RECREATIONAL LICENSE AGENT AGREEMENT

AGENT COMPANY NAME: _____
AGENT #_____

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN the License Agent named above (hereinafter the "License Agent" or "Agent") and the Oregon Department of Fish and Wildlife (hereinafter the "Department" or "ODFW")

Definitions are listed in Attachment "A"

PURPOSE

This Agreement is created to identify the obligations and responsibilities of the parties with respect to the Department's selection of License Agents, and License Agent's actions related to the sale of ODFW Recreational Documents. In consideration of the terms and conditions contained herein, or attached and incorporated, ODFW and Agent mutually agree as follows:

TERMS OF THE AGREEMENT

1. Prior Agreements: Except as provided in this Agreement, this Agreement supersedes any prior agreements, representations, or understandings that the Agent may have had with ODFW regarding the subject matter contained herein.

2. Term: This Agreement shall become effective upon the date of contract execution. This Agreement shall remain in effect until terminated pursuant to Section 18. Agent agrees that an annual review process may result in a replacement Agreement for amendment.

3. The Department Agrees To:

   3.1 Allow License Agent to sell and distribute Recreational Documents and collect Reports on behalf of ODFW.

   3.2 Compensate License Agent for Recreational Documents sold and Reports received at the rates allowable under Oregon Revised Statutes chapter 497 and Oregon Administrative Rules chapter 635.

   3.3 Make available daily, weekly and monthly detailed and summary reports of sales to the License Agent.

   3.4 Make available to License Agent via website reports of the monies that have been or will be collected, or both, via EFT funds transfer regarding Recreational Document sales and Reports received.

   3.5 Provide License Agent with access to the ELS and provide all associated, system requirements, security requirements, training, and documentation.

   3.6 Determine the Recreational Documents that License Agent is able and required to sell, and either provide these Recreational Documents itself, or provide them through a provider designated by ODFW.

4. General License Agent Obligations:

   4.1 The License Agent must comply with all applicable laws and rules, as well as any processes, policies, issuing instructions and orally communicated instructions provided by ODFW. The License Agent agrees that if he/she has a question or concern related to the issuance of Recreational Documents or the collection of data and dissemination of customer information, he/she will contact ODFW for instructions.

   4.2 License Agent agrees to support the mission of ODFW and to support its marketing efforts to the extent the marketing efforts do not result in a hardship to the Agent.

   4.3 License Agent agrees to collect Reports and sell ODFW Recreational Documents and maintain an effective selling environment, which must include, but not be limited to:
   - a. Maintaining Agent's financial responsibility, integrity and reputation;
   - b. Accessibility of the business to the public in compliance with applicable law;
   - c. Public convenience;

4.4 All Recreational Documents authorized to be sold by License Agent under this Agreement must be sold by the License Agent or License Agent's employees on the premises of License Agent's business or businesses as designated in this Agreement.

4.5 License Agent must not charge any fee for Recreational Documents or services other than the amount established by Oregon Revised Statutes, Oregon Administrative Rule, or as stated in the ELS.

4.6 Neither the License Agent nor the License Agent's employee(s), officers or agent(s) are employees, officers, or agents of the ODFW or of the State of Oregon, nor shall they make any claim of right, privilege, or benefit which would accrue to an employee, officer, or agent of the State of Oregon. The services rendered by the License Agent under this Agreement are those of an independent contractor. Not in limitation of the foregoing, neither the License Agent, its employees, officers, nor agents are officers, employees or agents (as those terms are used it the Oregon Tort Claims Act – ORS 30.265) of the State of Oregon or the Oregon Department of Fish and Wildlife.

4.7 Agent shall have no authority to act for or represent ODFW except in the retail sale of ODFW Recreational Documents and in the collection of ODFW Reports.

