EXHIBIT A

ARIZONA BOARD OF REGENTS

AGREEMENT FOR LEGAL SERVICES

RFP No. L061817

EFFECTIVE DATE: __________________

PARTIES: The Arizona Board of Regents ("ABOR") for and on behalf of itself, Arizona State University ("ASU"), Northern Arizona University ("NAU"), and the University of Arizona ("UA"), (hereinafter collectively referred to as “the Purchasing Parties” and individually referred to as a “Purchasing Party”), and ______________________ (hereinafter referred to as “Legal Services Provider” or “the Provider”).

1. The Purchasing Parties desire to retain Legal Services Provider and the Provider desires to provide services to the Purchasing Parties in its capacity as an independent contractor, upon the terms and conditions set forth in this Agreement.

2. The Legal Services Provider shall provide those services set forth in Exhibit A attached to this Agreement and in doing so agrees to exercise the Provider’s best efforts in completion of the described services.

3. Unless otherwise agreed to in writing by the Purchasing Parties and the Legal Services Provider, matter assignment for services will be made through the use of an Individual Project Description (IPD) in the form attached as Exhibit B during the term of this Agreement and in accordance with the Provider’s Schedule of Fees and Expenses set forth in Exhibit C. Unless and until a matter is assigned pursuant to a fully executed IPD, this Agreement will not commit the Purchasing Parties, or any of them, to retain Legal Services Provider to provide any services under this Agreement. Provider shall provide Services generally in accordance with the Guidelines attached to this Agreement as Exhibit D, as they may be expressly amended or modified in an IPD.

4. The term of this Agreement shall commence on July 1st, 2018, or the date when executed, whichever is the later, and shall extend to June 30, 2021 in accordance with the terms described in the Request for Proposal, unless sooner terminated by either party.

5. The Agreement may be extended under the same terms and conditions for two (2) additional one-year terms, upon mutual agreement set forth in writing, if the following conditions are met:

   a. The Legal Services Provider’s performance has been satisfactory.

   b. The cost for services remains acceptable to Purchasing Parties.
c. The Legal Services Provider maintains a good reputation in the legal community.

d. Renewal of the Agreement is deemed to be in the best interest of the Purchasing Parties.

6. The Legal Services Provider's work on a matter assigned during the effective period of the Agreement shall continue in accordance with the terms of the Agreement until it is completed or the assignment is otherwise terminated, regardless of whether the Agreement is renewed or extended or expired.

7. The Purchasing Parties may terminate this Agreement with or without cause upon ten (10) days written notice to the Legal Services Provider. If this Agreement is terminated, the Purchasing Parties shall have no further obligations other than payment for services already rendered and for expenses incurred through the date of the notice of termination.

8. Each Purchasing Party that is responsible for a matter referred to the Legal Services Provider agrees to pay the Provider for the services rendered pursuant to the Pricing Schedule set forth in Exhibit C, and as may be specifically detailed or limited in an IPD.

9. Each Purchasing Party that is responsible for a matter referred to the Legal Services Provider agrees to reimburse the Provider for reasonable and necessary expenses incurred by the Provider as set forth in Exhibit C.

10. For all purposes under the terms of this Agreement, the Legal Services Provider shall be an independent contractor, and not an officer or employee of the Purchasing Parties. The Purchasing Parties shall provide no employee benefits, including but not limited to Worker's Compensation coverage regularly afforded to staff, faculty, administrative or professional employees. In performance of services hereunder, the Provider shall determine his/her necessary hours of work. The Provider shall provide whatever tools, equipment, vehicles and supplies the Provider may determine to be necessary in performance of services hereunder. The Provider may establish offices in such locations within or outside Arizona as the Provider may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to the Provider. Except as may be specifically agreed by a Purchasing Party and Provider, Provider may not act as an Agent of the University and will have no authority to bind the University with respect to third parties.

11. The conduct and control of work under this Agreement lies solely with the Legal Services Provider, and the Purchasing Parties are interested only in final results to be achieved. The Purchasing Parties shall be permitted to retain other legal services providers performing the same or similar tasks, and the Provider shall be permitted to provide services to other parties, consistent with the Provider’s obligation to complete the services undertaken pursuant to the terms of this Agreement.
12. The Legal Services Provider shall provide such interim written reports concerning the performance of services and research under this Agreement as the Purchasing Party may request in writing, and upon expiration or other termination of the Agreement shall at the request of the Purchasing Party provide a written report to the Purchasing Party setting forth the results of the work performed hereunder.

