Georgia College & State University Terms and Conditions

Relationship of Parties: The parties are independent contractors with respect to one another and to this Agreement and shall not be construed to be the agent of the other under any circumstances. Neither party shall make any express or implied contracts, warranties, guarantees or representations or incur any debt in the name of, or on behalf of, the other or be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized in writing.

Non-Exclusive Rights: This Agreement is not exclusive. The University reserves the right to select other contractors to provide services similar to the Services described in this Agreement during the term of the Agreement.

No Minimums Guaranteed: This Agreement does not guarantee any minimum level of purchases or use of Services.

Intellectual Property:

- Rights. The University shall retain all right, title, including all related intellectual property rights, in its property. Such intellectual property rights include, but are not limited to, copyrights, patents, or trademarks. This Agreement is not a sale and does not convey any rights or ownership in or related to the service being performed. Use of University's name or trademarks is only allowed with the express written consent of the appropriate University official.
- Research. Except that if Contractor substantially contributes to written materials regarding the research and/or research results, such materials will be published with joint authorship with any faculty member of Georgia College also involved in preparing written materials.

Right to Inspect/Preservation of Records: University reserves the right to inspect any directly pertinent books, documents, papers, and records of the Parties involving transactions related to this Agreement until the expiration of three (3) years after final payment hereunder or the services has been provided, whichever is later.

Termination:

- Appropriation. The parties to this Agreement agree and understand that the continuation of this Agreement is dependent upon and subject to the appropriation, allocation, availability of funds for this purpose. The parties to this Agreement also agree that in the event the University, or body responsible for appropriation of said funds, in its sole discretion, determines in view of its total operations that available funding for the payment of the costs for this Agreement is insufficient to continue, it may choose to terminate this Agreement by giving Contractor written notice of said termination, and this Agreement shall terminate immediately without any further liability to Contractor.
- Termination. The University may terminate this Agreement and Contractor access to the University's facilities at any time and in its sole discretion, with or without prior notice, and without any liability to Organization.

Time is of the Essence: Time is of the essence with respect to the performance of the terms of the Agreement. Contractor shall ensure that all personnel providing services to the University are responsive to the University's requirements and requests in all respects.

Deposits: University will not make any advance payments or deposits prior to the completion of services contracted for herein.

Compliance: Both parties shall comply with the University System of Georgia Board of Regents Ethics Policy. The Board prohibits any form of discrimination, harassment or retaliation against or by any member of the faculty, staff, administration, student body, volunteers, or visitors based upon race, color, religion, sex, national origin, age, whistle-blower status, disability, gender identity or expression, genetics, or any other characteristic protected by state or federal law. Both parties and their employees will be required to know and adhere to the Title IX and sexual misconduct policy.

Default: In case of default, the University reserves the right to hold the other party responsible for any actual expenses incurred.

Entire Agreement: This Agreement, together with the other attachments hereto, constitutes the entire agreement between the parties and supersedes any agreements, whether written or oral, between the parties with respect to the purchase order hereof, whether expressed or implied, and shall bind the parties. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to this Agreement, except as in this Agreement expressly set forth.

Modification: This Agreement contains all the terms between the parties and may be amended only in writing by express written consent and signed by both parties.

Severability: Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the Agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

Assignment: Nothing in this Agreement shall be construed to permit the assignment by any party of any rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the University. No such assignment or transfer shall relieve the non-University party from its obligations and liabilities under the Agreement.

Force Majeure: Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or and Governmental agency, strikes, fires, floods, accidents, pandemics, or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof.

Headings: The headings of this Agreement are for the purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof.

Intellectual Property: The University shall retain all right, title, including all related intellectual property rights, in its property. Such intellectual property rights include, but are not limited to, copyrights, patents, or trademarks. This agreement is not a sale and does not convey any rights or ownership in or related to the service being performed. Use of University's name or trademarks is only allowed with the express written consent of the appropriate University official.

Non-Discrimination in Employment: It has been and will continue to be the policy of and to be an equal opportunity University. All decisions of admissions and employment are based on objective standards that will further the goals of equal opportunity. is committed to assuring that all programs and activities are readily accessible to all eligible persons without regard to their race, color, religion, gender, national origin, ancestry, age, disability, Vietnam-Era and/or disabled veteran status, nor any protected class under relevant state and federal laws, and in accordance with University policy, sexual orientation.

