

EXHIBIT A

ARIZONA STATE UNIVERSITY SUPPLEMENTAL TERMS AND CONDITIONS

To the extent any provisions of the foregoing contract with the Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University (ASU) conflict with any of the provisions of this Exhibit, the provisions of this Exhibit will control. References to this Contract include the foregoing contract and this Exhibit. All provisions of this Contract that anticipate performance after the termination of this Contract, and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of this Contract.

1. **Nondiscrimination.** The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
2. **Conflict of Interest.** If within 3 years after the execution of this Contract, Entity hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Contract, then ASU may cancel this Contract as provided in Arizona Revised Statutes (ARS) § 38-511. Notice is also given of ARS §§ 41-2517 and 41-753.
3. **Arbitration in Superior Court.** As required by ARS § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to ARS § 12-133.
4. **Dispute Resolution.** If a dispute arises under this Contract, the parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.
5. **Records.** To the extent required by ARS § 35-214, the non-ASU parties to this Contract (jointly and severally, "Entity") will retain all records relating to this Contract. Entity will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Contract and for a period of five years after the completion of this Contract. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to Entity.
6. **Failure of Legislature to appropriate.** In accordance with ARS § 35-154, if ASU's performance under this Contract depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Entity and cancel this Contract without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.
7. **Weapons, Explosive Devices and Fireworks.** ASU prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated or related entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in ARS § 12-781, or unless written permission is given by the Chief of the ASU Police Department or a designated representative. Notification by Entity to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Entity (Entity Notification Parties) of this policy is a condition and requirement of this Contract. Entity further agrees to enforce this contractual requirement against all Entity Notification Parties.

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ASU's policy may be accessed through the following web page: <http://www.asu.edu/aad/manuals/pdp/pdp201-05.html>.

8. **Confidentiality.** ASU is a public institution and, as such, is subject to ARS §§ 39-121 through 39-127 regarding public records. Accordingly, notwithstanding any other provision of this Contract, any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of Arizona law.

9. **Indemnification Limitation.** ASU is a public institution and, as such, any indemnification, liability limitation, or hold harmless provision will be limited as required by Arizona law, including without limitation Article 9, Sections 5 and 7 of the Arizona Constitution and ARS §§ 35-154 and 41-621. Therefore, notwithstanding any other provision of this Contract, ASU's liability under any claim for indemnification is limited to claims for property damage, personal injury, or death to the extent caused by acts or omissions of ASU.

10. **Indemnification by Entity.** Entity will indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents and employees (collectively, "**Indemnitee**") for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by (i) the negligence, acts or omissions of Entity or any of its owners, officers, directors, members, managers, agents, employees or subcontractors; (ii) a breach of this Contract; or (iii) failure to comply with any applicable law. Entity will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

11. **Responsibility.** Each party will be responsible for the negligence, acts and omissions of its employees and contractors when acting under such party's direction and supervision. Notwithstanding the terms of this Contract or any other document or agreement: (i) other than for employees and contractors acting under ASU's direction and supervision, ASU is not responsible for any actions of any third parties, including its students; and (ii) no person may bind ASU unless they are an authorized signatory of ASU, as set forth in PUR-202, which is at <http://www.asu.edu/counsel/manual/signatureauthority.html>.

12. **ASU Names and Marks.** Entity will not use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (**ASU Marks**), without in each case, the prior written consent of ASU. Entity's use of any ASU Marks must comply with ASU's requirements including using the ® indication of a registered trademark where applicable.

13. **Student Educational Records.** Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (**FERPA**). Entity will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. If this Contract contains a scope of work or any provision that requires or permits Entity to access or release any student records, then, for purposes of this Contract only, ASU hereby designates Entity as a "school official" for ASU under FERPA, as that term is used in FERPA and its implementing regulations. In addition, any access or disclosures of student educational records made by Entity or its employees and agents must comply with ASU's definition of legitimate educational purpose, which definition can be found at: SSM 107-01: Release of Student Information (<http://www.asu.edu/aad/manuals/ssm/ssm107-01.html>). If Entity violates the terms of this section, Entity will immediately provide notice of the violation to ASU.