13. All reports, drawings and other work products produced by the Legal Services Provider as a part of the services rendered under this Agreement shall be provided to and be the sole property of the Purchasing Party. The Provider shall not release such work product or other information obtained or produced pursuant to this Agreement without the prior written consent of the Purchasing Party.

14. The Legal Services Provider agrees to comply with all applicable laws, rules regulations and executive orders relating to nondiscrimination, equal employment opportunity, immigration, affirmative action and the Americans with Disabilities Act. The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.4.41 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.

15. Prohibited Harassment. Federal law and the policies of the Purchasing Parties prohibit sexual harassment of Purchasing Party employees or students. Sexual harassment includes any unwelcome sexual advance toward a Purchasing Party employee or student, any request for a sexual favor from a Purchasing Party employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for Purchasing Party employees, or a hostile or offensive academic environment for Purchasing Party students. Purchasing Party vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of Purchasing Party employees and students. The employer of any person who a Purchasing Party, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from Purchasing Party premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

16. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with A.R.S. Section 38-511, Cancellation of political subdivision and state contracts; definition.

17. The parties agree to submit all disputes arising hereunder to the claims resolution procedures of the Arizona Board of Regents Procurement Policies Section 3-809.C, Contract Claims and Controversies.

18. The Legal Services Provider and subcontractors shall procure and maintain until all of the Provider’s obligations have been discharged, including any warranty periods under this
Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Provider, the Provider’s agents, representatives, employees or subcontractors.

19. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in the Agreement. The Purchasing Parties and/or the State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Legal Services Provider from liabilities that might arise out of the performance of the work under this Agreement by the Provider, the Provider’s agents, representatives, employees, or subcontractors, and the Provider is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: The Legal Services Provider shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.
   
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Blanket Contractual Liability – Written and Oral $1,000,000
   - Fire Legal Liability $50,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: “The State of Arizona, the ABOR and its universities, departments, agencies, boards, commissions, and its officers, officials, agents, and employees, shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Legal Services Provider.”

   b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of the Provider.

2. **Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.
• Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the following additional insured language: “The State of Arizona, the ABOR and its universities, departments, agencies, boards, commissions, and its officers, officials, agents, and employees, shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Legal Services Provider, involving vehicles owned, leased, hired, or borrowed by the Legal Service Provider.”

3. Worker’s Compensation and Employers’ Liability

   • Workers Compensation Statutory
   • Employers Liability
     Each Accident $1,000,000
     Disease – Each Employee $1,000,000
     Disease – Policy Limit $1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, the ABOR and its universities, departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of the Provider.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, et seq., AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

   Each Claim $1,000,000
   Annual Aggregate $2,000,000

a. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, the Legal Services Provider warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

b. Policy shall contain a waiver of subrogation against the State of Arizona, the ABOR and its universities, departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed
by or on behalf of the Provider.

c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Agreement.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, the ABOR and its universities, departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Legal Services Provider, even if those limits of liability are in excess of those required by this Agreement.

   The Legal Services Provider's insurance coverage shall be primary insurance with respect to all other available sources.

2. Coverage provided by the Legal Services Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Purchasing Parties. Such notice shall be sent directly to Director of Procurement and Contracting Services, University of Arizona, PO Box 210300, Tucson, Arizona, 85726-0300 and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an “A.M. Best” rating of not less than A-VII (A minus seven). The State of Arizona and/or the Purchasing Parties in no way warrant that the above required minimum insurer rating is sufficient to protect the Legal Services Provider from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: The Legal Services Provider shall furnish the Purchasing Parties with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
All certificates and endorsements are to be received and approved by the Purchasing Parties before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to Director of Procurement & Contracting Services, The University of Arizona, University Services Annex, PO Box 210300, Tucson, Arizona, 85721-0300. The Purchasing Parties project or purchase order number and project description shall be noted on the certificate of insurance. The State of Arizona and/or the Purchasing Parties reserve the right to require complete, certified copies of all insurance policies required by this Agreement at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA’S RISK MANAGEMENT SECTION.

