



SERVICES CONTRACT BETWEEN THE NAVAJO NATION AND



Consultant's Legal Name as shown on Form W-9 & Certificate of Insurance

Consultant's physical address, state, and zip code

Consultant's telephone number

Navajo Nation Administrative Purposes Section

The Parties acknowledge that the terms within this section, while referenced in the Contract, are noted here for Navajo Nation administrative purposes only. Except for the Begin Date, End Date, and Original Contract Amount, changes to the terms shown within this box do not require Modification of this Contract.

Contract Number: _____

Begin Date: Date OOC Contract Letter **OR** Specific Date: _____
Select one

End Date: Specific Date: _____ **OR** _____ months from Begin Date
Select one

Payments to be made from:

Amount to Encumber

Account: _____ - _____
 Account: _____ - _____
 Account: _____ - _____

Fees: \$ _____
 Expenses: \$ _____
 Taxes: \$ _____

Original Contract Amount: \$ _____

Employer Identification No./Consultant's SSN: _____
this number must match Form W-9

Mutual Promises and Agreements

This Services Contract ("Contract") is made and entered into by and between the Navajo Nation, hereinafter called the "**NATION**," and _____, hereinafter called the "**CONSULTANT**." Collectively, the **NATION** and the **CONSULTANT** are the "**PARTIES**." The **PARTIES** agree as follows:

1. **Documents Constituting the Contract.** The following Contract Documents are considered collectively the Contract, and the term Contract, whenever used, shall be deemed to include all such documents:
 - .1 this Services Contract;
 - .2 Exhibit A – Scope of Work;
 - .3 Exhibit B – Budget & Accounting Codes;
 - .4 Exhibit C – Consultant Additional Terms & Conditions, if provided; and if applicable
 - .5 Exhibit D – _____; and
 - .6 Exhibit E – _____.

2. **Entire Agreement.** The **PARTIES** acknowledge and agree that the provisions contained in this Contract constitute the complete understanding of the **PARTIES** and that there are no promises or representations between the **PARTIES** other than those set forth herein.

- 3. Identification of Services.** The **CONSULTANT** agrees to perform the services as described in Exhibit A – Scope of Work (“Work”). Any changes to the Work must be agreed to by the **PARTIES** in a Modification executed pursuant to the requirements of this Contract.
- 4. Contract Number.** After this Contract’s execution, the Office of the Controller (“OOC”) shall assign this Contract a Contract Number, which it shall provide to the **PARTIES** via Notice (“OOC Contract Letter”). Additionally, the Contract Number shall be shown in the Navajo Nation Administrative Purposes Section on page 1 of this Contract (“Administrative Purposes Section”), once established.
- 5. Contract Term.** The Contract Term is the duration for which this Contract shall remain in effect and shall last from the Effective Date, inclusive of the Begin Date, until the End Date. No change to the Contract Term, including either the Begin Date or End Date, is effective without a Modification executed pursuant to the requirements of this Contract.
- .1 Effective Date.** The Effective Date of this Contract shall be the date of execution by the Navajo Nation President, or other branch chief if executed by the Judicial or Legislative Branch, (“Navajo Nation Signatory”) as shown in the signatures of this Contract.
 - .2 Begin Date.** The Contract Term’s Begin Date shall be the date of issuance of the OOC Contract Letter as described in Article 4 above, unless another date is indicated in the Administrative Purposes Section.
 - .3 End Date.** The Contract Term’s End Date shall be the date indicated in the Administrative Purposes Section. This Contract shall expire on the End Date unless terminated earlier.
- 6. Compensation.**
- .1 Original Contract Amount.** The **NATION** shall compensate the **CONSULTANT** for the Work performed under this Contract by paying a sum not to exceed \$_____ (“Original Contract Amount”), as detailed in Exhibit B – Budget & Accounting Codes, which includes the applicable Navajo Nation and local government sales tax amounts for Work performed within the territorial jurisdiction of the **NATION**, as described in Article 23 below.
 - .2 Full consideration.** The **CONSULTANT** hereby acknowledges and agrees that payment of the Original Contract Amount constitutes full and adequate consideration for all Work fully and satisfactorily performed and for all applicable taxes, permit fees, licensing fees, registration fees, surety costs, insurance, or any other expenses necessary or convenient for the **CONSULTANT** to perform under this Contract.
- 7. Authorized Representatives.** The **CONSULTANT** shall work with the _____ (*Contracting Program*), in performing Work under this Contract and shall at all times be under the direction of the **NATION’S** Authorized Representative. The Authorized Representative for the **PARTIES** are named below:

