

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between
**The Board of Regents of the Nevada System of Higher Education
On Behalf of the University of Nevada, Reno School of Medicine**

(hereinafter referred to as "UNRMED")
1664 N. Virginia Street, M/S 1332
Reno, NV 89557-1332

And

_____ (hereinafter referred to as "Contractor")

Address
City, State, Zip

WHEREAS, UNRMED is authorized to engage services of persons or entities as independent contractors; and
WHEREAS, it is deemed that the service of CONTRACTOR is both necessary and in the best interests of the UNRMED;
NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Dean of University of Nevada, Reno School of Medicine (UNRMED).

2. DEFINITIONS. UNRMED means the University of Nevada, Reno School of Medicine, identified herein, its officers, employees and immune contractors. "Independent Contractor" means a person or entity that performs services and/or provides goods for UNRMED under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. CONTRACT TERM. This Contract shall be effective from _____ to _____ unless sooner terminated by either party as specified in paragraph (9).

4. NOTICE. Unless otherwise specified, termination shall not be effective until 15 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any UNRMED specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

ATTACHMENT A: _____

6. CONSIDERATION. The parties agree that CONTRACTOR will provide the services specified in Attachment A for compensation detailed in Attachment A. UNRMED does not agree to reimburse CONTRACTOR for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. INSPECTION & AUDIT.

- a. Books and Records. CONTRACTOR agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to UNRMED or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. Inspection & Audit. CONTRACTOR agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of CONTRACTOR or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of CONTRACTOR where such records may be found, with or without notice by the UNRMED Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by UNRMED, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

9. CONTRACT TERMINATION.

- a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause upon thirty (30) days prior written notice.
- b. UNRMED Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. UNRMED may terminate this Contract, and CONTRACTOR waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the UNRMED's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
 - i. If CONTRACTOR fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by CONTRACTOR to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If CONTRACTOR becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If UNRMED materially breaches any material duty under this Contract and any such breach impairs CONTRACTOR'S ability to perform; or
 - v. If it is found by UNRMED that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of UNRMED or the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - vi. If it is found by UNRMED that CONTRACTOR has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

- ii. CONTRACTOR shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by UNRMED;
- iii. CONTRACTOR shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by UNRMED;
- iv. CONTRACTOR shall preserve, protect and promptly deliver into UNRMED possession all proprietary information in accordance with paragraph (21).

10. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.

11. LIMITED LIABILITY. UNRMED will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any UNRMED breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to CONTRACTOR, for the fiscal year budget in existence at the time of the breach. Damages for any CONTRACTOR breach shall not exceed 150% of the contract maximum "not to exceed" value. CONTRACTOR'S tort liability shall not be limited.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend, not excluding UNRMED's right to participate, UNRMED from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of CONTRACTOR, its officers, employees and agents.

14. INDEPENDENT CONTRACTOR. CONTRACTOR is associated with UNRMED only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, CONTRACTOR is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for UNRMED whatsoever with respect to the indebtedness, liabilities, and obligations of CONTRACTOR or any other party. CONTRACTOR shall be solely responsible for, and UNRMED shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of CONTRACTOR; (4) participation or contributions by either CONTRACTOR or UNRMED to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by UNRMED or the State. CONTRACTOR shall indemnify and hold UNRMED harmless from, and defend UNRMED against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither CONTRACTOR nor its employees, agents, or representatives shall be considered employees, agents, or representatives of UNRMED. UNRMED and CONTRACTOR shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), CONTRACTOR represents as follows:

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		<u>Contractor's Initials</u>	
		YES	NO
1.	Does UNRMED have the right to require control of when, where and how CONTRACTOR is to work?	_____	_____
2.	Will UNRMED be providing training to CONTRACTOR?	_____	_____
3.	Will UNRMED be furnishing CONTRACTOR with worker's space, equipment, tools, supplies or travel expenses?	_____	_____
4.	Are any of the workers who assist CONTRACTOR in performance of his/her duties employees of UNRMED?	_____	_____
5.	Does the arrangement with CONTRACTOR contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?	_____	_____
6.	Will UNRMED incur an employment liability if CONTRACTOR is terminated for failure to perform?	_____	_____
7.	Is CONTRACTOR restricted from offering its services to the general public while engaged in this work relationship with UNRMED?	_____	_____

15. **INSURANCE SCHEDULE.** Unless expressly waived in writing by UNRMED, CONTRACTOR, as an independent contractor and not an employee of UNRMED, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. UNRMED shall have no liability except as specifically provided in the Contract. CONTRACTOR shall not commence work before:

- 1) CONTRACTOR has provided the required evidence of insurance to UNRMED, and
- 2) UNRMED has approved the insurance policies provided by CONTRACTOR.

Prior approval of the insurance policies by UNRMED shall be a condition precedent to any payment of consideration under this Contract and UNRMED's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of UNRMED to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: CONTRACTOR shall, at CONTRACTOR'S sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by UNRMED, the required insurance shall be in effect prior to the commencement of work by the CONTRACTOR and shall continue in force as appropriate until the latter of:

1. Final acceptance by UNRMED of the completion of this Contract; or
2. Such time as the insurance is no longer required by UNRMED under the terms of this Contract.

