

OREGON INSTITUTE OF TECHNOLOGY

Consulting Agreement

This Consulting Agreement (Agreement) is entered by and between the State of Oregon, acting by and through the State Board of Higher Education, on behalf of the Oregon Institute of Technology (OIT) and _____ (Sponsor). OIT and Sponsor shall be referred to individually as “Party” and jointly as “Parties.”

WHEREAS, OIT has experience and resources in a field of mutual interest between OIT and Sponsor; and

WHEREAS, Sponsor desires consulting services to be performed in accordance with the Statement of Work and terms outlined in this Agreement; and

WHEREAS, the performance of such consulting services is consistent, compatible, and beneficial to the academic role and mission of OIT as an institution of higher education;

NOW, THEREFORE, in consideration for the mutual promises and covenants herein, the Parties agree as follows:

1. STATEMENT OF WORK

OIT shall use reasonable efforts to conduct the consulting services described in Exhibit A (the “Project”), and do so within the Total Project Cost as specified in Section 4.1. Notwithstanding, OIT may exercise its discretion and independent judgment as to the method and means of performing the Project. The schedule for delivery of all reports and deliverables is as set forth in the Statement of Work, attached as Exhibit A.

2. PARTY REPRESENTATIVES

- 2.1** OIT’s Consultant for the Project shall be _____. OIT shall give Sponsor written notice of any change in its Consultant. The Consultant is responsible for performing the Project on behalf of OIT.
- 2.2** OIT’s Contracting Officer is George Marlton, Director of Purchasing and Contracts. OIT shall give Sponsor written notice of any change in its Contracting Officer. The Contracting Officer is responsible for interpretation, negotiation, extensions, amendments, or modifications of this Agreement.
- 2.3** Sponsor’s Project Director is _____. Sponsor shall give OIT written notice of any change in its Project Director. The Project Director shall be responsible for interpretation, negotiation, extensions, amendments, or modifications of this Agreement.

3. TERM AND TERMINATION

- 3.1** This Agreement shall commence on _____ (Effective Date) and shall terminate on _____, unless earlier terminated as provided below (Termination Date).
- 3.2** This Agreement may be terminated by mutual consent of the Parties or by either Party upon not less than thirty (30) days written notice. This Agreement may also be

terminated by either Party giving written notice to the other Party, in the event that the other Party commits a material breach this Agreement and fails to remedy such breach within ten (10) days after being given a written notice from the non-breaching Party. Any termination of this Agreement shall not relieve either Party of any obligations hereunder which have accrued on or before the date of termination.

4. BUDGET AND PAYMENTS

4.1 Total Project Cost shall be \$_____, as set forth in the Project Budget, attached as Exhibit B.

4.2 **FIXED-FEE.** Sponsor shall pay OIT the Total Project Cost for OIT’s services hereunder. Sponsor shall remit fifty-percent (50%) of the Total Project Cost upon execution by both parties of this Agreement. The remaining amount of the Total Project Cost shall be payable upon the following schedule:

Payment #	Date [or Project Milestone]	Amount
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Invoices are due and payable within thirty (30) days. Failure to pay the amounts due within thirty (30) days shall constitute a material breach of Sponsor’s obligations under this Agreement. Payments received more than sixty (60) days after the due date of invoices will accrue interest at the rate of one and one half percent (1.5%) per month until paid. Any amendment changing either the Term of this Agreement or the Total Project Cost shall specify a new payment schedule.

5. PUBLICATIONS

5.1 OIT, as a state institution of higher education, engages only in research that is compatible, consistent, and beneficial to its academic role and mission. Therefore, significant results of research activities must be reasonably available for publication. The Parties acknowledge that OIT shall have the right to publish results of the Project. OIT agrees, however, that during the term of this Agreement and for 6 months thereafter, Sponsor shall have 30 days to review and comment on any proposed publication. OIT agrees that any proprietary information supplied to it by the Sponsor during the course of research performed by OIT will not be included in any published material without prior approval by the Sponsor.

5.2 Sponsor shall not include the name of OIT in any advertising, sales promotion, or other publicity matter without the prior written approval of the Contracting Officer.

6. DISCLAIMER OF WARRANTIES

OIT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE WORK TO BE PERFORMED HEREUNDER AND ANY DELIVERABLES RESULTING THEREFROM, INCLUDING THEIR CONDITION, OWNERSHIP, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

7. INDEMNIFICATION

