

Article ___: Force Majeure

Where a force majeure event occurs, Oregon Tech may terminate any or all provisions of this Agreement upon thirty (30) calendar days' notice to the Association pursuant to Article ___: Notices & Communications.

A "Force Majeure Event" shall mean the occurrence of any of the following events or conditions, provided that such event or condition either (i) makes it impossible for Oregon Tech to perform its obligations under this Agreement, or (ii) frustrates the underlying purpose of this Agreement, or (iii) makes it economically impracticable for Oregon Tech to perform its obligations under this Agreement: wars or war-like action (whether actual or threatened and whether conventional or other, including, but not limited to, chemical or biological wars or war-like action); sabotage, terrorism or threats of sabotage or terrorism; explosions; epidemics; pandemics; weather or natural disasters, including, but not limited to, fires, floods, droughts, hurricanes, tornados, storms or earthquakes; and any governmental order or action (civil or military); provided, however, that none of the foregoing enumerated events or conditions is within the reasonable control of Oregon Tech.

*Oregon Tech reserves the right to add to, modify, or amend proposals during the course of negotiations.