Navajo Nation Authorized Representative

Consultant’s Authorized Representative

Name

Title

Phone

E-mail

Mailing Address

Name

Title

Phone

E-mail

Mailing Address

- .1 **Supervision.** Only the **NATION'S** Authorized Representative, or someone formally delegated in writing by the **NATION'S** Authorized Representative via Notice, may assign tasks related to the Work under this Contract. No cooperative, joint supervision, or joint approval authority involving person(s) other than the **NATION'S** Authorized Representative, whether **NATION** employee or other person(s), shall be permitted unless through a Modification to this Contract that sets forth the extent of decision-making, supervision, and approval authority of the **NATION'S** Authorized Representative and such other person(s).
- .2 **Change of Representative.** Either **PARTY** may change its Authorized Representative provided in this Article without a Modification to this Contract by sending Notice pursuant to this Contract.

8. Licenses & Registration Required.

- .1 **Business registration required.** The **CONSULTANT** shall be licensed and registered to do business within the Navajo Nation, as is applicable to the business structure. All documents regarding such registration shall be provided to the **NATION** prior to the execution of this Contract and must be active and valid for the Contract Term. The **CONSULTANT** shall immediately notify the **NATION** if such registration is suspended, revoked, expired, or otherwise not in effect.
- .2 **State License.** When applicable for the Work to be provided under this Contract, the **CONSULTANT** shall hold, in the state where the Work is performed, a current and valid license from the appropriate State Licensing Board or Agency, which license is customarily maintained in the industry. Said License must be maintained as active and current for the entire Contract Term. The **CONSULTANT** agrees to immediately notify the **NATION'S** Authorized Representative if such license is suspended, revoked, expired, or otherwise not in effect.
- .3 **Documentation required.** The **CONSULTANT** must submit written documentation of all required licenses and registrations to the **NATION'S** Authorized Representative. The **NATION** may terminate this Contract for material breach if the **NATION** determines that the **CONSULTANT** has failed to submit the required documentation.
- .4 **Licensed and registered subcontractors required.** Any subcontractors used by the **CONSULTANT** in its Work shall be duly registered and licensed to practice their professions in the Navajo Nation and in the State where the work is performed. Use of unregistered or unlicensed subcontractors shall constitute a material breach, and the **NATION** may terminate this Contract.

9. **Pre-Contract Costs.** The **NATION** may, within its own discretion, pay costs incurred before the Effective Date of this Contract that the **NATION** deems reasonable, allowable, and allocable to the performance of Work under this Contract provided that such costs are not are not paid under any other contract between the **CONSULTANT** and the **NATION**.

10. **Reimbursable Expenses.** The **CONSULTANT** may incur reimbursable expenses in connection with providing Work under this Contract, provided however, that: (1) the total amount of reimbursable costs is included within the Budget and noted as part of the Original Contract Amount; and (2) the **NATION** shall authorize all reimbursable expense in writing, in advance of the cost incurred. The **CONSULTANT** shall not receive reimbursement for expenses in excess of the Original Contract Amount. All reimbursable expenses shall be compensated at the **CONSULTANT'S** actual cost incurred with no addition of administrative fee or profit.

11. **Travel Expenses.** The **CONSULTANT** may incur reasonable travel expenses in connection with providing services to the **NATION** under this Contract; For such travel expenses to be eligible for reimbursement pursuant to Article 10, the **NATION'S** Authorized Representative must approve the travel in writing before said expenses are incurred.

12. Invoice Requirements; Copies.

- .1 Contract Number Required.** The **CONSULTANT** shall include the Contract Number on all invoices for payment it submits to the **NATION**.
- .2 Payment Approval Required.** No payment shall be authorized or remitted to the **CONSULTANT** unless the **NATION'S** Authorized Representative approves in advance and in writing the Work performed and has approved the corresponding invoice(s) submitted by the **CONSULTANT**. All invoice expenditures must be supported by receipts evidencing verification and itemization of Work provided to the **NATION**.
- .3 Final Invoice.** The **CONSULTANT** shall submit the final invoice(s) no later than thirty (30) calendar days following the expiration or termination of this Contract.
- .4 Copies.** Copies of all Work Product, documents, reports, related correspondence, invoices, and other information or documents regarding the Work under this Contract shall be provided to the **NATION'S** Authorized Representative no later than thirty (30) calendar days following the expiration or termination of this Contract.

