

STATE OF OREGON
STATUTORY SURETY BOND OF SCHOOL AUTHORIZED TO CONFER
DEGREE

Surety bond #: _____

We, _____, as principal, and business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the State of Oregon Higher Education Coordinating Commission (HECC), in the sum of \$_____ lawful money of the United States of America to be paid as provided in ORS Chapter 348, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to confer degrees subject to the provisions of ORS chapter 348, and is required to obtain and file a statutory bond in the sum of \$_____ with good and sufficient surety as required pursuant to ORS Chapter 348, as currently amended by HB 3516 (2015) to demonstrate the principal is financially sound and capable of fulfilling its commitments to students.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond. The bond shall become effective on _____.

This bond shall be subject to the following:

1. The bond shall be continuous until cancelled by the Surety or released by the Obligee, whichever occurs earlier.
2. HECC reserves the right, at any time, to terminate this bond, except as to any liability already incurred or accrued, by 30 days of written notice of such termination to Surety. Such cancellation shall not limit the responsibility of the surety for liability incurred or accrued prior to the date of termination.
3. The Surety may cancel this bond and be relieved of further liability by giving sixty day's written notice to the Office, at 775 Court Street NE, Salem Oregon 97310-0103, but such cancellation shall not affect any liability incurred or accrued prior to the termination of the notice period.
4. The Surety is liable under the bond until the latest of the following dates:
 - a.) The date specified in the notice to HECC that the bond or letter of credit is cancelled.
 - b.) The 30th business day after the date the surety or institution mails the notice to the HECC that the bond or letter of credit is canceled; or
 - c.) The date on which HECC receives the notice from the surety or institution that the bond or letter of credit is canceled.
5. For purposes of this bond, an Oregon student or enrollee is defined as either a student residing in Oregon and enrolled in classes at any site of the school above, or a student residing outside of the State of Oregon, but enrolled in classes at the school's Oregon site. Tuition and fees are considered unearned in total if instruction for the course for

which the tuition and fees were paid was not completed and/or a grade was not assigned to the student.

6. Any student, enrollee, or person eligible under ORS Chapter may bring an action in his or her own name on the bond for the recovery of the amount of unearned tuition and fees.
7. The Principal must provide education services without fraud or fraudulent representation and in compliance with ORS chapter 348 and any applicable rules adopted by HECC.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this _____ day of _____, 20__.

Surety by:

Principal by:

Company Name

Name

Signature

Signature

Title (e.g. Attorney-in-Fact)

Title

Address

Address

City State Zip

City State Zip

**SEND BOND TO: Higher Education Coordinating Commission
775 Court Street NE
Salem, OR 97310-0103
Telephone: (503) 947-5945**