

RECHARGE / SERVICE CENTERS

UNIVERSITY AND STATE REQUIRED PROVISIONS

- 1. Nondiscrimination.** The parties will comply with all applicable 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 Agreement, Client hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in Arizona Revised Statutes (ARS) § 38–511.
- 3. Arbitration in Superior Court.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12–133. ARS § 12–1518 requires this provision in all ASU contracts.
- 4. Failure of Legislature to appropriate.** In accordance with ARS § 35–154, if ASU’s performance under this Agreement 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 Client and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.
- 5. Weapons, Explosives, and Fireworks.** [ASU’s Weapons, Explosives, and Fireworks Policy](#) 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 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 ASU’s Police Chief or a designated representative. Client will notify all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees, or licensees of Client of this policy, and Client will enforce this policy against all such persons and entities.
- 6. Indemnification and Liability Limitations.** Because ASU is a public institution any indemnification, liability limitation, releases, or hold harmless provisions are limited as required by Arizona law, including Article 9, Sections 5 and 7 of the Arizona Constitution and ARS §§ 35–154 and 41–621. 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.

7. Responsibility. Each party is responsible for the negligent or willful acts or omissions of its employees and contractors when acting under such party's direction and supervision. ASU recognizes an obligation to pay attorneys' fees or costs only when assessed by a court of competent jurisdiction. Notwithstanding the terms of this Agreement or any other document: (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 in [PUR 202-01](#).

8. Title IX Obligation. Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment built on respect and free of sexual harassment. [ASU's Title IX Guidance](#) is available online. Client will: (i) comply with ASU's Title IX Guidance; (ii) provide ASU's Title IX Guidance to any Client Parties reasonably expected to interact with ASU students or employees, in person or online; and (iii) ensure that all Client Parties comply with ASU's Title IX Guidance.

9. No Boycott of Israel. As required by ARS § 35-393.01, Client certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Agreement.

[END OF PROVISIONS]