13. Correspondence; Notices.

- .1 Correspondence.** All correspondence relating to this Contract sent by either **PARTY** to the other shall be sent by e-mail to the **PARTY'S** Authorized Representative.
- .2 Notices.** Any Notice relating to this Contract sent by either **PARTY** to the other shall be sent in writing by e-mail to the **PARTY'S** Authorized Representative, copying NNDOJ.Notice@navajo-nsn.gov, with a second, paper copy, hand delivered or physically mailed to the **PARTY'S** address via certified or registered United States Postal Service mailing with return receipt requested.
- .3 Correspondence and Notice served.** Correspondence and Notice shall be deemed duly served to the receiving **PARTY** as of, whichever is earlier: (a) if e-mailed, the first business day immediately following its transmittal; (b) if hand delivered, when delivered in person to the **PARTY'S** Authorized Representative or to a member or officer of the **CONSULTANT**; and (c) if sent by certified or registered mail, the confirmed delivery date by the United States Postal Service.

14. Availability of Funds.

- .1 Appropriations required.** Pursuant to 2 N.N.C. § 223, all contracts shall have sufficient funds available to perform the services under this Contract. The obligation of the **NATION** to pay the **CONSULTANT** the entire Original Contract Amount, or any portion thereof, or any amounts under all Modifications to this Contract, shall be contingent upon the availability of funds, from whatever source.
- .2 Termination for non-appropriations.** Pursuant to the Navajo Nation Procurement Act, 12 N.N.C. §§ 301-80, and the Navajo Nation Procurement Rules and Regulations, BFMV-07-23, as may be amended from time to time ("Procurement Act and Regulations"), if funds adequate to support continuation of performance under this Contract are not appropriated, or are otherwise unavailable, for any reason and any fiscal period subsequent to the period for which this Contract is entered into, then the **NATION**, at its sole discretion, may terminate this Contract.
 - .1 Effective date of termination.** If such non-appropriation occurs, the **NATION** shall terminate this Contract for non-appropriation by giving the **CONSULTANT** immediate Notice of such early termination, which will be effective the same date as the law or order making the non-appropriation, and the **CONSULTANT** may be paid only for the reasonable value of any non-recurring costs incurred as a direct result of the Work performed under this Contract up to the date of termination depending upon the source of funding for this Contract and any other available funding at that time, solely within the **NATION** discretion.

- .2 **NATION'S decision is final.** The **NATION'S** decision as to whether sufficient appropriations or authorizations are available is final and shall be accepted by the **CONSULTANT**.
- .3 **Non-appropriation includes.** In this Contract, the term "non-appropriate" or "non-appropriation" includes the following actions by the Navajo Nation Council: deauthorization, reauthorization, or revocation of a prior authorization.

15. Ownership & Use of Work Product.

- .1 **Navajo Nation Ownership of Work Product.** The **CONSULTANT'S** intangible and tangible Work Product, intellectual property, and creative work provided pursuant to this Contract, which is embodied in any medium of expression, now known or later developed, such as, without limitation, notes, studies, surveys, estimations, plans, designs, handouts, presentations, digital models, websites, and other similar materials, including the overall form as well as the arrangement and composition of spaces and elements in the medium, is and shall remain the sole property of the **NATION**. With respect to such, the **NATION** shall have unlimited rights to any work product used or developed by **CONSULTANT** in the delivery of Work for its internal use only and shall not sell, transfer, market, or otherwise distribute any originals or copies thereof to any third party. As to all persons other than the Navajo Nation, such Work Product is an Instruments of Service of the **NATION**.
- .2 **No Claims by Consultant.** The **CONSULTANT** shall not own or claim a copyright in such Work Product, and, unless otherwise indicated herein, the **NATION** shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b); with respect thereto, the **CONSULTANT** agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws.
- .3 **Limitation on Use.** The **CONSULTANT** is granted a limited license to use and reproduce applicable portions of the Work Product and other Contract Documents appropriate to, and for use in, the execution of the Work. The **CONSULTANT** may retain for its records one copy of the Work Product for use solely with respect to the Work under this Contract, and which shall not be used by the **CONSULTANT** on other projects or for additions to the Work under this Contract that is outside the Work without the prior written consent of the **NATION**. All copies of such Work Product, except the **CONSULTANT'S** record set, shall be returned or suitably accounted for to the **NATION**, upon request, at the expiration or termination of this Contract.

