

types of actions within the purview of the TR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspections necessary in connection with the performance of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the written interpretations of the technical requirements of the statement of work; to monitor the Contractor's performance under the contract and notify the Commission of any deficiencies observed.

***Commission's Authorized Officer***

All contractual administration will be carried out by the Commission's Authorized Officer. Communications pertaining to contract administration matters will be addressed to:

The Industrial Commission of North Dakota  
Attention: Karlene Fine  
State Capitol 14<sup>th</sup> Floor  
600 E Boulevard Ave Dept 405  
Bismarck, North Dakota 58505-0840

The Commission's Authorized Officer is the only person authorized to approve changes in any of the requirements under the contract.

8. Access to Records  
The Commission, the State Auditor of the State of North Dakota, and the Office of the Attorney General of the State of North Dakota, and their duly authorized representatives, shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts.
9. Compliance with Law  
The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.
10. Indemnity and Insurance  
The Contractor shall save and hold harmless the State of North Dakota and the Commission, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this agreement. The Contractor shall obtain adequate liability insurance coverage, including, at a minimum, the maximum limits on damages established pursuant to N.D.C.C. §32-12.2-02.
11. Ownership of Work Product  
All work product of the Contractor resulting from this contract shall be governed by North Dakota Administrative Code Chapter 43-03-06.
12. Nondiscrimination  
Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
13. Applicable Law  
This agreement shall be governed by and construed in accordance with the laws of the State of