F. **SUBCONTRACTORS:** The Legal Services Provider’s certificate(s) shall include all subcontractors as insureds under its policies or the Provider shall furnish to the Purchasing Parties separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL.** The insurance requirements in this Agreement are the standard insurance requirements of the Purchasing Parties as an entity within the State of Arizona. Any modification or variation from the insurance requirements in this Agreement will require the approval of the State of Arizona, Department of Administration, Risk Management Section, whose decision shall be final. The Purchasing Parties will not forward any request for modification or variation without a complete and significant justification.

20. The Legal Services Provider shall indemnify, defend, save and hold harmless the State of Arizona, the Arizona Board of Regents and the Universities under its jurisdiction, and their respective departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney’s fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Provider or any of the Provider’s owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee
shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all claims. It is agreed that the Provider will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Provider agrees to waive all rights of subrogation against the Purchasing Parties and/or the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Provider for the Purchasing Parties and/or the State of Arizona.

21. This Agreement may be cancelled without any further obligation on the part of the Purchasing Parties in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The Legal Services Provider shall be notified in writing of any such non-appropriation at the earliest opportunity.

22. All books, accounts, reports, files and other records relating to this Agreement shall be maintained and shall be subject at all reasonable times to inspection and audit by the Purchasing Parties for five (5) years after completion of this Agreement. Such records shall be produced at a place designated by the Purchasing Parties, upon reasonable notice to the Legal Services Provider.

23. The Legal Services Provider shall submit monthly billings in connection with the services performed under this Agreement to the Purchasing Party that is responsible for the matter. These billings shall be sent directly to:

For matters for which ABOR is responsible:

General Counsel for the Arizona University System
Arizona Board of Regents
2020 N. Central Ave., Suite 230
Phoenix, AZ 85004

For matters for which ASU is responsible:

General Counsel
Office of the General Counsel
Arizona State University
PO Box 877405
Tempe, AZ 85287-7405

for matters for which NAU is responsible:

General Counsel
Office of the General Counsel
Northern Arizona University
PO Box 4116
Flagstaff, AZ 86011-4116
or matters for which UA is responsible:

General Counsel
University of Arizona
Office of the General Counsel
Administration, Room 103
Tucson, AZ  85721-0066

Billings for legal services shall include the date the service was rendered, the name of the attorney, a description of the service provided, the time expended, attorneys’ fees and expenses. **Each matter shall be billed on a separate invoice.**

20. Notice is provided of Sections 12-1518, *State and political subdivisions; use of arbitration,* and 12-133, *Arbitration of claims; agreement of reference; arbitration award; powers of arbitrators; compensation of arbitrators; appeals; deposits; costs,* Arizona Revised Statutes.

21. The Purchasing Parties and the Legal Services Provider recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the Purchasing Parties. Therefore, the Provider hereby assigns to the Purchasing Parties any and all claims for such overcharges.

22. Failure by the Legal Services Provider to perform as specifically provided herein or in any IPD shall be an event of default permitting the Purchasing Parties to pursue all remedies affordable by law or in equity, including but not limited to termination of this Agreement.

23. The Legal Services Provider shall not assign this Agreement without the prior written consent of the Purchasing Parties.

24. Drug Free Workplace. Legal Services Provider agrees that in the performance of the Agreement, neither the Legal Services Provider nor any employee of the Legal Services Provider shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Legal Services Provider’s Drug Free Workplace Policy.

25. The Legal Services Provider shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the "HIPAA Privacy Standards") as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. The Provider will use all security and privacy safeguards necessary to protect Protected Health Information (PHI), as defined by HIPAA, and shall immediately report to the Purchasing Party all improper use or disclosure of PHI of which it becomes aware. The
Provider agrees to ensure that its agents and subcontractors agree to and abide by these requirements. The Provider agrees to indemnify the State of Arizona and the Purchasing Parties and their regents, and the employees and agents of each of them against all harm or damage caused or contributed to by the Provider’s breach of its obligations under this paragraph.

26. The privacy of student record information is protected under the federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. section 1232g. If at any time during the course of activities under this Agreement, the Legal Services Provider is provided access to individual student information, or to a system that contains individual student information, the Provider agrees to maintain that information in absolute confidence and in compliance with FERPA, and agrees not to use or disclose that information or create or maintain copies of that information for any purpose not directly related to and expressly authorized under this Agreement. The Provider has been advised and agrees that any violation of this provision may result in the Purchasing Parties seeking immediate legal and equitable relief, to include all costs and attorneys’ fees.

27. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the Specifications/Scope of Work that directly serve the Purchasing Parties and may involve access to secure or sensitive data or personal client data or development or modification of software for the Purchasing Parties shall be performed within the borders of the United States. Unless specifically stated otherwise in the Specifications/Scope of Work, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

28. No Boycott of Israel. As required by ARS §§ 35-393 to 35-393.01, by executing this Agreement, Provider certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Agreement.

29. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement shall be governed by the laws of the State of Arizona, the courts of which shall have jurisdiction over its subject matter.

30. The individual signing below on behalf of the Legal Services Provider hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the Provider and that this Agreement is binding upon the Provider in accordance with its terms.

WHEREFORE, the parties have executed this Agreement effective the date set forth above.

ARIZONA BOARD OF REGENTS
for and on behalf of itself,
Arizona State University,

LEGAL SERVICES PROVIDER
Northern Arizona University, and
the University of Arizona

By ___________________________       By ___________________________
                                          ___________________________
Date ___________________________       Date ___________________________

APPROVED:

__________________________________
General Counsel for the Arizona University System
Arizona Board of Regents

Date ______________________________
The Legal Services Provider has been selected to provide legal services for the following practice areas:

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- 
- 
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EXHIBIT B
TO
AGREEMENT FOR LEGAL SERVICES
INDIVIDUAL PROJECT DESCRIPTION

RFP No. L061817

_____________________ (hereinafter referred to as “Legal Services Provider” or “the Provider”) agrees to perform the services as set forth below pursuant to the Agreement for Legal Services with Effective Date: ________________, entered between the Legal Services Provider and the Arizona Board of Regents acting for itself and on behalf of Arizona State University, Northern Arizona University and the University of Arizona.

SCOPE OF WORK:

Services will be provided as set forth in the Pricing Schedule included in the Legal Services Provider’s Proposal submitted in response to RFP No. _______ and attached as Exhibit C to this Agreement for Legal Services. Total fees and expenses for this project are not to exceed $ ______________ without written approval of the Purchasing Party. This Individual Project Description (IPD) is effective as of ________________.

Designated Contract Attorney within the University’s Office of General Counsel: ____________.

Purchasing Party                                          Legal Services Provider

By ___________________________  By ___________________________

________________________________________________________

Date _________________________  Date _________________________
EXHIBIT C
TO
AGREEMENT FOR LEGAL SERVICES

THE LEGAL SERVICES PROVIDER’S PRICING SCHEDULE

RFP No. L061817

Part of same agreement to be executed with successful proposer. The content of this Exhibit C should be identical in substance to the Pricing Schedule submitted by the Legal Services Provider in response to the Request for Proposal. (See Pricing Schedule set forth in the RFP).
These guidelines shall serve as the basis upon which the Legal Services Provider shall provide legal advice, opinions and representation to one or all of the Purchasing Parties. Unless clearly excepted in individual instances, services shall comply with these guidelines.

1. **Representation.** Legal Services Provider shall, upon referral of a lawsuit or other legal matter by a Purchasing Party, provide legal representation and counsel to that Purchasing Party and any of its officers, employees or agents acting within the scope of their employment. Legal Services Provider agrees to perform all necessary legal services, including, but not limited to, investigation, legal research, preparation of legal memoranda, pleadings and briefs, attending meetings with client representatives, adverse parties and others as necessary, and making appearances before administrative tribunals and courts, in representing a Purchasing Party. The legal services shall be carried out in cooperation with and under the supervision of the General Counsel for the Purchasing Party, in a manner consistent with Legal Services Provider’s ethical and other obligations to the Purchasing Party. Legal Services Provider shall not undertake any representation of a Purchasing Party or perform any legal services for a Purchasing Party at the request of any Purchasing Party official or employee without first obtaining specific written authorization to do so from the General Counsel for the Purchasing Party. Legal Services Provider shall not file any action or enter any litigation on behalf of a Purchasing Party without first obtaining permission to do so from the General Counsel for the Purchasing Party. Before releasing any written legal opinion addressed to or affecting a Purchasing Party or any of its officers or employees, Legal Services Provider shall obtain the concurrence of the General Counsel for the Purchasing Party.

