Agreement

This agreement, executed this 17th day of June, 2019, by and between the Rector and Visitors of the University of Virginia (the “University”) and Hampton Inn, (India Road) (the “Hotel”).

Term

The term of this Agreement will be for two years effective upon execution of this Agreement, with the ability to renew on the same or similar terms and conditions for four (4) additional two-year periods. The Hotel and the University will mutually agree at least 180 days prior to each renewal option whether to renew the terms of this Agreement.

Witness

The Purchasing Manual for Institutions of Higher Education and their Vendors (the “Manual”) specifies those policies which govern the purchasing processes at specifically designated publicly-funded colleges and universities who are eligible to be or are governed by Subchapter 3 of the Restructured Higher Education Financial and Administrative Operations Act, § 23-38.88 et seq. of the Code of Virginia and Chapters 824 and 829, Acts of Assembly, 2008. Section 7 of the Manual details the exceptions to competitive requirements. The University, acting in full compliance with the Manual, engaged in negotiation to establish multiple lodging and conference facility (the “goods and Services”) Agreements with local Charlottesville, Virginia vendors. The University and the Hotel wish to express in this Agreement the specific basis on which the Hotel will provide the Goods and Services to the University.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

1. Contents
   These documents are hereby incorporated into this Agreement:
   A. Agreement Attachment 1, Contractual Provisions and
      Procedure for Resolution of Contractual Claims

To the extent that the terms of the various Agreement documents are in conflict, the terms of this Agreement, Agreement Attachment 1

2. The services provided by the Hotel will include, but not be limited to, the following:
   A. General Lodging Services will include:
      1. Accept cancellations for room reservations up until 4 PM on the day of arrival for no charge for all reservations involving nine or less rooms. If reservations are not cancelled by 4 PM, a “no show” charge may be applied for the first nights room and tax.
      2. Accept reservations associated with any cooperative contracted pricing for which the University may qualify (for example: General Services Administration (“GSA”), Educational and Institutional Cooperative Purchasing (“E&I”), US Communities, etc.)
      3. Provide complimentary breakfast, internet access, and parking for University booked business.

B. Conference Services will include:
   Hampton Inn does not offer meeting rooms or conference services
C. Customer Service will include
   1. Return phone calls and emails from the University within three business hours
   2. Provide phone support hours (seven days a week between the hours of 7:30 AM and 7:00 PM Eastern Time)
   3. Provide an account manager specifically assigned to manage the University’s account. This individual will be the main contact for all University issues beyond those of which are typically handled by the front reservation desk. Such as, but not limited to: quality issues, payment and billing questions, and large group/conference reservation requests.
      a. Account Manager:
         Doris Oliphant
         Phone: 434-978-7888
         Email: Doris.Oliphant@hilton.com
      b. Notify reserving University departments, individuals, and the University Contract Administration ("UCA"), identified in section J, of any expected, unexpected, planned, or unplanned changes or occurrences to the Hotel’s facilities or immediate surrounding areas which may impact reservations negatively. Such as, but not limited to: construction, flooding, pest control issues (bed bugs), or the closure of onsite recreational amenities or restaurants for whatever reason.
      c. Provide, when required by the Hotel, the University Departments with a simple University Approved Order Confirmation Document for the Hotel ("OCD") to sign (see Attachment 3). During the term of this Agreement, the Hotel agrees not to present or request for signature any other contract, agreement, direct bill application, and/or an OCD other than the University approved OCD shown in Attachment 3. The OCD form should only be used for group (10 or more people) and/or conference services reservations, not individual or small group reservations (9 or less people).

D. Technology will
   1. Allow for the University to make lodging reservations via a third party booking tool that operates using information pulled from the Global Distribution System ("GDS"). The ensure that the GDS tool functions correctly, with up to date accurate reservation information, the Hotel will ensure all availability in the GDS with live content and pricing.