4.8 If, at any time during the term of the Agreement, a License Agent or any control person of the License Agent is convicted of a wildlife related offense, the Agent shall, within fourteen calendar (14) days, notify the Department in writing, of the conviction. Failure to provide such notice within fourteen calendar (14) days is a material breach of this Agreement and provides adequate grounds for termination of this Agreement. A "control person" of the License Agent is an owner or officer of a corporation or other legal entity whose responsibilities involve oversight of sale and issuance of ODFW Recreational Documents or collection of Reports.

4.9 If, at any time during the term of this Agreement, a License Agent or any control person of the License Agent is convicted of a wildlife related offense, such conviction shall be a material breach of this Agreement and will provide adequate grounds for termination of this Agreement.

5. Recreational Document Sales and Reports: The License Agent agrees to collect Reports and to sell and issue all ODFW Recreational Documents, which include, but are not limited to, fishing and hunting licenses, raffle tickets, tags, permits, federal H.I.P. surveys, and validations. Agent may only collect Reports and sell Recreational Documents using the Oregon Fish and Wildlife Electronic Licensing System (ELS), unless explicitly directed otherwise by ODFW. If License Agent utilizes payment card industry services, the following shall apply:

5.1 **Products or Services**. License Agent may desire to employ Value Added Services for assistance. License Agent shall not utilize any Value Added Services unless License Agent discloses such use to the State of Oregon's credit card processor in writing, and unless such Value Added Services are fully compliant with all applicable laws and Payment Network Regulations. Further, License Agent will require, through appropriate terms and conditions between License Agent and any third party offering such Value Added Services that the third party comply with all applicable Laws and Payment Network regulations.

5.2 **Security Program Compliance.** To the extent allowed by Oregon law, License Agent must comply with the requirements of the Cardholder Information Security Program of Visa, the Site Data Protection Program (SDP) of MasterCard and the Discover Information Security & Compliance (DISC) program of Discover, as applicable, and any modifications to, or replacements of such programs that may occur from time to time. License Agent also shall require, through appropriate terms and conditions between License Agent and any third parties from whom License Agent procures Value Added Services or Third Party Terminal Services, that such third parties comply with the requirements of those programs.

a. License Agent shall, at all times, comply with applicable requirements of the Payment Card Industry Data Security Standards (PCIDSS) and all applicable state and federal laws and regulations associated with processing, storage and/or transmission of cardholder and Transaction information.
b. License Agent is responsible for the actions and/or inactions of officers, employees and agents including any third party vendors with whom License Agent contracts to perform services associated with cardholder or Transaction information. License Agent is liable for, and will release the Oregon Department of Fish and Wildlife and the State of Oregon from any liability, loss, cost or expense (including fines) and indemnify the Oregon Department of Fish and Wildlife and the State of Oregon for any third party claims resulting from the violation of any of the program requirements stated in item 5.2 above by any of the individuals or entities listed in the immediately preceding sentence.

c. License Agent shall, at all times, protect the confidentiality of cardholder and Transaction information in accordance with all applicable laws and regulations, including the Oregon Consumer Identity Theft Act (ORS 646A.620 et seq.). License Agent will not disclose cardholder or Transaction information to any third party, except to an agent of the License Agent assisting in completing a Transaction, or as required by law or regulation.
d. License Agent must maintain all systems and media containing cardholder and Transaction information in a secure manner to prevent access by or disclosure to anyone other than authorized personnel. Further, License Agent must take all steps reasonably necessary to ensure that cardholder and Transaction information is not disclosed or otherwise misused. License Agent may not retain or store magnetic stripe, PIN or CVV2/CVC2 data after authorization for record keeping or additional authorizing processing.
e. License Agent shall immediately notify The Oregon Department of Fish and Wildlife of any known or suspected cardholder or Transaction information compromise of which it becomes aware involving Transactions under this Agreement whether such compromise occurred at(i) the License Agent (ii) a third party from whom License Agent procures services associated with this contract: or(iii) elsewhere.