2. **Referral of Work to Counsel.**

   a. Referral of legal matters to Legal Services Provider under this Agreement will only be through the ABOR General Counsel or the Office of the General Counsel of ASU, NAU or UA (individually referred to as Purchasing Party’s “General Counsel”).

   b. Work performed by Legal Services Provider on matters that are not referred as set forth in this Agreement and documented in an Individual Project Description (“IPD”) will be considered unauthorized and noncompensable. Legal Services Provider is to provide legal services to a Purchasing Party only through the General Counsel for the Purchasing Party, and not independently of the General Counsel for that Purchasing Party. Legal Services Provider shall report to the General Counsel for the Purchasing Party any effort made by any officer or employee of the Purchasing Party to engage the services of Legal Services Provider independently of the General Counsel for the applicable Purchasing Party.
c. Referral of legal matters to Legal Services Provider will be through an Individual Project Description ("IPD") in the form set forth as Exhibit B to this Agreement for Legal Services. The IPD will contain: (1) the name and a description of the matter for which legal services are sought, (2) an explanation of the scope of work, (3) the compensation the Purchasing Party will pay Provider for the services rendered, and (4) a designated contact attorney ("Contact Attorney") in the office of the General Counsel for the Purchasing Party. The IPD is not effective unless it is signed by the General Counsel or his/her designee for the Purchasing Party. The IPD is effective the earlier of the date noted as the effective date in the IPD or the date of full execution. In the event that Legal Services Provider needs to communicate with someone other than the Contact Attorney identified in the IPD, Legal Services Provider will contact the General Counsel for the Purchasing Party or his or her designee.

3. Client Contact. All decisions requiring the consent of a Purchasing Party shall be brought by Legal Service Provider to the attention of the Purchasing Party through the Contact Attorney identified in the IPD referenced in the foregoing section.

4. Contact Partners and Staffing.

   a. A firm representing one of the Purchasing Parties should appoint one partner of the firm as the Contact Partner for each of the Purchasing Parties. Each Contact Partner should be prepared to discuss and agree to any services requested by the Purchasing Party pursuant to the Agreement for Legal Services. A Purchasing Party will expect to discuss with a Contact Partner at least the following items at any time:

      (1) Nature of the matter and related legal advice.

      (2) Degree of difficulty or uniqueness of service and the level of attorney competence or experience necessary to adequately address the matter for the Purchasing Party.

      (3) Number of attorneys, paralegals, and other personnel which the firm would expect to assist the assigned attorney.

      (4) Extent of out-of-pocket expenses that might be anticipated, including computer research time, travel, overtime, outside fees such as license fees and similar costs. Copy fees ordinarily would not be considered unless anticipated to be substantial. To the extent electronic resources are available at no or nominal cost to Legal Services Provider (e.g. Fast Case through the State Bar of Arizona), the Purchasing Parties expect Legal Services Provider to use such resources before using paid electronic resources.
(5) Possibility of alternative fee and billing options. Hourly fees of persons assigned to the matter will be discussed if an hourly fee is agreed upon.

(6) An estimate of the number of hours involved in completing the matter or an estimate of the fee which would be incurred. Realistic estimates will be a consideration in assigning subsequent cases to the firm.

(7) The Purchasing Parties expect Legal Services Provider to volunteer its candid assessment of whether the potential representation and/or counsel lies within Provider’s areas of expertise and whether it can be handled economically and efficiently. It is expected that this assessment will be made without charge to the Purchasing Parties.

b. The Contact Partner will be expected to assign the case to an attorney who will be the principal contact for future activity on the matter. The Contact Partner must be available to the Purchasing Party to discuss any issues that may arise during the course of the representation.

c. The Purchasing Parties reserve the right to designate a specific attorney(s) (the “Assigned Attorney”) in Provider’s firm to work on specific matters. In the absence of a specific designation by a Purchasing Party, Provider shall assign suitably trained and skilled professional personnel to perform the legal services. Prior to changing any key personnel on any matter referred to Provider, especially those key personnel upon whom the Purchasing Parties relied in issuing an IPD to Provider, Provider shall obtain the approval of the Contact Attorney and any new or different personnel shall have capabilities at least equal to those of personnel they replaced for performance of the Services. All staffing decisions shall be discussed and agreed upon with the General Counsel for the Purchasing Party in advance. The names of professionals specifically assigned to the matter must appear on each monthly billing statement, with the charges for each professional clearly identified and associated with that professional. Any changes to staff must be approved in advance by the Contact Attorney and reflected on the billing invoice.