E. Fees
   1. Federal and State per diem rates
      a. The Hotel will extend Federal and State per diem rates for lodging with the following restrictions:
         i. Individuals must present a personal issued federal / state identification upon check-in. For additional clarification, the University of Virginia Faculty / Staff identification cards will be recognized as acceptable state identification and be granted the state per diem rates.
         ii. These rates do not have last room availability and are subject to an allotment per night.
2. Lodging Rates
   a. 20% off Best Available Rate ("BAR"). BAR rates can be seen on the Hotel’s website and are to be
      made available until the last room is sold.
   b. There are no blackout dates for the University rates
      c. At the time of booking, the Hotel will do a price analysis. If 20% off of the BAR being offered on the
day of check-in is lower than the room rate booked at the time of reservation, the Hotel will charge the
University the lower rate of the two. If the hotel is offering a room at a lower rate, the Hotel will
complete the reservation at this lower rate. The Hotel guarantees that the 20% University discount is
the highest discount being offered and equates to the lower room rate available. This will be known as
the "UVA Lowest Rate Guarantee"
   a. Group Lodging (defined as groups of 10 rooms or more) will be negotiated per reservation, but at a
minimum the University will receive at least the 20% off of BAR.
   b. Courtesy room blocks of 10 or more rooms are considered group lodging.
1. Conference Room Rates & Fees
   c.
2. Catering Rates & Fees
   d.
3. AV Equipment Rental Fees
   a.
   4. Additional service charge fees:

F. Attrition and Cancellation Terms
   1. For transient lodging (defined as being a reservation with 9 or less rooms), please see section 2.A.1
   2. For group lodging
      a. The minimum number of rooms that must be associated with a reservation before attrition or
cancellation fees may apply is 10 rooms.
      b. All rooms that are proven to be used by persons attending the event shall be counted in the Room
Block. These include, but are not limited to: all persons who, for whatever reason, do not receive the
Group rate – late reservations, corporate rates, government rates, etc.
      c. Any pre and/or post nights rooms proven to be used by persons attending the event shall be
counted in the Room Block. These include, but are not limited to: all persons who, for whatever
reason, do not receive the group rate – late reservations, corporate rates, government rates, etc.
      d. Any transient University business (defined as being a reservation with 9 or less rooms) occurring
within 3 days pre or post of the group lodging shall be counted in the Room Block. These include, but
are not limited to: all persons who, for whatever reason, do not receive the group rate – late
reservations, corporate rates, government rates, etc.
      e. The attrition and cancellation fees will only apply if the Hotel is unable to resell the rooms
      f. Attrition or cancellation invoices will be set after the date of the event
g. Calculations and percentages used for lodging attrition fees are as follows:

<table>
<thead>
<tr>
<th>Days before Check-in</th>
<th>Allowable % Attrition</th>
<th>% Charge beyond allowable amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time of reservation – 15 days</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>14 – 0 days</td>
<td>50%</td>
<td>100% of quoted room price</td>
</tr>
</tbody>
</table>

h. Calculations and percentages used for lodging cancellation fees are as follows. Cancellation calculations are made after allowable attrition allowances have been applied.

<table>
<thead>
<tr>
<th>Days before Check-in</th>
<th>% Charged for cancellation of group reservation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time of reservation – 15 days</td>
<td>No charge</td>
</tr>
<tr>
<td>14 – 0 days</td>
<td>100%</td>
</tr>
</tbody>
</table>

3. For Courtesy Blocks
   a. Courtesy block is defined as group lodging (10 or more rooms) held on the behalf of the University with the intent of guests completing reservations on own and with their own payment.
   b. In the event that rooms reserved in a courtesy block are paid for with the University Travel & Expense card, all charges will be counted toward University spend and be subject to the University rebate (see section G.2)
   c. Courtesy Blocks will be subject to the same attrition and cancellation policies as group lodging.
   d. The Hotel agrees to communicate with the University Department holding the courtesy block as attrition deadlines approach. Hotel will communicate at least five (5) days prior to first attrition deadline to confirm whether and when to release any unfilled rooms.

4. For Catering Services:

G. Rebates and Certificates
   1. The Hotel will rebate the University with 2 complimentary room night certificates each year. The room rebate will be given in the form of room certificates that are good for one night’s stay at the
Hotel and will be valid for one year from the date of issue. The certificates are transferable and can be used by anyone the University assigns them to.