6. Current Business Information: The License Agent must inform ODFW ASD prior to any changes in the following: the License Agent's business name, address, phone number, fax number, Data Connection information, such as MAC Address, business ownership, business management, Designee, and any banking or savings account assignment information relevant to the requirements of this Agreement. Active License Agent status is not transferable, and may not be used as a condition of sale of a business.

7. Electronic Fund Transfer Account: The License Agent must establish and maintain a dedicated electronic fund transfer account (the "EFT Account") with a financial institution that is a qualified Oregon depository under Oregon Revised Statutes Chapter 295 and related Oregon administrative rules, that has the capability for EFT Account draws, and that is acceptable to the State Treasurer for the deposit of all Recreational Document Funds. "Recreational Document Funds" are all of the monies that the License Agent receives from the sale of ODFW Recreational Documents and for the provision of other services specified herein, excluding the License Agent fee, and are considered Public Funds, as that term is defined on ORS 295.001.

7.1 License Agent must provide ODFW Administrative Services Division (ASD) with the following correct information about the EFT Account: name, telephone number and address of the bank, account and routing numbers and any applicable access information.

7.2 The License Agent must notify ODFW ASD in writing at least 14 calendar days prior to any changes in their EFT Account, including ownership, management, address, or telephone number change associated with the License Agent's EFT Account.

7.3 The License Agent may use the EFT Account solely for the deposit of ODFW Recreational Document Funds and may not deposit or otherwise transact any other moneys within the EFT Account other than Recreational Document Funds.

8. Recreational Document Funds Remittance: The License Agent agrees to pay the State of Oregon the Recreational Document Funds due as a result of Recreational Document sales by use of a weekly EFT.

8.1 The License Agent is liable for deposit of all Recreational Document Funds into the EFT Account, and must hold all Recreational Document Funds in trust for ODFW. The ODFW may access License Agent's EFT Account on a weekly basis, excluding weekends and holidays, to withdraw Recreational Document Funds.

8.2 The License Agent must deposit Recreational Document Funds in the EFT Account so that they are available in the EFT Account before the close of each business day. Recreational Document fees sold from 12:00 a.m. Sunday through 11:59 p.m. Saturday of the previous week will be electronically transferred (EFT/sweep) each Thursday.

8.3 ODFW may change these dates at any time by notifying the License Agent prior to the next scheduled withdrawal.

9. Non-Sufficient Funds Late Penalty: In the event a License Agent fails to have sufficient funds in the EFT Account when swept, ODFW may assess the License Agent a penalty of twenty five dollars ($25) for each NSF sweep.

9.1 The License Agent agrees that this amount is appropriate compensation to ODFW for failing to have the required funds available in the EFT Account at the time required by section 8.2.

9.2 Failure to remit the appropriate Recreational Document Funds at the time required by this Agreement shall constitute a material breach of the terms of this Agreement, which Agent may cure by depositing sufficient funds in the EFT account to pay ODFW all required amounts in addition to the NSF fee of $25 set forth above.

9.3 The License Agent understands and agrees that if the amount due has not been paid by the date of the next scheduled sweep, ODFW may inactivate the Agent's account in the ELS, and the License Agent will not be authorized to sell Recreational Documents until all balances due, including penalties, have been paid in full.

9.4 Upon review of the License Agent's account and financial history, ODFW may require a bond, a fund advance, savings account assignment, or bank letter of credit (or combination thereof) to secure payment of funds to ODFW under this Agreement. The amounts of any such bond, fund advance, savings account assignment, or letters of credit shall be determined by ODFW based on License Agent's sales and financial history.

9.5 If the License Agent receives three or more Non-Sufficient Funds Notifications within any continuous twelve month period, ODFW may terminate this License Agent Agreement License Agents who's Agreements are terminated by ODFW must keep all bank accounts associated with their Agreement, including the EFT Account, open until the Agent receives written notification from ODFW indicating that their EFT Account has been audited and that the EFT Account can be closed.