5. Cost for Changes in Personnel. Legal Services Provider shall bear its costs associated with any and all changes in personnel assigned to a matter, and those costs shall not be reimbursable by any of the Purchasing Parties. While recognizing that staffing changes may be necessary from time to time, the Purchasing Parties will not pay for the "downtime" or learning time that may result from such a staffing change. Time spent educating new lawyers and/or other new staff in the substantive law or basic background applicable to the assigned matter should not be included in billings to the Purchasing Parties and such costs are subject to rejection or modification. Unless otherwise agreed in advance, the Purchasing Parties expect that only one attorney from the firm will attend meetings, depositions, and arguments, although a second person may be needed for trials and major hearings or meetings.
6. **Case Budgeting.**

   a. The Purchasing Party expects to discuss with the Assigned Attorney and/or the Contact Partner a legal fee and expense budget that is appropriate for each assigned case.

   b. The Purchasing Party and Legal Services Provider will discuss cost saving opportunities, including but not limited to having Purchasing Party’s personnel perform certain tasks, assigning some work hiring temporary contract paralegals that can be retained at rates significantly less than those charged by Legal Services Provider, and other cost saving opportunities that may arise.

7. **Materials and Investigative Services.** The Purchasing Party will furnish Legal Services Provider with investigative and other materials it may have relative to the legal services to be furnished by Legal Services Provider and to any claim asserted in litigation and will, subject to the Purchasing Party’s approval, conduct such additional investigation as Legal Services Provider may request.

8. **Case Management.**

   a. Each Purchasing Party expects to be kept advised of any threatened litigation and of progress on all litigation involving or relevant to the Purchasing Party. For litigation matters, an initial case management meeting between the Purchasing Party and the Assigned Attorney is required within 30 days of case assignment.

9. **Billing Practices.** If a Purchasing Party is dissatisfied with the level of legal assistance, or with Legal Services Provider’s billing practices (i.e. unnecessary duplication of effort, supervision of associates, etc.) the Purchasing Party will discuss the matter with the Contact Partner and, if necessary, the deployment of attorneys and level of needed expertise can be reevaluated. If a project involves several areas that require different expertise, advance discussion should be held with the Purchasing Party to determine the manner and extent of coordination required of the various areas.

10. **Compensation.** The Purchasing Parties shall pay Legal Services Provider for services provided in accordance with this Agreement and any IPD that may be executed. Legal Services Provider’s compensation shall include salary and overhead expenses, profits and employee costs including, but not limited to, clerical and word processing expenses. The rate, amount, or type of compensation to be paid to Legal Services Provider will be reflected in this Agreement and the IPD. Note that the Purchasing Parties will not pay extra charges on phone calls, copy charges in excess of $.10 per page, the creation of budgets and the discussion and resolution of billing issues. Westlaw/Lexis time will be billed to the Purchasing Parties at Legal Services Provider’s actual cost. The Purchasing Parties will also not pay for administrative staff overtime or regular progress reports without the Purchasing Parties’ prior written
11. **Privileged Communications.** All confidential communications between a Purchasing Party, any Purchasing Party officer, employee or agent and Legal Services Provider, whether oral or written, and all documentation, whether prepared by Legal Services Provider or supplied by a Purchasing Party, shall be considered privileged communications and shall not, except as required by law, be communicated by Legal Services Provider to any third party, including but not limited to any public agency, insurance company, rating organization, contractor, vendor, or consultant, whether or not connected in any manner with a Purchasing Party or Legal Services Provider, without the prior consent of the Purchasing Party and General Counsel. If such communications are approved, or if such communications are required to be disclosed by law, Legal Services Provider shall provide the Purchasing Party that is responsible for the matter with two copies of each written communication and two copies of summaries of each oral communication. If any communication is required by law, Legal Services Provider shall provide the Purchasing Party that is responsible for the matter with written notice as to the time, place, and manner of any disclosure as well as a written summary of any information likely to be disclosed and Legal Services Provider’s position.

12. **Adverse Representation to the Purchasing Parties.** Legal Services Provider will be retained by a Purchasing Party only for the purposes and to the extent set forth in this Agreement. Legal Services Provider shall comply with all ethical rules, professional rules of conduct, and applicable legal decisions regarding conflicts of interest and adverse representation. For all purposes relating to the legal representation provided under this Agreement, the client is ABOR. At all times during the course of this representation, when evaluating potential conflicts of interest, actual conflicts, or the possible appearance of conflict, the conflict checks should consider ABOR and all three universities it governs.

13. **Billing.** All Counsel billings shall be submitted to the Purchasing Party as specifically noted in the IPD for each matter.