

# COMPANY ADMINISTRATOR AGREEMENT

Oregon State Bar

**PARTIES.** The parties to this Amendment are the **OREGON STATE BAR**, PO Box 231935, Tigard, OR 97281-1935 ("OSB"), \_\_\_\_\_ ("Company") and \_\_\_\_\_ ("Company Administrator").

The OSB offers law firms and other entities with in-house legal departments the ability to obtain firm-wide access to bar administrative and regulatory compliance information about their associated Oregon bar members through company administrator access. The purpose of this access is to allow authorized individuals to assist bar members in handling bar administrative and regulatory compliance-related tasks.

The OSB provides each company administrator with a unique login credential for use with bar systems. This credential allows company administrators to update a law firm's or an associated member's contact information, disassociate an associated firm member, order and see prior member product purchase information, and access associated members' licensing compliance information. This credential also allows company administrators to submit compliance forms and pay assessments on behalf of associated members.

In consideration for OSB providing company administrator access to bar systems, the undersigned Company and Company Administrator agree:

**1. Members Bear Responsibility for Regulatory Compliance.** Under Oregon law and the Bar Rules of Procedure, Oregon State Bar members bear individual responsibility for meeting all regulatory compliance requirements and maintaining their licenses in good standing. A

company administrator's neglect, error or omission will not excuse a member's regulatory noncompliance.

**2. Confidentiality.** Company Administrator agrees to keep login credentials confidential and not to share login credentials with any other person. Any additional company administrators must submit a signed authorization form and obtain a separate company administrator login credential.

**3. Company Termination.** Company may request to terminate a Company administrator's access at any time by notifying the OSB of the request together with the company administrator's name. All requests to terminate a company administrator's access must be sent to [companyadmin@osbar.org](mailto:companyadmin@osbar.org). The OSB will provide email confirmation when access has been terminated.

**4. OSB Termination, Access Fees and Service Outages.** The OSB may, in its sole discretion, terminate Company Administrator's access to the bar's systems at any time and for any reason. Company administrator access is offered to Company free of charge; the OSB reserves the right to implement a fee for access to recover administrative costs at a future time, after providing written notice to Company. From time to time, the OSB may temporarily disable company administrator access to perform system updates, as needed.

**5. Indemnification and Release.** Company agrees to indemnify, defend and hold Bar harmless, as well as its officers, board members, employees and agents, from any liability, loss, damage, cost or expense (including attorney fees and other costs and expenses of litigation through and including trial and appeals) arising from actual or threatened claims or causes of action resulting from the negligent, reckless or intentional acts

or omissions of Company or its respective officers, directors, employees, agents, contractors, members or participants in accessing bar systems or changing or submitting information with company administrator login credentials.

**Authority to Sign.** This Agreement must be signed by Company's managing partner or an individual with equivalent authority to bind the entity (*e.g.*, general counsel).

**COMPANY**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
OSB No.: \_\_\_\_\_  
Date: \_\_\_\_\_

**OREGON STATE BAR**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COMPANY ADMINISTRATOR**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_