14. **Title IX Obligation.** Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment that is built on respect and free of sexual harassment. This commitment is set forth in the document "Vendors and an Environment of Respect", located at <http://www.asu.edu/titleIX/Vendors-and-an-Environment-of-Respect.pdf>. Vendors are required to review this document before interacting with members of the ASU community and agree to comply with this document and to

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provide this document to any employee who may reasonably be expected to interact members of the ASU community including students and employees.

15. **Authorized Presence Requirements.** As required by ARS § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Entity warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of this Contract that is subject to penalties up to and including termination of this Contract. ASU retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.

16. **Tobacco-Free University.** ASU is tobacco-free. For details visit www.asu.edu/tobaccofree.

17. **Intellectual Property Ownership.** All Intellectual Property that Entity or any of its employees, contractors, subcontractors or agents may make, conceive, discover, develop or create, either solely or jointly with any other person or persons including ASU, for or at the request of ASU, pursuant to or in connection with this Contract (**Contract IP**), will be owned by ASU, and where applicable, all copyrightable works will be considered “*Work Made for Hire*” under the U.S. Copyright Act, 17 U.S.C. § 101, *et seq.* To the extent that any Contract IP is not, by operation of law, considered work made for hire for ASU (or if ownership of all rights therein does not otherwise vest exclusively in ASU), Entity hereby irrevocably assigns, and will cause its employees, contractors, subcontractors and agents to so assign, without further consideration, to ASU all right, title and interest to all Contract IP. **Intellectual Property** means all ASU Data, any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Entity will make full and prompt disclosure of the Contract IP to ASU. During and after the term hereof, Entity will, and will cause its employees, contractors, subcontractors or agents, on request of ASU, to do such acts, and sign, and deliver all such instruments requested by ASU to vest in ASU the entire right, title and interest to the Contract IP, and to enable ASU to properly prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at ASU’s cost and expense, to cooperate with ASU in the protection and/or defense of the Contract IP and any litigation arising in connection therewith.

18. **Entity’s Intellectual Property Ownership Rights.** Entity will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Entity informs ASU in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Entity hereby grants to ASU a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to ASU in the course of performing the Services.

19. **Data Use and Ownership.** As between the parties, ASU will own, or retain all of its rights in, all data and information that ASU provides to Entity, as well as all data managed by Entity on behalf of ASU, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Entity, as well as all data obtained or extracted through ASU’s or Entity’s use of the Services or Deliverables (collectively, the **ASU Data**). The ASU Data also includes all data and information provided directly to Entity by ASU students and employees, and includes personal data, metadata, and user content. The ASU Data will be ASU’s Intellectual Property and Entity will treat it as ASU’s confidential and proprietary information. Entity will not use, access, disclose, or license or provide to third parties, any ASU Data, or any materials derived therefrom, except: (i) to the extent necessary to fulfill Entity’s obligations to ASU hereunder; or (ii) as authorized in writing by ASU. Without limiting the generality of the foregoing, Entity may not use any ASU Data, whether or not aggregated or de-

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identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, ASU's prior written consent. Upon request by ASU, Entity will deliver, destroy, and/or make available to ASU, any or all of the ASU Data.

20. **Information Security.** All systems containing ASU Data must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. In addition, systems must be managed so they are in compliance or are consistent with ASU's policies and standards regarding data usage and information security. To diminish information security threats, Entity will (either directly or through its third party service providers) meet the following requirements:

(a) Access Control. Control access to ASU's resources, including sensitive ASU Data, limiting access to legitimate business need based on an individual's job-related assignment. Entity will, or will cause the system administrator to, approve and track access to ensure proper usage and accountability, and Entity will make such information available to ASU for review, upon ASU's request.

(b) Incident Reporting. Report information security incidents immediately to ASU (including those that involve information disclosure incidents, unauthorized disclosure of ASU Data, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).

(c) Off Shore. Direct services under this Contract will be performed within the borders of the United States. Any services that are described in this Contract that directly serve ASU and may involve access to secure or sensitive ASU Data or personal client data or development or modification of software for ASU will be performed within the borders of the United States. Unless stated otherwise in this Contract, this requirement does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of this Contract. This provision applies to work performed by subcontractors at all tiers and to all ASU Data.

(d) Patch Management. Carry out updates and patch management for all systems and devices in a timely manner and to the satisfaction of ASU. Updates and patch management must be deployed using an auditable process that can be reviewed by ASU upon ASU's request.

