

- Application Assistant IS Not A DOJ Employee: The Application Assistant performing under this agreement is not an employee of the State of Oregon or the Department of Justice, except Civil Rights Unit (CRU) employees, nor is the Application Assistant considered to be an agent of the State of Oregon or the Department of Justice in any manner whatsoever, except for DOJ CRU employees, volunteers, or interns. The Application Assistant will not hold himself/herself out as, nor claim to be an agent, officer or employee of the Department of Justice or the State of Oregon by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an agent, officer or employee of the Department of Justice or the State of Oregon, except for DOJ CRU employees, volunteers, or interns. CRU employees, volunteers, and interns will not assert or imply any authority regarding ACP acceptance.
- Application Assistant IS Not Responsible for Conduct of Program: The parties recognize that the role of the Application Assistant is limited to the scope of work specified in this agreement. Application Assistants play no role in, and bear no responsibility for, the administration of the program.
- Termination: This agreement shall be terminated if the Application Assistant leaves the program/organization noted on this agreement. The Application Assistant must notify the program upon leaving the program/organization. At the discretion of the department, a new agreement may be issued upon request by a trained Application Assistant.
- Termination for Default: The Department of Justice may, by written notice, terminate this agreement in whole or in part for failure of the Application Assistant to perform any of the provisions hereof.
- Termination for convenience: The Department of Justice may, at its sole discretion, terminate this Agreement for its convenience upon thirty (30) days' prior written notice by the Department of Justice to the Application Assistant.
- Withdrawal of Funds: Should funds budgeted for the Department of Justice be withdrawn or reduced by the source of those funds, the Department of Justice may, by written notice, immediately terminate this agreement in whole or in part. The Department of Justice may, in its sole discretion, determine whether a withdrawal of funds renders necessary or appropriate the termination of the agreement pursuant to this provision.
- Non-Assignability: The Application Assistant may not delegate any duty, nor assign any right, under this agreement without the written consent of the Department of Justice.
- Amendment: This agreement may only be amended by the mutual consent of both parties hereto. Any agreement amendment must be in writing.
- Litigation Venue: This agreement shall be governed by the laws of the state of Oregon, and venue of any suit between the parties arising out of this agreement shall be the Superior Court of Marion County, Oregon.
- Inclusiveness: This agreement contains the entire agreement of the parties. Any understandings not contained in this agreement are not a part of this agreement, unless such understandings are written, signed by all parties, and attached hereto.

Application Assistant:

Signature (Electronic signatures are not accepted)

Date

**State of Oregon
Acting by and through its Department of Justice:**

By: _____
ACP Coordinator

Date