

Personal / Professional Services Contracts
Optional Clauses

The Agency may by reference in the Contract attach this document and make these additional requirements part of the Contract.

Travel and Other Expenses.

(a) Agency will reimburse Contractor, within the not to exceed amount identified in Part 1 of this Exhibit A, for travel only when the travel is essential to the normal discharge of Agency's responsibilities. Contractor shall conduct all travel in the most efficient and cost-effective manner resulting in the best value to the Agency. The travel must comply with all the requirements set forth in this section and must be for official Agency business only. Contractor shall provide Agency with receipts for all travel expenses except meals. All Contractor representatives will fly "coach class," unless Contractor personally pays the difference. All Contractor representatives will be limited to economy or compact sized rental vehicles, unless Contractor personally pays the difference.

(b) All out-of-state travel must be approved in advance, and in writing, by the Agency. In addition to meals and lodging, out-of-state travel expenses will be reimbursed for airfare and rental vehicles only if Contractor is acting within the course and scope of its duties under this Contract, and in furtherance of the Work.

(c) Agency will reimburse travel and other expenses of the Contractor at the rates set forth in the Oregon Accounting Manual as of the date Contractor incurred the travel or other expenses. The Oregon Accounting Manual is available at <http://scd.das.state.or.us/oam/scdpolicy/tableofcontent.htm>.

Sub-contracts (Where sub-contracting is contemplated at inception of Contract.)

The sub-contractor(s) identified in Contractor's proposal (or in Exhibit ____, attached hereto and incorporated by this reference) is hereby approved to perform the work each is designated in the proposal (or Exhibit ____) to complete. Any change or removal of sub-contractors requires the prior written approval of Agency.

Ownership of Work Product; License

All tangible work products of the Contractor that result from this contract (the "Work Products") are the exclusive property of Agency. If such Work Products contain intellectual property that is or could be protected by federal copyright, patent, trademark laws, or state trade secret laws, Contractor hereby irrevocably grants Agency a perpetual, worldwide royalty-free, fully paid up, nonexclusive license to copy, prepare derivative work based on, deliver, publish, perform, display, dispose of, use, in whole or in part, and to authorize others to do so, all such Work Products.

Key Person When the Agency requires the special skills and expertise of a particular Contractor employee[s].

Contractor acknowledges and agrees that Agency selected Contractor, and is entering into this Contract, because of the special qualifications of Contractor's key people. In particular, Agency through this Contract is engaging the expertise, experience, judgment, and personal attention of _____ (and _____, etc. etc.] ("Key Person"). Contractor's Key Person shall not delegate performance of the management powers and responsibilities he/she is required to provide under this Contract to another (other) Contractor employee(s) without first obtaining the written consent of Agency. Further, Contractor shall not re-assign or transfer the Key Person to other duties or positions such that the Key Person is no longer available to provide Agency with his/her expertise, experience, judgment, and personal attention, without first obtaining Agency's prior written consent to such re-assignment or transfer. In the event Contractor requests that Agency approve a re-assignment or transfer of the Key Person, Agency shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any approved substitute or replacement for a Key Person shall be deemed a Key Person under this contract.