(e) Encryption. All systems and devices that store, process or transmit sensitive ASU Data must use an industry standard encryption protocol for data in transit and at rest.

(f) Notifications. Notify ASU immediately if Entity receives any kind of subpoena for or involving ASU Data, if any third-party requests ASU Data, or if Entity has a change in the location or transmission of ASU Data. All notifications to ASU required in this Information Security paragraph will be sent to ASU Information Security at Infosec@asu.edu, in addition to any other notice addresses in this Contract.

The above language goes in all contracts whenever the Contract meets at least one of these criteria

- (1) ASU is purchasing or leasing software, or processing a software renewal,
- (2) Entity is creating any code for ASU,
- (3) Entity receives, stores, or analyzes ASU Data (including if the data is not online), or
- (4) Entity is hosting, or managing by infrastructure outside of ASU, including in the cloud, ASU Data.

ALSO the following language must be included when the Contract is for Item(s) 1-4 above as indicated.

(g) Security Reviews. Complete SSAE 16 or substantially equivalent reviews in accordance with industry standards, which reviews are subject to review by ASU upon ASU's request. Currently, no more than two reviews per year are required. **Item 4**

(h) Scanning and Penetration Tests. Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the networks and systems included in this Contract at regular intervals in accordance with industry standards and best practices. Entity must correct weaknesses within a reasonable period of time, and Entity must provide results of all tests to ASU upon ASU's request. **Item 3 and/or 4**

(i) ASU Rights. ASU reserves the right (either directly or through third party service providers) to scan and/or penetration test any purchased and/or leased software regardless of where it resides. **Items 1, 2, and/or 4**

(j) Secure Development. Use secure development and coding standards including secure change management procedures in accordance with industry standards. Perform penetration testing and/or scanning prior to releasing

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new software versions. Entity will provide internal standards and procedures to ASU for review upon ASU request. **Items 1, 2 and/or 4**

new software versions. Entity will provide internal standards and procedures to ASU for review and approval upon ASU request. **Items 1, 2 and/or 4**

Any changes to this Info. Security paragraph must be approved by an ASU Info. Security officer or director.

21. **Background Checks.** To ensure the safety and security of ASU, Entity will conduct reference checks, background checks, and fingerprinting (Screenings) as and when required, on all persons employed or contracted by Entity to perform work under this Contract. The necessity and adequacy of the Screenings will be determined by the type of work each person will be performing under this Contract; at a minimum, within 90 days prior to a person commencing work under this Contract, Entity will conduct Screenings on such person as would be required if ASU were hiring the person. These minimum Screening requirements are set forth in ASU ACD 126 at <http://www.asu.edu/aad/manuals/acd/acd126.html> and ARS § 15-1649. During the term of this Contract, Entity will exclude from any direct participation in Entity's performance under this Contract, any dishonest, unethical, unreasonably dangerous, or otherwise unqualified person. Entity will maintain as part of the records Entity is required to maintain hereunder, all Screening information and all documentation relating to work performance of each employee or contractor who performs work hereunder. Entity will abide by all applicable laws, rules and regulations including the Fair Credit Reporting act and/or any equal opportunity laws, rules, regulations or ordinances.

22. **Payment Card Industry Data Security Standard.** For e-commerce business and/or credit card transactions, Entity will comply with the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Entity must at all times during the term of this Contract be in compliance with the then current standard for Payment Card Industry Data Security Standard (PCI DSS), Payment Application Data Security Standard (PA-DSS) for software, and PIN Transaction Security (PCI PTS) for hardware, and Entity will provide attestation of compliance to ASU annually. The technical solution must include the following:

- (a) Entity maintains its own network operating on its own dedicated infrastructure. Entity's network includes a firewall that includes access control rules that separate Entity's PCI network from ASU and that restricts any communication between Entity's network devices and ASU systems.
- (b) Entity treats the ASU network as an untrusted network and encrypts all cardholder data traversing the ASU network using industry standard encryption algorithms.
- (c) A system where ASU has no ability to decrypt cardholder data.
- (d) Devices must be SRED (secure reading and exchange of data) and PTS 3.x compliant. EMV compliance is required by October 1, 2015.