16. Navajo Nation Intellectual Property.

- .1 **Ownership.** The **CONSULTANT** agrees and acknowledges that the **NATION** owns its own intellectual property, regardless of form, independent of this Contract, including its family of Trademarks, such as those containing the word "NAVAJO;" and further agrees that it will do nothing inconsistent with or infringing upon such ownership. The **CONSULTANT** agrees that nothing in this Contract shall give **CONSULTANT** any right, title, or interest in any intellectual property of the **NATION**, and agrees that it will not attack the title of the **NATION** to any of its intellectual property.
- .2 **Separate Trademark License Required.** The **CONSULTANT** agrees that prior to any use of a **NATION** trademark, it will enter into a separate License Agreement with the **NATION**, approved by the Navajo Nation Department of Justice ("NNDJ"), regardless of the use's connection with this Contract. Failure to do so shall be cause for the **NATION** to terminate this Contract for breach.
- .3 **Publicity.** The **CONSULTANT** shall be permitted to use, without need for prior written permission or a License Agreement, the **NATION'S** name in client lists, proposals, and other non-public communications. The **CONSULTANT** shall not be permitted to use the **NATION'S** name in advertising, sales promotion, or publicity matter without the prior written consent of the **NATION**.

17. Record Retentions; Right to Inspect.

 Consistent with the Procurement Act and Regulations, the **CONSULTANT**

shall keep and maintain books, records, documents, and other materials related to this Contract for a period of five (5) years from the date of issuance of final payment. The **CONSULTANT** agrees that the **NATION** may, after issuing a Notice of Inspection/Audit to the **CONSULTANT**, inspect the **CONSULTANT'S** work site and place of business that is related to the performance of Work under this Contract and may audit any such documents and records at a mutually agreeable time during the Contract Term and in the five (5) year period following final payment.

The **CONSULTANT** agrees to have an authorized individual execute and have notarized a release authorizing the **NATION** to release the **CONSULTANT'S** ledgers, books, records, documents, or other materials related to the performance of Work under this Contract should such information be required by a governmental agency under an agreement with the **NATION** for purposes of an audit by such agency of such documents and records. The **CONSULTANT** agrees that said executed release shall constitute permission for the disclosure of otherwise protected information pursuant to the Navajo Nation Privacy Act, 2 N.N.C. § 85(A)(5)(d) and 2 N.N.C. § 86(C), as may be amended from time to time.

18. Indemnification. To the fullest extent permitted by law, the **CONSULTANT** agrees to hold harmless and indemnify the **NATION** and its divisions, departments, offices, agencies, boards, commissions, committees, employees, officers, officials, and agents against any and all losses, costs, damages, claims, expenses, accidents or injury to person or property, attorney's fees, or other liabilities whatsoever (collectively, "Claims"), for any injury, illness, disease, or death to persons and for any damage to **NATION** property arising under, related to, or in connection with this Contract except to the extent such Claims, as provided for and in accordance with the Navajo Nation Sovereign Immunity Act ("NNSIA"), 1 N.N.C. §§ 551-55, as may be amended from time to time, are directly caused by the gross negligence or wanton and willful conduct of the **NATION**, its officials or its employees.

19. Consultant is an Independent Contractor. The **CONSULTANT** shall perform and conduct all activities under this Contract as a private independent contractor and neither **CONSULTANT** nor its employees are, or shall be considered, employees of the **NATION** employees or receive any benefits to which the Navajo Nation's employees are entitled.

.1 Responsibilities as Independent Contractor. In its capacity as an independent contractor, **CONSULTANT** agrees and represents, and the **NATION** agrees, that **CONSULTANT**: (a) has the sole right to control and direct the means, manner, and method by which the Work will be performed; (b) shall utilize its own employees, facilities, equipment, tools, and supplies in performing the Work; (c) is not eligible to participate in, and is not eligible for coverage under any **NATION** employee benefit plans or offerings; and (d) is free to make its services available to third parties. Neither **PARTY** shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other.