2. The certificates may be sent via e-mail directly to the UCA (see section J) or the certificates can be mailed to the University no later than the 30th of each January, with the expiration date reading 1 February of the subsequent year (if the certificates are sent on 30 January 2019, the expiration date should read 1 February 2020). The certificates will be sent to:
   Attention: Raegan Harouff
   1001 North Emmet St.
   PO Box 400202
   Charlottesville, VA 22904

In the event that the certificates are not sent or postmarked by the date specified above (30 January), the hotel agrees to give 1 additional certificate per week of delinquency. Additional certificates should be received at the above address no later than 1 week after the due date. The first week of delinquency will be applied on January 31st and in increments of seven days thereafter.

3. The Hotel will pay the University a 5% rebate (the “University rebate”). The rebate will be paid quarterly. The 5% rebate is based upon all University business paid via the Travel & Expense card (“T&E Card”) to the Hotel.

4. The Hotel will register and participate in the annual Travel Expo. The hotel will commit to providing a door prize with a minimum of $100.00 USD value.

H. Ordering and Payment Processes
   1. No prepayments or deposits will be required
   2. The Hotel will accept the University T&E Card as the method of payment for the Hotel’s Goods and Services. At the time of reservation, the Hotel will
      a. Provide the University with a lodging rate as details in Section E.
      b. Collect needed guest information
      c. Collect T&E Card information to be used for payment
   d. If applicable, the Hotel may also request for the University department to sign the Hotel’s QCD.
   3. At the time of guest check-in, the Hotel may collect from the guest a form of payment to be used for non-allowable charges.
   4. If there is a problem with the University’s T&E Card on file to be used for payment, the Hotel will not let that disrupt the check-in process. After check-in has been completed the Hotel will contact the University department T&E Card holder and/or the appropriate University’s T&E Card Administrator(s) (identified in section J).
   5. For clarification, the University T&E Card being used for payment will
      a. Not match that of the name of the guest checking in
      b. Will not be present at time of check-in.
      c. Third party credit card authorization form will not be required
   6. At check out, the Hotel will charge University allowed charges to the T&E Card and send an itemized billing summary to the T&E Card holder.
I. Auditing and Quality Control Services will include

1. Hotel may not charge fees higher than those listed in Section E. If during the term of this Agreement it is discovered that the Hotel is charging higher fees than those detailed in this Agreement, then the Hotel will send a check to the University for the amount of
   a. A University contract compliance audit fee of $200
   b. The total amount of all overcharges discovered in the University pricing audit. Pricing audit will go back at least 12 months.

2. The Hotel agrees to submit a report of all University T&E Card spend with rebate on a quarterly basis. These reports can be mailed to the address above (Section G.1) or electronically to
   Patrick Wood, Procurement Specialist, wpw9r@virginia.edu, 434-924-3507

3. The Hotel will ensure that only allowable charges are charged to a University T&E Card. Allowable charges are: room and tax only, unless otherwise specified by the cardholder. Any non-business charges (personal nature) such as movies, laundry, spa services, etc. would be classified as non-authorized. The hotel must provide the T&E card holder an invoice at time of checkout detailing all charges to their T&E Card.

4. Hotel will take T&E Card information over the phone or directly through the Hotel’s website reservation system, and will not ask for T&E Card numbers to be faxed or e-mailed. Third party credit card authorization form will not be required for T & E card use. Card holders may give permission to the Hotel to keep their T&E card information on file to be used for future reservations. If permission is granted, Hotel will store the University T&E Card information in a secure environment in compliance with PCI requirements. If the T&E card holder does not grant permission, Hotel will use card information exclusively for the single transaction and then delete the information in a secure manner.

J. Contract Administrators
The individuals named below will serve as the identified Contract Administrators for their respective areas:

University Contract Administrator ("UCA")
Raegan Harouff
University Travel Manager
Department of Procurement and Supplier Diversity Services
University of Virginia
Office: 434-924-4354

Travel and Expense Card Administrator
Office Hours: Monday thru Friday, 7 AM to 4 PM Eastern Standard Time
Crystal Dollens
Assistant Purchasing Card Administrator

Department of Procurement and Supplier Diversity Services
University of Virginia
Office: (434) 924 - 2705
cml8y@virginia.edu
The Hotel will not make any commitments or comments or take any actions on behalf of the University without the explicit direction of the Contract Administrator. The University reserves the right to change its Contract Administrator upon notice to the Hotel.