23. **Americans with Disabilities Act and Rehabilitation Act.** Entity will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations. All electronic and information technology and products and services to be used by ASU faculty/staff, students, program participants, or other ASU constituencies must be compliant with the Americans with Disabilities Act and Section 508 of the Rehabilitation Act of 1973, as amended from time to time. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

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24. **Warranties.** Entity warrants to ASU that: (i) all of the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training and experience for the type of Services they are assigned to perform; (ii) Entity will comply, and will be responsible for ensuring Entity Parties comply, with all applicable federal, state and local laws in the performance of the Services; (iii) Entity owns or has sufficient rights in all Deliverables, and the Deliverables will not infringe upon or violate any Intellectual Property of any third parties; (iv) any code or software developed or delivered by Entity under this Contract will not contain any viruses, worms, Trojan Horses, or other disabling devices or code; and (v) in addition to any implied warranties, all Deliverables will conform to the specifications and descriptions created therefor.

25. **Insurance Requirements.** Without limiting any liabilities or any other obligation of Entity, Entity will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged, including any warranty periods under this Contract, or are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the work hereunder by Entity, its agents, representatives, employees or subcontractors.

These insurance requirements are minimum requirements for this Contract and in no way limit any indemnity covenants in this Contract. ASU does not warrant that these minimum limits are sufficient to protect Entity from liabilities that might arise out of the performance of the work under this Contract by Entity, its agents, representatives, employees, or subcontractors.

A. Minimum Scope and Limits of Insurance: Entity will provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form. Policy will include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. Policy will be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Entity.”
- b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Entity.

2. Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

• Combined Single Limit (CSL)	\$1,000,000
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- a. Policy will be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Entity, involving vehicles owned, leased, hired, or borrowed by Entity.”

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- b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Entity.
- c. Policy will contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability. Statutory limits, as amended from time to time, and in each case no less than the amounts specified below:

Workers Compensation

Employers Liability

- Each Accident \$1,000,000
- Disease – Each Employee \$1,000,000
- Disease – Policy Limit \$1,000,000

- a. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Entity.
- b. This requirement will not apply to: Separately, EACH contractor or subcontractor exempt under ARS § 23-901, AND when such contractor or subcontractor signs the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Technology/Network Errors and Omissions Insurance.

- Each Claim \$2,000,000
- Annual Aggregate \$4,000,000

- a. This insurance will cover Entity's liability for acts, errors and omissions arising out of Entity's operations or Services, including loss arising from unauthorized access or use that results in identity theft or fraud.
- b. Coverage will include the following:
 - Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
 - Computer viruses, Trojan horses, worms and other type of malicious or damaging code;
 - Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
 - Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
 - Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
 - Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
 - Loss or disclosure of confidential information no matter how it occurs;
 - Systems analysis;
 - Software Design;
 - Systems programming;
 - Data processing;
 - Systems integration;
 - Outsourcing including outsourcing development and design;
 - Systems design, consulting, development and modification;

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- Training services relating to computer software or hardware;
 - Management, repair and maintenance of computer products, networks and systems;
 - Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
 - Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.
- c. If the professional liability insurance required by this Contract is written on a claims-made basis, Entity warrants that any retroactive date under the policy will precede the effective date of this contract, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning at the time work under this Contract is completed.
- d. Policy will cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Contract.

5. Professional Liability (Errors and Omissions Liability).

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000

- a. If the professional liability insurance required by this Contract is written on a claims-made basis, Entity warrants that any retroactive date under the policy will precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for 2 years beginning at the time work under this Contract is completed.
- b. Policy will cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Contract.

B. Additional Insurance Requirements: All policies will include, or be endorsed to include, the following provisions (blanket endorsements are not acceptable):

1. The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, wherever additional insured status is required such additional insured will be covered to the full limits of liability purchased by Entity, even if those limits of liability are in excess of those required by this Contract.
2. Entity's insurance coverage will be primary insurance with respect to all other available sources.
3. Coverage provided by Entity will not be limited to the liability assumed under the indemnification provisions of this Contract.

C. Notice of Cancellation: With the exception of 10 day prior written notice of cancellation for non-payment of premium, any changes material to compliance with this Contract in the insurance policies above will require 30 days prior written notice sent directly to Director of Risk Management, Arizona State University, PO Box 876512, Tempe, AZ, 85287-6512 and will be sent by United States certified mail, return receipt requested.

D. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above required minimum insurer rating is sufficient to protect Entity from potential insurer insolvency.

E. Verification of Coverage: Entity will furnish ASU with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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All certificates and endorsements are to be received and approved by ASU before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract must be sent directly to Director of Risk Management, Arizona State University, PO Box 876512, Tempe, AZ, 85287-6512. ASU's project or purchase order number and project description will be noted on each certificate of insurance. The State of Arizona and/or ASU reserve the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. Subcontractors: Entity's certificate(s) will include all subcontractors as insureds under its policies or Entity will furnish to ASU separate certificates and endorsements for each subcontractor. All coverages for subcontractors will be subject to the minimum requirements identified above.

G. Approval. These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from the insurance requirements in this Contract will require the approval of the Arizona Department of Administration Risk Management Section.

26. **Notices.** All notices and communications required or permitted under this Contract will be in writing and will be given by personal delivery against receipt (including private courier service such as Federal Express), or certified United States Mail, return receipt requested. All notices and communications will be sent to the addresses set forth below or to such other address as the parties may specify in the same manner:

To ASU:

(department name)
PO Box (department box number)
Tempe, AZ 85287
Attn: (name of title – no individual names)

With a copy to:

Purchasing and Business Services
PO Box 875212
Tempe, AZ 85287-5212
Attn: Chief Procurement Officer

To Entity:

(name)
(address)
(city, state, zip)

Notices, if delivered, and if provided in the manner set forth above, will be deemed to have been given and received on the date of actual receipt or upon the date receipt was refused. Any notice to be given by any party may be given by legal counsel for such party.

27. **Termination.** ASU may terminate this Contract with or without cause upon 30 days written notice to Entity. If this Contract is terminated, the University will have no further obligations other than payment for services already rendered and for expenses previously incurred. The term of this Contract will not exceed 5 years.

28. **Leased Employees.** Entity will determine and inform ASU if any leased employees are retired members of the Arizona State Retirement System prior to the leased employee performing any work under this Contract.

(PLEASE CONTACT OGC WITH ANY QUESTIONS CONCERNING THIS DOCUMENT)

29. **Foreign Corrupt Practices Act/UK Bribery Act/ Local Anti-corruption Law Compliance.** Entity warrants that it is familiar with the U.S. laws prohibiting corruption and bribery under the U.S. Foreign Corrupt Practices Act and the United Kingdom laws prohibiting corruption and bribery under the UK Bribery Act. In connection with Entity’s work under this Contract, Entity will not offer or provide money or anything of value to any governmental official or employee or any candidate for political office in order to influence their actions or decisions, to obtain or retain business arrangements, or to secure favorable treatment in violation of the Foreign Corrupt Practices Act, the UK Bribery Act, or any other local anti-corruption law, either directly or indirectly. Any breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other local anti-corruption law, will be a material breach of this Contract.

30. **Export Controls.** Interactions between U.S. nationals and non-U.S. nationals might be subject to U.S. laws and regulations controlling the transfer or sharing of information or technical data, computer software, laboratory prototypes and other commodities (Technology), as defined and restricted by the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, and through the sanctions and embargoes established through the Office of Foreign Assets Control (collectively, the “Export Control Laws”). None of the work undertaken pursuant to this Contract will require either party to take or fail to take any action that would cause a violation of any of the Export Control Laws. If any of the work to be undertaken pursuant to this Contract requires, in ASU’s sole judgment and discretion, a license or other authorization from any agency or authority of the U.S. government and/or any written assurances that the party receiving any Technology will not re-export, transfer, or otherwise share such Technology to or with certain other foreign nationals or destinations without the prior approval of the U.S. Government, no such work will be required unless and until the appropriate license or written assurance is obtained. The parties will cooperate with each other to facilitate compliance with any applicable requirements of the Export Control Regulations.

31. **Governing Law and Venue.** This Contract will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU’s obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Contract will be conducted in Maricopa County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.

THE ARIZONA BOARD OF REGENTS,
a body corporate, for and on behalf of
ARIZONA STATE UNIVERSITY

ENTITY:

By: _____

Title: _____

Date signed: _____

By: _____

Title: _____

Date signed: _____