.2 No Employment Taxes. The **CONSULTANT** is responsible for payment of all taxes related to this Contract, and except as otherwise provided in Article 23 below, the **NATION** is not responsible for withholding, and shall not withhold, income taxes, FICA, unemployment taxes, or other taxes of any kind from any payment it owes to **CONSULTANT**, nor shall the **NATION** be responsible for remitting the employer's share of employment taxes to federal or state governments.

20. Partners, Successors, Subcontractors. All provisions, conditions, and covenants contained in this Contract shall extend to and be binding upon each of the **CONSULTANT'S** successors, heirs, assigns, executors, administrators, employees, officials, and agents, including all of the **CONSULTANT'S** subcontractors, and the term "Consultant," whenever used herein or in any other Contract Document, attachment, or exhibit, shall be deemed to include all such successors, heirs, assigns, executors, administrators, employees, designees, consultants, officials, agents, and subcontractors.

21. No Third-Party Beneficiaries. Notwithstanding any provision of Navajo Nation law, whether codified or

uncodified, or any Navajo Nation common or fundamental law, no provision of this Contract shall be construed as conferring any rights to, and may not be invoked by or for the benefit of, any other person or entity that is not one of the signatory **PARTIES**.

22. Assignments Restricted. The **CONSULTANT** shall not in any manner whatsoever assign, convey, transfer, or sublet any rights to this Contract or any interest therein, any Work under this Contract, or any monetary claims against the **NATION** relating to this Contract, without the prior written consent of the **NATION**. Any attempted assignment without such prior consent shall be void; said consent may be granted, granted upon conditions, or withheld at the **NATION'S** sole discretion.

23. Navajo Nation taxes. The **CONSULTANT** shall comply with all applicable Navajo Nation tax laws and is subject to and shall be liable for payment of the Navajo Nation Sales Tax ("Navajo Sales Tax"), 24 N.N.C. §§ 601-24, as may be amended from time to time, and the Navajo Nation Sales Tax Regulations, Tax-18-233, as may be amended from time to time, at the then-prevailing rate, on gross receipts for all Work performed within the territorial jurisdiction of the Navajo Nation, except that Work performed within the To'Nanees'Dizi Local Government ("Tuba City Chapter") or the Kayenta Township is subject to their respective local sales taxes, as may be amended from time to time. In addition to being subject to Navajo Sales Tax, the **CONSULTANT** is subject to local sales tax on gross receipts for the Work performed within a governance-certified chapter that imposes a local sales tax pursuant to a duly enacted local tax ordinance and the Uniform Local Tax Code, 24 N.N.C. §§ 150-56, as may be amended from time to time.

- .1 Consultant responsibility.** The **CONSULTANT** is solely responsible for payment of all applicable taxes.
- .2 Identification of taxable activity.** The **CONSULTANT** shall segregate, on each invoice, the Work performed within and outside the territorial jurisdiction of the Navajo Nation, and shall itemize the Navajo Sales Tax within and outside the jurisdictions of governance-certified chapters that impose a local sales tax.
- .3 Withholding.** The **CONSULTANT** acknowledges and agrees that the **NATION** shall withhold from each payment to the **CONSULTANT** the applicable Navajo Sales Tax and/or local sales tax due from the total invoice amount associated with Work performed within the Navajo Nation and within governance-certified chapters that impose a local sales tax, excluding Tuba City Chapter and Kayenta Township. The amount withheld reflects the Navajo Sales Tax and/or local sales tax due on such invoice amounts at the then-prevailing rate. The Navajo Nation shall transfer the withheld amount to the Office of the Navajo Tax Commission ("ONTC") as payment of the Navajo Nation Sales Tax and/or local sales tax on behalf of the **CONSULTANT**.
- .4 Filing and other payments.** The **CONSULTANT** shall indicate on its quarterly tax return or returns required for Navajo Sales Tax and/or local sales tax that this amount has been previously withheld and paid to ONTC. The **CONSULTANT** acknowledges that the **NATION'S** withholding of amounts pursuant to this Article in no way removes the **CONSULTANT'S** responsibility as a taxpayer for timely filing of tax returns and timely payment of amounts that the **CONSULTANT** may owe for taxes.
- .5 Other applicable taxes filing and payments.** The **CONSULTANT** is subject to the Tuba City Chapter Sales Tax on gross receipts for Work performed within the Tuba City Chapter pursuant to the To'Nanees'Dizi Local Government Tax Code, as may be amended from time to time, and shall pay the sales tax directly to the To'Nanees'Dizi Local Government. The **CONSULTANT** is subject to the Kayenta Township Sales Tax on gross receipts for Work performed within the Kayenta Township pursuant to the Kayenta Township Tax Ordinances, as may be amended from time to time, and shall pay the sales tax directly to the Kayenta Township. The **NATION** shall not withhold this portion of the tax that is directly payable to Tuba City Chapter or Kayenta Township.