Any insurance or self-insurance available to UNRMED shall be excess of and non-contributing with any insurance required from CONTRACTOR. CONTRACTOR'S insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the UNRMED, CONTRACTOR shall provide UNRMED with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as CONTRACTOR has knowledge of any such failure, CONTRACTOR shall immediately notify UNRMED and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance

- 1) CONTRACTOR shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.
If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the CONTRACTOR'S workers' compensation insurance policy.
- 3) If CONTRACTOR qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for its self, the sole proprietor must submit to UNRMED a fully executed "Affidavit of Rejection of Coverage Under NRS 616B627 and NRS 617.210" form.

Commercial General Liability Insurance

- 1) Minimum Limits required:
 - \$ 3,000,000 General Aggregate
 - \$ 100,000 Products & Completed Operations Aggregate
 - \$ 1,000,000 Personal and Advertising Injury
 - \$ 1,000,000 Each Occurrence
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

- 1) Minimum Limit required: \$ as is standard for the industry per Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for “any auto” (including owned, non-owned and hired vehicles).
The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Umbrella or Excess Liability Insurance

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is “As Broad as Primary Policy”

General Requirements:

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by CONTRACTOR, **the University of Nevada, Reno School of Medicine (UNRMED) (the agency), its officers and, employees** shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by CONTRACTOR shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by UNRMED. Such approval shall not relieve CONTRACTOR from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Risk Management Division.
- e. **Policy Cancellation:** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to UNRMED, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
- f. **Approved Insurer:** Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to UNRMED and having agents in Nevada upon whom service of process may be made, and
 - 2) Currently rated by A.M. Best as “A- VII” or better.

Evidence of Insurance:

Prior to the start of any Work, CONTRACTOR must provide the following documents to UNRMED:

- 1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to UNRMED to evidence the insurance policies and coverages required of CONTRACTOR.
- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to UNRMED to evidence the endorsement of UNRMED as an additional insured per **General Requirements**, Subsection a above.
- 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by UNRMED prior to the commencement of work by CONTRACTOR. Neither approval by UNRMED nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of CONTRACTOR’S full responsibility to provide the

insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of CONTRACTOR or its sub-contractors, employees or agents to UNRMED or others, and shall be in addition to and not in lieu of any other remedy available to UNRMED under this Contract or otherwise. UNRMED reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to UNRMED identified on page one of the contract.

16. COMPLIANCE WITH LEGAL OBLIGATIONS. CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by CONTRACTOR to provide the goods or services required by this Contract. CONTRACTOR will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of CONTRACTOR. CONTRACTOR agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract

17. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

18. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

19. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by UNRMED, such offending portion of the assignment shall be void, and shall be a breach of this Contract. CONTRACTOR shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of UNRMED.

20. UNRMED OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by CONTRACTOR (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of UNRMED and all such materials shall be delivered into UNRMED possession by CONTRACTOR upon completion, termination, or cancellation of this Contract. CONTRACTOR shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of CONTRACTOR'S obligations under this Contract without the prior written consent of UNRMED. Notwithstanding the foregoing, UNRMED shall have no proprietary interest in any materials licensed for use by UNRMED that are subject to patent, trademark or copyright protection.

21. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from CONTRACTOR may be open to public inspection and copying. UNRMED will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. CONTRACTOR may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that CONTRACTOR thereby agrees to indemnify and defend UNRMED for honoring such a designation. The failure to so label any document that is released by UNRMED shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

22. CONFIDENTIALITY. CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by CONTRACTOR to the extent that such information is confidential by law or otherwise required by this Contract.

CONTRACTOR agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." CONTRACTOR agrees not to use or further disclose any Protected Health Information (as defined in 42 USC 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. CONTRACTOR shall make his internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the

Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

23. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- a. CONTRACTOR certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. CONTRACTOR and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. CONTRACTOR and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

24. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

25. WARRANTIES.

- a. General Warranty. CONTRACTOR warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- b. System Compliance. CONTRACTOR warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of UNRMED. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

26. USE OF SOFTWARE. CONTRACTOR is responsible for entering into any necessary software license agreements with the owners or licensors of any software CONTRACTOR supplies, installs or otherwise relies upon and uses to provide service under this Contract, and CONTRACTOR shall comply with the terms of all such software agreements. Any default by CONTRACTOR under any such software agreements shall constitute a default by CONTRACTOR under this Contract.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. CONTRACTOR acknowledges that as required by statute or regulation this Contract is effective only after approval by the President of ICS and only for the period of time specified in the Contract. Any services performed by CONTRACTOR before this Contract is effective or after it ceases to be effective are performed at the sole risk of CONTRACTOR.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated

attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

30. THIRD PARTY INTEREST/LIABILITY. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any right, power, interest or cause of action in any third party. The Parties, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

31. COUNTERPART SIGNATURES; ELECTRONIC TRANSMISSION. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Agreement may be accomplished by electronic transmission of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

[Contractor Name]

Name:
Title:

Date

**BOARD OF REGENTS OF THE NEVADA SYSTEM OF
HIGHER EDUCATION ON BEHALF OF THE
UNIVERSITY OF NEVADA, RENO SCHOOL OF MEDICINE**

Thomas L. Schwenk MD
Vice President, Division of Health Sciences
Dean, School of Medicine

Date