9.6 In the event a collection action of any kind is instituted on behalf of the ODFW to collect monies due under this Agreement, License Agent must pay all court costs, attorney and collection agency fees and interest at 15 percent per annum, plus any disbursements incurred by ODFW in the process.

10. Reconciliation of Daily & Weekly Account Notices: The License Agent is responsible for reconciling daily account notices. The License Agent is also responsible for immediately reporting any suspected discrepancies in their account notices to ODFW ASD.

11. Training: Prior to engaging in any sales Transactions under the Agreement, License Agent designated staff, including License Agent themselves, if applicable, must complete either an Initial Training or complete the User Training Module on the ELS. ODFW ASD may waive License Agent training for specific License Agents.

12. Login and Passwords: The License Agent is responsible for assigning all sales and administrative privileges to designated staff. The License Agent must ensure that all staff conducting Recreational Document sales and related activities associated with accessing or updating information via the ELS are assigned individual user names (Login) and passwords. The License Agent shall maintain and be responsible for the security of Agent's Logins and shall be liable for any access or use occurring through Licensee's Logins. Agent must promptly inform ODFW of any apparent breach of security, such as loss, theft or unauthorized disclosure or use of a Login of which Agent is or becomes aware.

13. Reporting Hardware and Software Problem: The License Agent must immediately report any problems or maintenance issues related to the ELS to the ODFW Agent Customer Service Center. The License Agent must ensure that its staff provides information requested by ODFW's Agent Customer Service Center and that staff report problems to the Center.

14. Limitation on Damages Claims: The License Agent agrees that ODFW and the State of Oregon are not liable for damages of any kind arising from ODFW's performance under this Agreement, and that the License Agent's sole remedy shall be to seek performance by ODFW of its obligations. This includes, but is not limited to, any claim for damages for lost revenue, lost License Agent fees, lost profits, lost earnings capacity, and attorney's fees resulting from such claim. The License Agent agrees to indemnify and hold ODFW and the State of Oregon (and their officers, employees and agents) harmless against any and all claims, suits, actions, losses, damages, liabilities, costs and expenses arising out of intentional, willful, reckless or negligent acts or omissions of License Agent, its Designee, employees, or agents under this Agreement. License Agent's obligations under this paragraph shall be subject to the conditions and limitations of the Oregon Tort Claims Act and the Oregon Constitution.

15. Specific Commitments Regarding ODFW and Oregon Fish and Wildlife Licensing System:

15.1 Duty Regarding ELS: The License Agent must safeguard the ELS and Recreational Documents provided by ODFW or ODFW's designated provider. At a minimum, the License Agent must provide a secure area for all Transactional equipment to prevent unauthorized access or damage. The License Agent must compensate ODFW for any loss or damage to the ELS, and Recreational Documents.

15.2 Equipment: The License Agent shall have sole responsibility for acquiring and maintaining Agent's own technology environment at Agent's own cost, including but not limited to PC's, laptops, tablets, cellular devices, printers, operating systems, servers, Internet access, local area networks and wide area networks. Agent shall also be responsible for making any necessary modifications to firewalls, proxy servers and other hardware and software necessary to use or access the ELS. Equipment must be satisfactory to meet ODFW minimum standards for Agent access to the ELS, which ODFW will provide upon request. Equipment must include a computing device, printer and supplies. Equipment shall be maintained (including security patches and upgrades) to minimize potential unauthorized access or loss and facilitate regular sales. Agent is solely responsible for unauthorized access to the ELS from Agent's site or through Agent's devices.

15.3 Connectivity: The License Agent must acquire and maintain, at the License Agent's cost, either a broadband Internet or other high-speed connection, or at the minimum, a dedicated voice grade telephone line. ODFW preference is for the License Agent to acquire a broadband or high-speed Internet connection. Agent shall provide the MAC Address and any other necessary information to facilitate a proper connection. The License Agent is responsible for any problems that may arise from the License Agent's use of a minimum grade phone connection. License Agent is responsible for the operation and security of its Internet connection. ODFW shall not be responsible for any unauthorized or unidentified access by third parties.