24. Debts owed; Right to offset. The **CONSULTANT** acknowledges that pursuant to the Navajo Business and Procurement Act, 12 N.N.C. §§ 1501-16, as may be amended from time to time, the **CONSULTANT**, in its present

form or in any other identifiable capacity as an individual, business, corporation, partnership, or other entity, is eligible to do business with the **NATION**. The **CONSULTANT** further acknowledges and agrees that, at any time, if the **CONSULTANT** has an outstanding money judgment against it in favor of the **NATION** or there exists a delinquent accounts receivable debt for whatever reason that is due and owing to the **NATION** by the **CONSULTANT**, or other such related individual or entity, then the **NATION** may, upon due Notice to the **CONSULTANT**, offset its money claim against any amount owed for Work under this Contract.

25. Modifications. Any Modifications to this Contract shall be made only by a duly approved written amendment, signed and executed by the signatories of the **PARTIES** to this Contract. Unless explicitly delegated signatory authority in a separate, written instrument by the Navajo Nation Signatory, the **NATION'S** Authorized Representative is prohibited from executing Modifications to this Contract.

.1 Prior approval required. The **NATION'S** Authorized Representative shall determine that the Modification is reasonably related to the Work; all Modifications must be approved in writing by the **NATION'S** Authorized Representative prior to consideration and execution by the Navajo Nation Signatory.

.2 Equitable Adjustment. Any equitable adjustment to the Original Contract Amount or Contract Term resulting from changes to the Work that affect the **CONSULTANT'S** performance shall be made as a Modification to this Contract according to the fees, costs, reimbursements, or other payments as specifically described in this Contract.

.3 20% Limitation if bid used. If the Original Contract Amount is based on a bid as defined in the Procurement Act and Regulations submitted by the **CONSULTANT** and accepted by the **NATION**, pursuant to 2 N.N.C. § 223(F), all Modifications shall not exceed, in the aggregate, twenty percent (20%) of the accepted amount.

.4 BRD approval required. Regardless of whether the **CONSULTANT'S** selection was based on a submitted bid, pursuant the Navajo Nation Business Opportunity Act ("NBOA"), 5 N.N.C. §§ 206(F), as may be amended from time to time, any Modification that results in a cost increase greater than twenty percent (20%) of the Original Contract Amount or that substantially modifies the Work shall be subject to review and approval by the Navajo Nation Business Regulatory Department ("BRD") for compliance with the purpose of the NBOA. Should BRD determine a Modification is not compliant, then the Modification shall not be executed, and the content of the Modification solicited separately using competitive selection.

26. Termination. The **NATION** may terminate this Contract at any time upon ten (10) days advanced Notice to the **CONSULTANT**, in the event that the **CONSULTANT** breaches or fails to comply with any of the conditions of this Contract, provided that the **CONSULTANT** shall have thirty (30) calendar days to cure any breach or failure on which the **NATION** bases its decision to terminate.

.1 Non-compliance or violation of laws. The **NATION** may terminate this Contract for breach if the **NATION** determines in writing that the **CONSULTANT** has violated any applicable law or regulation regardless of such non-compliance or violation's connection with this Contract.

.2 Falsification, lack of documentation. The **NATION** may terminate this Contract for breach if:

.1 it determines that any statement or documentation regarding any licensing, business registration, insurance coverage, or debts owed, is false; or

.2 the **CONSULTANT** fails to submit reports and other documents as requested by the **NATION** within defined time schedules in the reasonable, sole discretion of the **NATION**; or

.3 the **CONSULTANT** fails to submit to the **NATION** verification of invoices for payment to the satisfaction of the **NATION**.