State Security/Background Checks: Each USG institution shall review services provided by its suppliers and assess the risk when the services require regular interaction with students, employees, monies, sensitive or confidential data, or regular access to secured facilities containing critical institutional-level infrastructure. When an institution determines that background checks of suppliers' employees should be required, the institution must seek appropriate contractual protections, including requiring that the supplier obtain appropriate background checks for all such supplier employees and defend, indemnify, and hold harmless the Board of Regents of the University System of Georgia for failing to do so. Suppliers shall be fully responsible for implementing and enforcing all appropriate background check requirements. Additionally, suppliers maintain full responsibility for the actions of their employees and contractual provisions shall provide that suppliers shall defend, indemnify, and hold harmless the Board of Regents of the University System of Georgia for the actions of the
suppliers' employees.

Disclosure: This Agreement may be subject to public disclosure pursuant to the Georgia Open Records Act, O.C.G.A. § 50- 18-70 et seq.

Right to Inspect: University reserves the right to inspect any directly pertinent books, documents, papers, and records of the Parties involving transactions related to this Agreement until the expiration of three (3) years after final payment hereunder or the service has been provided, whichever is later.

Notice: Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given upon the mailing thereof, postage prepaid, by certified or registered mail, return receipt requested, addressed to the other party at the address set forth below, or at such other address as either party shall designate to the other in writing hereafter: Notices shall be sent to the University as follows: Either Vice President for Finance and Administration or Provost, and the Office of Legal Affairs. All such notices shall be effective when deposited in the United States Mail.

Waiver: Except as specifically provided for in a waiver signed by duly authorized representatives of the University and the Contractor, failure by either party at any time to require performance by the other party

or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

Indemnification: The Contractor shall indemnify and hold harmless the University, its officers, its agents, and its employees from all loss, cost, and expense arising out of any liability or claim of liability for injury or damages to persons or property sustained or claimed to have been sustained by any one whomsoever, by reason of the use or occupancy of University facilities, whether such use is authorized or not, or by any act or omission of Contractor or any of its officers, its agents, and its employees, guests, patrons, or invitees. Contractor shall pay for any or all damage to the property of the University, or loss or theft of such property, done or caused by such persons.

Laws: This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia, without regard for its conflicts of laws provisions.

Jurisdiction and Venue: In the event that any litigation or other legal proceedings shall arise under or in connection with this Agreement, such litigation or other legal proceedings shall be conducted in the state courts located within Fulton County, Georgia. Furthermore, Contractor consent to jurisdiction and venue in the state courts in Fulton County, Georgia, and hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.

Sovereign Immunity: Nothing in this Agreement shall be construed as: (a) a denial to either Party of any remedy or defense available to it under the laws of the State of Georgia or Federal law; (b) the consent of the State of Georgia or its agencies and agents to be sued; or (c) a waiver of sovereign immunity, any other governmental immunity, or any constitutional or statutory rights of the State of Georgia and the Board of Regents of the University System of Georgia acting by and on behalf of Georgia College & State University beyond the extent of any waiver provided by law.

Anti-BDS Campaign against Israel: Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this contract not to engage in, a boycott of Israel, as defined in O.C.G.A 50-5-85.

Personnel Suitability. University is allowing Organization to assign employees or subcontractors to complete the order of the contract. Organization may replace or change employees and subcontractors in their sole discretion with other suitably qualified employees or subcontractors. Should University be reasonably dissatisfied with the performance or behavior of one of Organization's employees or subcontractors, University may request, in writing, the replacement of that person immediately. Should Organization not replace the employee or subcontractor University may terminate contract immediately.

Information Security: Vendor agrees to remain compliant with applicable federal, state, and Customer's policies and procedures including GCSU Information Security Operational Procedures for establishing a secure information environment and agrees to assume the liability for any breach of security, or exposure of data that affects said services to the extent that Vendor is responsible for said breach or exposure. The Vendor must notify GCSU of any breach of the security of the system within 24 hours following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The Vendor further agrees to assume its share of the costs of notifying individuals of data exposure that affects said services, as required by federal or state regulation or GCSU policy, including, but not limited to

GCSU's Personal Identity Information Data Breach Procedure, to the extent that the Vendor is responsible for said data exposure." If Vendor is engaged in credit card processing on behalf of GCSU, the vendor agrees to follow GCSU's PCI-DSS Compliance Procedures by providing Attestation of PCI-DSS Compliance documentation and/or PA-DSS Compliance documentation annually to Georgia College.

By signing below, I agree these terms and conditions are effective immediately, and thereafter, unless amended.

BY and on behalf of Vendor:

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Signature/Date