15.4 Actions at Agreement Termination: Upon termination of this Agreement, Agent shall return to ODFW all property owned by ODFW, including Recreational Documents. If the License Agent fails to return materials provided by ODFW, License Agent shall reimburse ODFW for the value of such materials.

16. Insurance: Agent shall maintain insurance as required by Attachment "B". Notwithstanding the foregoing, Agent may partially or completely satisfy its insurance obligations under this Agent Agreement by means of self-insurance.

17. Applicable Law: This Agreement will be governed by the laws of the State of Oregon, without regard to its principles of conflicts of laws. Any party bringing a legal action against the other party arising out of this Agreement shall bring the action in the Circuit Court of the State of Oregon for Marion County. Agent, by executing this Agreement, hereby consents to the jurisdiction of that court. The foregoing shall not be construed as (i) a waiver by ODFW or the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, or (ii) consent by the State of Oregon to the jurisdiction of any court.

18. Termination:

18.1 This Agreement may be terminated by mutual written consent of the parties.

18.2 License Agent Agreement Termination: The License Agent may terminate this Agreement by providing thirty (30) days prior written notice to ODFW ASD at the address below. License Agent must keep its EFT Account or EFT Accounts associated with its ODFW License Agent Agreement open until the License Agent receives written notification from ODFW indicating that ODFW has completed an audit of the EFT Account and that this Agreement is terminated.

18.3 Department Termination of License Agent Agreement: ODFW may terminate this Agreement for any reason by providing thirty (30) days' written notice to the License Agent.

18.4 Right to Immediate Termination: ODFW may terminate this Agreement effective upon delivery of written notice to the License Agent, or at such later date as may be established by the ODFW, under any of the following conditions:

a. If ODFW determines that the License Agent has violated any provision of this Agreement.

b. If ODFW determines that the License Agent furnished to ODFW any statement, representation, warranty, or certification in connection with this Agreement which is materially false, deceptive, incorrect, or incomplete.

c. If ODFW determines that the License Agent has jeopardized the integrity, security, or functionality of the Oregon Fish and Wildlife Licensing System.

d. If ODFW determines that the License Agent has made public statements or taken public actions that put ODFW, its policies or programs in a negative light.

e. If ODFW determines that License Agent has instituted (or has instituted against it) insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors or ceases doing business on a regular basis.

f. If ODFW determines that License Agent no longer holds any license or certificate that is required for License Agent to perform its obligations under the Agreement, and License Agent has not obtained such license or certificate within fourteen (14) calendar days after ODFW's notice.

g. If ODFW revokes Agent's authority to sell Recreational Documents pursuant to ORS 497.022(3).

18.5 No Prejudice. Any lawful termination of this Agreement shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination.

19. Merger, Amendment and Waiver: This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. This Agreement may be changed only by written amendment signed by both parties. ODFW's waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

20. Survival. All rights and obligations cease upon termination or expiration of this Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Agreement, including without limitation this Section, and provisions regarding Agreement definitions, liabilities, confidentiality and non-disclosure, Agent's representations and warranties, control of defense and settlement, remedies, return of Agency property, dispute resolution, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

21. Intended Beneficiaries. ODFW and Agent are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or may be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

22. Authority to Bind: The signatories to this Agreement represent and warrant that they have the authority to enter into this Agreement.