.3 Financial responsibility, solvency. The **NATION** may terminate this Contract for breach if:

- .1 the **CONSULTANT** becomes insolvent, or its insolvency is imminent, or the **CONSULTANT** files for bankruptcy under any chapter of federal law; or
 - .2 the provider of the **CONSULTANT'S** insurance is not solvent or its insolvency is imminent; or
 - .3 the **NATION** receives notice that the **CONSULTANT** has failed to pay its employees, suppliers, consultants, subcontractors, or other ancillary firm(s) for any Work under this Contract.
- .4 Debarment, suspension.** The **NATION** may terminate this Contract if the **NATION** or any of its political subdivisions, enterprises, or other related entities, or if any federal or state governmental entity has for any reason debarred or suspended the **CONSULTANT** in its present form or any other identifiable capacity as an individual, business corporation, partnership, or other entity. Such debarment or suspension shall be considered effective notwithstanding any appeal, and shall be effective unless and until conclusively resolved in favor of the **CONSULTANT**.
- .5 Termination for unsatisfactory Work; breach.** The **NATION** may terminate this Contract if the:
- .1 the **NATION** determines in writing, at its own discretion, that the Work of the **CONSULTANT** does not satisfactorily comply with the terms of this Contract; or
 - .2 the **CONSULTANT** is otherwise in breach of any material term or condition of this contract.
- .6 Termination for Convenience.** At its own discretion and pursuant to the Procurement Act and Regulations, the **NATION** shall have the right to terminate this Contract for its own convenience. In such cases, the termination shall be effective as of the date noted by the **NATION** in its Notice and the **CONSULTANT** shall not be able to cure such termination.
- 27. Right to Assurance.** If at any time prior to the completion of Work, the **NATION** has reason to believe that the **CONSULTANT** does not intend to or is unable to complete the Work, the **NATION** may demand in writing that the **CONSULTANT** submits written assurance of intent to complete performance. Failure to provide such assurance within ten (10) business days shall be deemed a response that the **CONSULTANT** will not complete the Work and the **NATION** may terminate this Contract.
- 28. Insurance Coverage.** The **CONSULTANT** shall, at its sole expense, procure and maintain adequate insurance coverage for all of the **CONSULTANTS** potential liabilities as recommended and verified by the Navajo Nation Risk Management Program ("RMP") for the Contract Term. The insurance coverage shall name the **NATION** as an additional insured, and proof of such insurance and verification by RMP shall be provided to the **NATION**. The **CONSULTANT** shall notify the **NATION'S** Authorized Representative and the RMP, c/o The Navajo Nation, P.O. Box 1690, Window Rock, Arizona 86515, within three (3) business days of any change in the insurance policy. The **CONSULTANT'S** failure to fully comply with this provision shall void this Contract. The **NATION** shall be responsible for purchasing and maintaining its usual liability insurance.
- 29. Governing Law.**
- .1 Navajo Nation law governs.** Navajo Nation law governs the interpretation of this Contract. The **CONSULTANT** shall comply with all Navajo Nation laws now in force and effect or as hereafter may come into force and effect, and as they may be amended from time to time.
 - .2 Navajo Preference in Hiring.** In the hiring of any employees (under an employer-employee relationship) who will perform Work primarily on the Navajo Nation, the **CONSULTANT** shall comply with all provisions of the Navajo Preference in Employment Act, 15 N.N.C. §§ 601-19, as may be amended from time to time.
 - .3 Other laws.** The **CONSULTANT** shall comply with all laws and regulations of the United States applicable to the Work to be performed under this Contract.
- 30. Navajo Nation Jurisdiction.** By voluntarily entering into and executing this Contract, the **CONSULTANT**

expressly consents to the full territorial, administrative, legislative, executive, and judicial jurisdiction of the Navajo Nation, including but not limited to, the jurisdiction to regulate, adjudicate disputes, and to levy fines or enter judgments for injunctive relief and/or compensatory and punitive damages, in connection with all activities conducted by the **CONSULTANT** within the Navajo Nation or which have a proximate (legal) effect on persons or property within the Navajo Nation, regardless of an activity's relation to this Contract. The **CONSULTANT** hereby acknowledges and agrees that this Contract constitutes a voluntary consensual relationship between the **CONSULTANT** and the government of the Navajo Nation.

