

and binding upon Employee. Any conflict between the Code and any provision of this Agreement shall be resolved in favor of this Agreement.

8.14. Force Majeure.

Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. Force Majeure shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, pandemic, accident, fire, wind or flood or because of any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government or because of any act of God.

8.15. Captions.

All captions in this Agreement are included for convenience only and do not constitute, nor are incorporated in, the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed, intending to be legally bound by its provisions upon approval of the Board of Regents of the Nevada System of Higher Education.

BOARD OF REGENTS OF THE NEVADA SYSTEM
OF HIGHER EDUCATION

PATRICIA CHARLTON, EMPLOYEE

By: _____

By: _____

Date: _____

Date: _____