23. License Agent Contact Information: Any notices to ODFW required by this Agreement must use the following contact information:

23.1 **Physical Location:** Oregon Department of Fish and Wildlife Headquarters' Office
4034 Fairview Industrial Dr. SE
Salem, OR 97303

23.2 **Mailing Address:** Oregon Department of Fish and Wildlife
4034 Fairview Industrial Dr. SE
Salem, OR 97303

23.3 **Fax Number:** 503-947-6117

23.4 **Phone:** For Agent Account/Licensing Assistance call License Services 503-947-6115 or 6101

24. **Privacy Clause: Regarding Personal information collected, used or acquired in connection with this Agreement:**

24.1 Any personal information License Agent collects, uses or acquires in connection with this Agreement may be used solely for the purposes of this Agreement. License Agent, Designee, and all of License Agent's employees must not release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons such personal information without the express written consent of ODFW, or as otherwise required by law. License Agent must implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

24.2 ODFW reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the License Agent through this Agreement. The monitoring, auditing or investigating

may include (but is not limited to) "salting." Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database. License Agent must certify the return or destruction of all personal information upon expiration of this Agreement.

24.3 If License Agent breaches any of the provisions of this section, ODFW may terminate the Agreement and demand return of all personal information, in addition to any other remedies available by law.

24.4 For purposes of this section, personal information includes but is not limited to information identifiable to an individual that relates to their health, finances, education, business, use or receipt of governmental services, or other activities. These include, but are not limited to, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

24.5 Agent agrees to comply with all present and future laws and regulations relating to the privacy of individually identifiable information.

25. Assignment and Delegation: License Agent shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of ODFW. ODFW's consent to any subcontract (or other delegation of duties) does not relieve License Agent of any of its duties or obligations under this Agreement. This Agreement is binding upon and inures to the benefit of each of the parties, and, except as otherwise provided, their permitted legal successors and assigns.

26. Force Majeure: Neither party is responsible for delay or default caused by an unallocated risk such as fire, riot, and acts of God or war, or by any other cause not within the control of the party whose performance is interfered with, and, which by the exercise of reasonable diligence, the party is unable to prevent.

27. Records: License Agent must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. License Agent acknowledges and agrees that ODFW and the Oregon Secretary of State's Office and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of License Agent that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. License Agent shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

28. **CERTIFICATIONS AND SIGNATURE OF LICENSE AGENT'S AUTHORIZED REPRESENTATIVE.**

THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF LICENSE AGENT.

The undersigned certifies under penalty of perjury both individually and on behalf of License Agent that:

A. The undersigned is a duly authorized representative of License Agent, has been authorized by License Agent to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of License Agent;

B. The individual signing on behalf of License Agent hereby certifies and swears under penalty of perjury that: (a) License Agent is not subject to backup withholding because (i) License Agent is exempt from backup withholding, (ii) License Agent has not been notified by the IRS that License Agent is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified License Agent that License Agent is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of License Agent, s/he has authority and knowledge regarding License Agent's payment of taxes, and to the best of her/his knowledge, License Agent is not in violation of any Oregon tax laws named in ORS 305.380(4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue, including the Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-Employment Tax; and (c) the supplied License Agent data is true and accurate.

C. To the best of the undersigned's knowledge, License Agent has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in

obtaining any required subcontracts. Agent shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

D. License Agent and License Agent's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf;

E. License Agent's Federal Employee Identification Number or Social Security Number provided by Agent to ODFW is correct;

F. License Agent is bound by and will comply with all requirements, terms and conditions contained in this Agreement; and

G. License Agent ___is / ___is not a nonresident alien as defined in 26 USC § 7701(b)(1) (check one).

I, the undersigned, have read, understand and agree to the conditions of this Agreement.