- 31. Sovereign Immunity.** Nothing in this Contract shall be considered a waiver, express or implied, of the sovereign immunity of the Navajo Nation, except to any limited extent provided for in the NNSIA.
- 32. Dispute Resolution.** Any and all claims and disputes arising under, related to, or in connection with this Contract will be resolved first through negotiation between the **PARTIES** under the laws of the **NATION**; then, if negotiation does not resolve a claim or dispute, the **NATION** may pursue legal action.
- .1 Exclusive Remedy.** The dispute resolution provisions provided herein shall constitute the sole and exclusive remedy to any dispute or controversy arising from this Contract and shall be a complete defense to any suit, claim, action, or proceeding in any federal, state, or tribal judicial or administrative tribunal that falls outside the scope of these provisions.
- .2 Post-termination; post-expiration.** Regarding any dispute or controversy arising from this Contract, the dispute resolution provisions herein shall survive the termination or expiration of this Contract.
- .3 Challenges limited.** By entering into and executing this Contract, the **CONSULTANT** expressly covenants and agrees that it shall not contest or challenge the territorial, administrative, legislative, executive or judicial jurisdiction of the Navajo Nation on the basis that such jurisdiction is inconsistent with the status of the Navajo Nation as an Indian tribal Nation, or that the Navajo Nation government is not a government of general jurisdiction, or that the Navajo Nation government does not possess full police power (i.e., the power to legislate and regulate for the public's general health and welfare) over all lands, persons, activities, transactions, or occurrences within its territorial boundaries, or on any other basis.
- 33. Conflicting & Additional Terms.** Any additional terms and conditions of the **CONSULTANT** are attached hereto and incorporated into this Contract as Exhibit C – Consultant Additional Terms & Conditions (“Exhibit C”), provided that, however, in the event of any conflict between this Contract’s Mutual Promises and Conditions and Exhibit C, the Mutual Promises and Conditions shall control and govern. Additionally, any additional terms and conditions not explicitly included in this Contract and that have not received explicit NNDOJ legal review and approval shall have no force or effect.
- 34. Severability.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or incapable of being enforced under any rule of law, all other conditions and provisions of this Contract shall nevertheless remain in full force and effect.
- 35. Capitalized Words.** Capitalized terms in this Contract include those that are specifically defined in this Contract, the titles of numbered articles, or the titles of Exhibits or other documents incorporated into this Contract.
- 36. Designee inferred.** Use or reference to a **PARTY**, title, or department includes reference to any Designee authorized in writing to make any determination, give any approval, or take any other action required or permitted by the reference.

[Signature of the Contract on the next page]

NAVAJO NATION SERVICES CONTRACT WITH: _____
Consultant's Name

Signatures of the Contract

For the Consultant

Signature

Title

Date

For the Navajo Nation

Navajo Nation Signatory

Title

Date

NAVAJO NATION SERVICES CONTRACT WITH: _____
Consultant's Name

EXHIBIT A – SCOPE OF WORK

ATTACH SCOPE OF WORK TO THIS PAGE
(include the Work timeframe)

EXHIBIT B – BUDGET & ACCOUNTING CODES

ATTACH THE BUDGET TO THIS PAGE

The budget total must equal the total shown in Article 6 of the Contract and elsewhere in the Contract Documents.

Also provide the Accounting Codes below:

<u>Account Number</u>	<u>Name</u>	<u>Item Totals</u>
_____ - _____	Fees:	_____
_____ - _____	Expenses:	\$ _____
_____ - _____	Taxes:	\$ _____
	Total Original Contract Amount	\$ _____

NAVAJO NATION SERVICES CONTRACT WITH: _____
Consultant's Name

EXHIBIT C – CONSULTANT ADDITIONAL TERMS & CONDITIONS

Does the Consultant have additional terms and conditions to include in the contract? Yes No

IF YES, ATTACH CONSULTANT'S ADDITIONAL TERMS TO THIS PAGE

NAVAJO NATION SERVICES CONTRACT WITH: _____
Consultant's Name

EXHIBIT D – _____

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IF APPLICABLE, ATTACH EXHIBIT D DOCUMENTS TO THIS PAGE

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NAVAJO NATION SERVICES CONTRACT WITH: _____
Consultant's Name

EXHIBIT E – _____

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IF APPLICABLE, ATTACH EXHIBIT E DOCUMENTS TO THIS PAGE
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