVAL OF LEGALLY BINDING AGREEMENTS.** Contractor agrees that any legally binding agreement(s), contract(s), and/or document(s) entered into on behalf of OSU, including but not limited to agreements with student athletes, shall be subject to the prior written approval of OSU.~~

~~6. **COMPENSATION.** To be capped at \$150k contractor will bill back based on work performed on a monthly basis to include hourly fee and expenses.~~

~~7. **TERM AND TERMINATION.** This Agreement shall commence on the Effective Date and continue through June 30, 2027. This Agreement shall automatically renew for successive one (1) year terms unless either Party provides written notice to the other party of non-renewal by March 31 of the then-current year. This agreement shall not end prior to June 30, 2027, unless terminated with cause.~~

~~8. **MISCELLANEOUS.**~~

~~(a) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.~~

~~(b) **Entire Agreement:** This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings, whether oral or written.~~

~~(c) **Amendments:** Any amendments to this Agreement must be in writing and signed by both Parties.~~



PERSONAL SERVICES CONTRACT (PSC)

Department Contract: Contract #

This Contract is entered into by and between Oregon State University (OSU/Institution) for its Intercollegiate Athletics (Department) and Bjorn 2 Lead Consulting, LLC (Contractor).

Whereas OSU has need of the services which Contractor is competent to provide; now therefore, in consideration of the sum not to exceed \$150,000 to be paid to Contractor by OSU, Contractor agrees to perform between date of last signature and 6/30/2027, inclusive, the following personal and/or professional services:

See Attachment B – Statement of Work.

Contractor shall not begin work until the Contract is signed by all parties listed below. Unless otherwise specified herein, OSU shall pay only for work performed. Contractor shall submit detailed invoice(s) for work performed to Department for payment. Invoices are paid according to the OSU's standard payment terms which are Net 30 days from receipt of correct invoice.

The following attachments are incorporated by this reference and made a part of this contract: Attachment A, OSU/Bjorn 2 Lead Consulting Contract Provisions and [X] Attachment B – Statement of Work; [X] Attachment C – Family Educational Rights and Privacy Act; [] Other Attachments:

THIS CONTRACT SHALL BECOME EFFECTIVE AND BINDING UPON LAST SIGNATURE BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AS PROVIDED HEREIN.

OSU

CONTRACTOR

OSU Department Head Date
(Typed Name): Scott Barnes, Vice President & Director of Athletics

Signature Date
Typed Name: Bjorn 2 Lead Consulting, LLC
Address: Attn: Kyle Bjornstad
1516 N Sycamore St
Canby, OR 97013
Phone: Phone

OSU Contract Officer Date

Banner Vendor ID No.: Banner ID
U.S. Tax Identification No.: Tax ID Last 4
Contractor is a: (Check One)
[] Resident U.S. citizen
[] Resident non-U.S. citizen (Green Card Holder)
[] Non-U.S. citizen
[] Partnership
[] Corporation
[] Contractor is also a minority group member

Table with 4 columns: OSU VENDOR NO., FORM PREPARED BY, PREPARER'S ADDRESS, DATE

Table with 4 columns: INDEX CODE, ACCOUNT CODE, ACTIVITY CODE, PAYMENT AMOUNT

Place Bar Code Label Here
All payments and reimbursements made on this contract will be 1099-misc. reportable.

ATTACHMENT A
OREGON STATE UNIVERSITY/BJORN 2 LEAD CONSULTING CONTRACT PROVISIONS

ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. OSU and the federal government and their respective duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for three years from the date of contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of this Contract and for any commitments or expenditures in excess of amounts authorized by Institution.

ASSIGNMENT. Contractor shall not assign or transfer its interest nor delegate its obligation in this Contract without the express written consent of the Institution.

AVAILABILITY OF FUNDS. Institution certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of the Contract, or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Contract.

CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

COMPLIANCE WITH APPLICABLE LAW. Contractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. 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 Contract. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Fund from such contractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate Institution official may pay such claim to such payment. 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.

COMPLIANCE WITH APPLICABLE POLICY AND REGULATIONS. Contractor agrees to comply with all NCAA regulations, conference regulations, and all applicable OSU policies, including the Student-Athlete Name, Image and Likeness Policy (NIL Policy).

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

DUAL PAYMENT. Contractor shall not be compensated for work performed under this Contract from any other entity of the State of Oregon.

EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between Institution and Contractor that arises out of or relates to performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Benton County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

HAZARD COMMUNICATION. Contractor shall notify Institution prior to using products containing hazardous chemicals to which Institution employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Institution's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this contract, or from any act, omission, or neglect of contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless OSU and its officers, board members, employees, and agents from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this contract.

INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of Institution for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Institution provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an **individual**, (a) Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment; (2) Will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of Institution; (4) Is not currently employed by the Federal Government and the amount charged does not exceed his normal charge for the type of service provided if payment is to be charged against Federal funds; (5) Is not a member of the Oregon Public Employees Retirement System; or (6) if a contributing member of the Oregon Public Employees Retirement System for which contributions to the retirement system must be withheld, Contractor's contribution to the retirement system will be withheld and a corresponding Institution contribution made; and (7) Must furnish Form IRS Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax.

INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of this Contract:

- a. General Liability insurance with minimum limits of \$1,000,000 per occurrence for speakers/artists/performers and food services, \$2,000,000 per occurrence for [Elevated Risk](#) and all other services, which can be met through a combination of primary and excess insurance policies. Said policy shall include, or be endorsed to include, "Oregon State University, its trustees, officers, employees, and agents" as additional insured. Said policy shall also include a waiver of subrogation in favor of Oregon State University, its trustees, officers, employees, and agents.
- b. Automobile Liability insurance (when applicable) with "symbol 1" coverage (owned, hired and non-owned vehicles) with minimum limits of \$1,000,000 combined single limit per occurrence or accident.

- c. Professional Liability insurance (when applicable). Coverage limits shall be a minimum of \$2,000,000 per claim and \$2,000,000 aggregate. If the coverage is written on a claims-made basis, the Contractor/Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or tail coverage will be purchased for a period of two (2) years beginning from the time that work under this contract is completed.
- d. The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126. Workers' Compensation coverage shall be maintained at all times in accordance with statutory limits and Employer's Liability insurance shall have minimum limits of \$500,000 each accident; \$500,000 disease-each employee; \$500,000 disease-policy limit.

Insurance carried by Contractor shall be primary and non-contributory. Insurance is to be issued by an insurance company authorized to do business in the State of Oregon with an "A.M. Best" rating of not less than A-VII. Contractor or its insurance broker shall notify OSU of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect. Contractor shall furnish OSU with certificates of insurance and any applicable endorsements as required by this Contract, upon request. In the event that the Contractor hires subcontractors to complete the services under this Contract, the Contractor shall require the subcontractors to meet all the same insurance requirements provided in the INSURANCE section.

NOTICES AND REPRESENTATIVES. All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as identified in the signature block of this Contract, unless otherwise designated in writing. Copies of such correspondence shall also be sent to all other Contract signatories.

OVERDUE PAYMENTS. Any charges claimed by the Contractor for payment of an overdue amount shall be in accordance with the provisions of ORS 293.462.

OWNERSHIP OF WORK PRODUCT. All work products or any form of property originated or prepared by Contractor which result from this Contract are the exclusive property of Institution.

SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from the Institution.

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

TERMINATIONS. This Contract may be terminated at any time by mutual consent of both parties, or by either party upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, the Institution may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by the Institution, if (a) Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; or (b) Any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. This Contract may also be terminated by Institution for default (including breach of contract) if (a) Contractor fails to provide services or materials called for by this Contract within the time specified; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Institution, fails to correct such failures within ten days. The rights and remedies of Institution provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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 Contract. Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

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

WAIVER. The failure of Institution to enforce any provision of this Contract shall not constitute a waiver by Institution of that or any other provision.

APPROVALS. In some instances, another state agency may be required to approve this Contract before any work may commence under this Contract.

RECYCLED PRODUCTS: Contractors will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Contract.

TRAVEL EXPENSES. Unless otherwise stated in the scope of work, Contractor shall make and pay for their travel arrangements in performance of the Contract. For all contract travel itineraries, Contractor shall obtain pre-approval by OSU prior to execution of travel. Contractor's travel expenses must be reasonable and economical in order to maximize the contract value. 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). Travel expenses are included in the sum not-to-exceed amount indicated in this Contract. Unauthorized travel expenses or those not included in the sum not-to-exceed amount will not be reimbursed. Travel expense receipts are not required with invoices. Travel expenses must be included collectively as a separate line item on invoices. Receipts must be retained by Contractor and available for audit at any time during the term of the contract and for three years from the date of Contract expiration. Contractor's request for reimbursement of expenses must be submitted on an invoice within 90 days after the date the travel has been completed. Expenses submitted after the 90 days will not be reimbursed.

FEDERALLY REQUIRED PROVISIONS

ANTI-KICKBACK ACT (40 U.S.C. 3145). Contractor certifies compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or Subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor must report all suspected or reported violations to OSU.

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352). Contractors that apply or bid for a contract of \$100,000 or more, must file the required certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must require any subcontractor who applies or bids for subcontract of \$100,000 or more to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.

CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED. If this Contract provides for payments in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). For all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES. Pursuant to 2 CFR 200.216 and 2 CFR 200.471, which implement Section 889 of the NDAA (Public Law 115-232), OSU is prohibited from obligating or expending grant funds to procure equipment, services or systems that use **covered telecommunications equipment or services** as a substantial or essential component of any system, or critical technology as part of any system. Contractor represents and warrants that in performing under this contract it will not provide or use covered telecommunications equipment or services as defined by Public Law 115-232, Section 889(f). <https://www.congress.gov/115/plaws/publ232/PLAW-115publ232.pdf>

DEBARMENT AND SUSPENSION EXECUTIVE ORDERS 12549 AND 12689. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Before a contract award of \$25,000 or more is made, verification is required that the intended awarded party is not on the government-wide exclusions in the SAM. Required verification must be made by checking the SAM Exclusions. Compliance with Subpart C of 2 CFR Part 180 by checking that the intended awarded party is not listed on the SAM Exclusions, before making a contract award, will flow down from tier to tier for contract awards of \$25,000 or more. Contractor must include a term or condition similar to this term, in any subsequent lower tier contract awards of \$25,000 or more. Contractor hereby certifies they are not listed on the government-wide exclusions in the SAM.

DOMESTIC PREFERENCE. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including purchase orders for work or products under this award.

ENERGY POLICY AND CONSERVATION ACT. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

EQUAL EMPLOYMENT OPPORTUNITY. Contractor must comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

REMEDIES FOR CONTRACTOR'S DEFAULT. In the event Contractor is in default (which includes without limitation, incomplete services), OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduced price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.