Acceptance

For the Rector and Visitors of the University of Virginia

John McHugh, Interim Procurement Director Procurement and Supplier Diversity Services 6/19/2019

Date

For Hotel

[Signature]

Area Director of Sales 6/10/19

Date
GENERAL CONTRACTUAL PROVISIONS

A. Nondiscrimination
During the performance of this Agreement, Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

B. Conflict of Interests
Selected Firm represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 et seq), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 et seq), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 et seq) or any other applicable law or regulation.

C. Independent Contractor
Selected Firm is not an employee of the University, but is engaged as an independent Selected Firm. Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to Selected Firm’s performance of this Agreement. Nothing in this Agreement will be construed as authority for Selected Firm to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

D. Workers’ Compensation and Employers’ Liability
Selected Firm will (i) maintain Employers Liability coverage of at least $100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers’ Compensation requirements for insured or self-insured programs.

E. Drug-Free Workplace
Selected Firm, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

During the performance of this Agreement, Selected Firm agrees to 1) provide a drug-free workplace for Selected Firm’s employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Selected Firm’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of Selected Firm that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Selected Firm, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Agreement.
F. Information Technology Access
All electronic and information technology procured through this agreement must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at http://www.section508.gov. Additionally, in accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of this Agreement:

- Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
- Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
- Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards will not be required if the Director of Procurement and Supplier Diversity Services, University of Virginia determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.

If requested, the agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

G. Unauthorized Alien Use
Selected Firm warrants that it does not knowingly employ an “unauthorized alien,” as such term is defined in the federal Immigration Reform and Control Act of 1986. Selected Firm furthermore agrees that, during the term of this Agreement, it will not knowingly employ an unauthorized alien.

H. Additional Federal Grant Provisions
The following provisions apply to a contract made under a federal grant: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

I. Assignment
Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

J. Amendments
No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University’s Director of Procurement and Supplier Diversity Services and by the individual signing Selected Firm’s proposal or by other individuals named by either party as specified in the
Notices provision below. If Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

K. Notices
Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt, or (4) if sent by facsimile, when received (as verified by sender’s machine) if delivered no later than 4:00 p.m. (receiver’s time) on a business day or on the next business day if delivered (as verified by sender’s machine) after 4:00 p.m. (receiver’s time) on a non-business day. All such notices will be addressed to a party at such party’s address or facsimile number as shown below.

If to the University:
Procurement and Supplier Diversity Services
University of Virginia
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Phone: 434-924-4019
Fax: 434-982-2690

If to Selected Firm:
The person signing Selected Firm's proposal in response to the University's RFP, at Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

L. University Registration
Selected Firm agrees to register and remain registered as a supplier with the University during the term of this Agreement, and to comply with all applicable terms and conditions associated with registration.

M. eVA Registration / Transaction Fee
The eVA Internet electronic procurement solution is the Commonwealth of Virginia’s comprehensive electronic procurement system. The portal is a gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA and all firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution.

Selected Firm is required to register in the eVA Internet e-procurement solution as a condition of award and remain eVA registered during the term of this Agreement. Selected Firm will be subject to an eVA transaction fee, for which Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Selected Firm may not recoup the eVA fee by invoicing the University for the fee. Additional information is available at www.eva.virginia.gov

N. Waiver
No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

O. Indemnification
Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and its agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation,
attorneys' fees and expenses) caused by or arising out of the performance or non-performance of this Agreement by Selected Firm or its agents or subcontractors, including the provision of any services or products. Selected Firm warrants that the products, services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

P. **Termination**

If Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency to the University's satisfaction within 15 calendar days or a time agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to Selected Firm.

In addition, this Agreement may be terminated by the University for convenience by providing 30 days' notice. The University remains responsible for payment of all products and services it has implemented, used or purchased through the time of termination.

Q. **Non-Appropriation**

Funding for any Agreement between the University and Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then this Agreement may be terminated by the University effective the last day for which appropriated funding is available.

R. **Right of Audit**

The University reserves the right to audit or cause to be audited Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. Selected Firm will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require Selected Firm perform self-audits within reasonable parameters established by the University.