LICENSE AGENT'S BUSINESS LOCATION ADDRESS:	
CONTACT PERSON/EMAIL:	
CORPORATE/BUSINESS NAME:	
CORPORATE/BUSINESS MAILING ADDRESS: (Attach agent locations/addresses)	
DATE OF INCORPORATION:	

SOLE PROPRIETOR OR PARTNERSHIP ONLY

DATE OF BIRTH: _____

CERTIFICATION - PLEASE CHECK ONE OF THE FOLLOWING:

☐Sole ☐Partnership ☐Corporation ☐Other (IDENTIFY)

SIGNATURES

LICENSE AGENT	OREGON DEPARTMENT OF FISH AND WILDLIFE
Signature	Signature
Print Name	Print Name James Spencer
Print Title	Print Title Chief Financial Officer
Date	Date

Attachment "A"

1. **Definitions:**

1.1. Agent Customer Service Center: The ODFW Operations Unit manages Agent Tier I support.
1.2. Bond: A bond issued by an entity on behalf of a second party, guaranteeing that the second party will fulfill an obligation or series of obligations to a third party. In the event that the obligations are not met, the third party will recover its losses via the bond.
1.3. Designee: A person who can act in place of the Agent and is thereby responsible for ensuring the adherence to this Agreement by the License Agent. Corporations may assign designee status to store personnel by positions.
1.4. EFT: Electronic Funds Transfer
1.5. ELS: Electronic Licensing System provided by ODFW
1.6. Initial Training: The training provided by ODFW upon initiation of this Agreement.
1.7. Data Connection: High speed Internet connection, dial up Internet connection, or dedicated phone line.
1.8. License Agent: Is an entity authorized to sell Recreational Documents through the ELS. License Agent personnel include the business owner and authorized corporate personnel.
1.9. License Year: Begins January 1st and ends December 31st
1.10. Report means information provided to ODFW regarding the results of a big game, turkey, or other hunting and angling effort and harvest.
1.11 Payment Device means any device used for the purpose of obtaining credit or debiting a designated account including a credit card, debit card, electronic check, electronic benefits transfer card, stored value card or other similar device.
1.12 PIN means a personal identification number.
1.13 Transaction, Transactions, Transactional means an action by a Cardholder using a Payment Device that results in acting on the Cardholder's account.
1.14 Third Party Terminal means a terminal, other point of sale device, or software provided to a License Agent by any entity other than Nova Information Systems, Inc. or its authorized designee.
1.15 ODFW: Oregon Department of Fish and Wildlife
1.16 ODFW ASD: The Oregon Department of Fish and Wildlife Administrative Services Division.
1.17 POS: Point of Sale
1.18 Public Funds: Has the meaning set forth in ORS 295.001(16). All Recreational Document Funds are Public Funds.
1.19 Recreational Documents: Licenses, tags, permits, raffle tickets, and adjunct items such as hunting/fishing regulations and other compliance/educational materials etc.
1.20 Recreational Documents Funds: All monies, excluding agent fees, collected from the sale of Recreational Documents.
1.21 NSF: Non-Sufficient Funds
1.22 Value Added Services: Any product or service provided by a third party unaffiliated with MSA or Member to assist Merchant in processing Transactions, including without limitation, internet payment gateways, integrated POS devices, inventory management and accounting tools, loyalty programs, fraud prevention programs and any other product or service that participates, directly or indirectly, in the flow of Transaction data.

Attachment "B"

Insurance Requirements:

Agent shall obtain at Agent's expense the insurance specified in this Attachment "B" to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Agent shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Department. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Agent shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY
All employers, including Agent, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Agent shall require and ensure that each of its subcontractors complies with these requirements. If Agent is a subject employer, as defined in ORS 656.023, Agent shall also obtain employers' liability insurance coverage with limits not less than $500,000 each accident. If Agent is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than $500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence. Annual aggregate limit shall not be less than $2,000,000.

ADDITIONAL INSURED:
The Commercial General Liability insurance required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Agent's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

CERTIFICATE(S) AND PROOF OF INSURANCE:
Agent shall provide to Department Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Department has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION:
The Agent or its insurer must provide at least 30 days' written notice to Department before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:
Agent agrees to periodic review of insurance requirements by Department under this Agreement and to provide updated requirements as mutually agreed upon by Agent and Department.