



Center for Executive
and Professional Education
PORTLAND STATE UNIVERSITY

This Agreement formalizes the details of a custom training for Portland Housing Bureau, by Portland State University and its Center for Executive and Professional Education (CEPE).

- Sponsor:** Portland Housing Bureau
- Presenter:** Portland State University
- Topic:** Project Management Training
- Audience:** Up to 30 participants as identified by the Sponsor
- Schedule:** Wednesday January 9th, Thursday January 10th, Thursday January 17th
All Sessions 8:30AM to 4:30PM
- Location:** Center for Executive and Professional Education, 1500 SW 1st. Ave
- Content:** The purpose of the training is Project Management
- Facilitators:** Ron Sarazin & Paul Spindel
- Audio Visual. Equipment** CEPE will supply training room, projector, screen, computer/laptop
CEPE will supply instructional and course materials
- Cost:** The cost of this program is \$12,500. This is a fixed cost and includes only content development, facilitation, the design, production and delivery of printed materials for each participant, certificates of completion (if desired), transcription of CEUs, and electronic evaluation of the program.
- PSU will invoice the sponsor for this training upon completion of the entire program unless otherwise agreed. Payment is due within 30 days of the invoice.
- Confidentiality:** The Presenter, subject to the limitations and conditions of the Oregon Public Records Law (ORS 192), agrees to keep confidential any Sponsor proprietary information supplied to it during the course of the training program.



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Indemnification: Subject to the limits and conditions of Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, Presenter shall hold and save harmless Sponsor, its officers, agents and employees from claims, suits and actions arising out of the tortious acts of Presenter, its officers, agents or employees acting within the scope of their employment and duties in performance of this agreement. Sponsor shall hold and save harmless Presenter, its officers, agents, and employees from all claims, suits and actions arising out of the activities of Sponsor, its officers, agents, and employees acting under this agreement.

Assignment: Neither party shall assign or transfer any interest in this agreement, nor assign any claims for money due or to become due during this contract, without prior written approval of the other party.

Termination: The contract may be terminated by either of the parties with at least thirty (30) days prior written notice to the first day of the first seminar at no cost. Cancellation by the Sponsor 15-29 days prior to the first day will result in charges of 50% of the total program costs. Cancellation by the Sponsor with fourteen (14) or fewer days prior to the first day will result in charges of 100% of the total program costs.

Termination due to non-appropriation or budget limitation of funds:

If sufficient funds are not provided in future legislatively approved budgets of PSU (or from applicable Federal, state, or other sources) to permit PSU in the exercise of its reasonable administrative discretion to continue this Contract, or if PSU or the program for which this Contract was executed is abolished or budgetary limited, PSU may terminate this Contract without further liability by giving Sponsor not less than thirty (30) days notice. In determining budget limitation, PSU may use budget instructions from an applicable State of Oregon Agency, or the Governor's Office.

Force Majeure: Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which are beyond its reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the contract.

Non-Discrimination: In their respective performances of this Agreement, no party shall unlawfully discriminate against any person on the basis of race, ancestry, national origin, color, sex, disability, age, religion, marital status or sexual orientation. Moreover, each party shall comport its performance with all applicable Federal and State anti-discrimination acts and associated regulations.

Tax Compliance Certification: By signature on this Contract, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Sponsor and that Sponsor is, to the best of the undersigned's knowledge, not in violation of any Oregon



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Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

Merger: This agreement constitutes the entire agreement between the parties. 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 both parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. The parties, by their signatures below, acknowledge having read this agreement, understand it, and agree to be bound by its terms and conditions.

Agreement: This agreement represents a formal commitment for training services between the Sponsor and the Presenter. Please sign, keep a copy for your records, and return to your program manager at the Center for Executive and Professional Education.

SPONSOR

PORTLAND STATE UNIVERSITY

Do Not Execute

Do Not Execute

Date

Date

Portland Housing Bureau

Contracts Officer
Portland State University

Do Not Execute

Tracy Reeve
City Attorney