S. **Contractual Claims Procedure**

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

1. Selected Firm must provide the written claim to:
   
   Assistant Director of Procurement and Supplier Diversity Services
   University of Virginia
   Carruthers Hall
   1001 North Emmet Street
   P.O. Box 400202
   Charlottesville, Virginia 22904-4202

2. Although Selected Firm may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, Selected Firm must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement and Supplier Diversity Services if it wishes to pursue its claim.
3. Upon receiving the written claim, the Assistant Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Selected Firm. If such discussion is to be held, the Assistant Director of Procurement and Supplier Diversity Services will contact Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and Selected Firm mutually agree.

4. The Assistant Director of Procurement and Supplier Diversity Services will mail his or her decision to Selected Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

5. Selected Firm may appeal the decision to:
   Director of Procurement and Supplier Diversity Services
   University of Virginia
   Carruthers Hall
   1001 North Emmet Street
   P.O. Box 400202
   Charlottesville, Virginia 22904-4202

   Provide a written statement explaining the basis of the appeal within 15 days after Selected Firm’s receipt of the decision.

6. Upon receiving the written appeal, the Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Selected Firm. If such discussion is to be held, the Director of Procurement and Supplier Diversity Services will contact Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement and Supplier Diversity Services and Selected Firm mutually agree.

7. The Director of Procurement and Supplier Diversity Services will mail his or her decision to Selected Firm within 60 days after the Director of Procurement and Supplier Diversity Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

Nothing in this procedure will preclude either party from filing a claim in any court of the Commonwealth of Virginia to seek legal or equitable remedy if a dispute should arise, in addition to such other remedies as are expressly provided in this Agreement. Selected Firm may not, however, file such claim unless and until it has complied fully with the procedure set forth in this provision.

T. Cooperative Procurement / Use of Agreement by Third Parties

It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access this Agreement if authorized by Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by Selected Firm, this Agreement may be extended to the entities indicated above to purchase at fees in accordance with this Agreement. Selected Firm will notify the University in writing of any such entities accessing this Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. Selected Firm will provide semi-annual usage reports for all entities accessing this Agreement. Participating entities will place its own orders directly with Selected Firm and will fully and independently administer its use of this Agreement to include
contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by Selected Firm to extend this Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of this Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes as the need may be.

U. The University's Authorized Representatives
The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to Selected Firm by the University's Director of Procurement and Supplier Diversity Services.

V. Purchasing Manual
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available at this web site: https://vascupp.org/hem.pdf

W. Small, Women-owned and Minority-owned (SWaM) Business Reporting
Selected Firm will identify and fairly consider SWaM firms for subcontracting opportunities when qualified SWaM firms are available to perform a given task in performing for the University under the resulting Agreement. Selected Firm will submit a quarterly SWaM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. Selected Firm will submit the quarterly SWaM business reports to:

Lorie Strother
SWaM Contract Administrator
Procurement and Supplier Diversity
Services E-mail: email: jls8n@virginia.edu

The quarterly SWaM business reports will contain this information:

- SWaM firm’s name, address and phone number with which Selected Firm has contracted over the specified quarterly period.
- Contact person at the SWaM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWaM firm as it relates to the University's account.

Selected Firm’s failure to provide SWaM reports on a quarterly basis which contain the information required by this section and/or Selected Firm’s failure to comply with the plan for utilizing SWaM businesses submitted by Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 9. G. 4 of the “Purchasing Manual for Institutions of Higher Education and their Vendors.”

X. Goods and/or Services
During the term of this Agreement, Selected Firm will provide for the University the goods and/or services offered to the University by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.
Y. Future Goods and/or Services
The University reserves the right to have Selected Firm provide additional goods and/or services that may be required by the University during the Term of this Agreement. Any such goods and/or services will be provided under the same terms and conditions of this Agreement. Such additional goods and services may include other products, components, accessories, subsystems or services provided by Selected Firm. These additional goods and services will be provided to the University at Favored Customer pricing.

Z. Favored Customer
Selected Firm represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the firm to any present customer.

AA. Ordering Procedures
The University does not place verbal orders for the Goods and/or Services. The University may only place orders for the Goods and/or Services by issuing a formal written Purchase Order in advance of Selected Firm’s provision of the Goods and/or Services. Accordingly, at the University’s request, Selected Firm will issue a proposal/quotation listing the Goods and/or Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by Selected Firm unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize Selected Firm to provide the Goods and/or Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If Selected Firm provides Goods and/or Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.

BB. Marketing
The University encourages Selected Firm to appropriately and specifically market itself to applicable end-using University departments that may be interested in Selected Firm’s Goods and/or Services. However, Selected Firm will not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail. In the event that Selected Firm engages in non-specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.

CC. Compliance
Selected Firm will comply with all applicable laws and industry standards in performing services under this Agreement. Any Selected Firm personnel visiting the University’s facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities.

DD. Intellectual Property Rights/Disclosure
Unless expressly agreed to the contrary in writing, all goods, products, materials, documents reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. Selected Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from this Agreement and will have full ownership and beneficial use thereof free and clear of claims of any nature by any third party including without limitation copyright or patent infringement claims. Selected Firm will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University’s Office of Sponsored Programs, intellectual property rights will be governed by
the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

EE. Data and Intellectual Property Protection
Sensitive, non-public “University Data” is strictly regulated by state or federal law. Such data includes but is not limited to: business, administrative and financial data, intellectual property, and patient, student and personnel data. If Selected Firm will receive, create, or come into non- incidental contact with University Data, Selected Firm agrees to abide by the terms and conditions of the Data Protection Addendum. Further, if Selected Firm will receive, create, or come into non- incidental contact with patient or University health plan participant Protected Health Information as that term is defined in 45 C.F.R. § 160.103, Selected Firm is a Business Associate, and agrees to abide by the terms and conditions of the Business Associate Addendum in addition to the Data Protection Addendum.

FF. Brand Standards
Selected Firm warrants that any Creative Work produced for the University (1) will comply with the University’s brand standards and (2) in its end application, will fit the visual look and feel of the overall brand aesthetic, brand concept, color palette, visual effects, photographic and video style standards, and make correct use of all marks including logos and identity components. Selected Firm agrees that the University, in its sole discretion, will determine Selected Firm’s compliance with this Provision. Creative Work includes, but is not limited to: websites, applications, electronic communications, newsletters, advertisements, mailings, magazines, and other communication materials (digital and print) produced for the University. For additional guidance, Selected Firm should consult the UVA Brand Guidelines at http://brand.virginia.edu (requires registration) or contact University Communications (brandguidelines@virginia.edu).

GG. International Traffic in Arms Regulations (ITAR)
If Selected Firm is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (ITAR), it must notify (by sending an email to export-controls@virginia.edu), and receive prior written authorization from, the University’s Office of Export Controls before delivery. The notification provided by the supplier shall include the name of the University of Virginia point of contact, identify each ITAR controlled commodity, provide the associated U.S. Munitions List (USML) category number(s), and indicate whether or not the determination was reached as a result of a commodity jurisdiction or self-classification process. Selected Firm agrees that if it fails to notify the University that it is providing ITAR-controlled items, data or services, it shall reimburse the University for any fines, legal costs and other fees imposed by the above-named regulatory agency for any violation of export controls regarding the provided items, data or services.

HH. License Requirements
Certain statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. It is Selected Firm’s responsibility to comply with the rules and regulations issued by the appropriate regulatory agencies, and possess and maintain the appropriate licenses if applicable for the Goods and/or Services to be provided under this Agreement. A copy of any such applicable license and/or permit must be furnished upon request to the University or VASCUPP member institution. For example, if Selected Firm will be providing removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of this Agreement.

II. Governing Law
This Agreement will be governed and construed in all respects by the laws of the Commonwealth of Virginia.
JJ. **Entire Agreement**
This is the entire agreement between the University (including University employees and other End Users) and Selected Firm. In the event that Selected Firm enters into terms of use agreements or other agreements or understanding, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply.

KK. **Agreement Signature**
This Agreement may be executed in counterparts, each of which will be deemed an original, and both of which taken together will constitute one and the same document. Electronically transmitted signatures will be deemed originals for all purposes relating to the agreement.