RECHARGE / SERVICE CENTERS

UNIVERSITY AND STATE REQUIRED PROVISIONS

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 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 (“A.R.S.”) § 38-511.

3. **Arbitration in Superior Court.** As required by A.R.S. § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to A.R.S. § 12-133.

4. **Failure of Legislature to Appropriate.** In accordance with A.R.S. § 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, Explosive Devices and Fireworks; Tobacco.** 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 A.R.S. § 12-781 or unless written permission is given by the Chief of the ASU Police Department or a designated representative. Notification by Client to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Client (“Client Notification Parties”) of this policy is a condition and requirement of this Agreement. Client will enforce this contractual requirement against all Client Notification Parties. ASU’s policy may be accessed through the following web page: [http://www.asu.edu/aad/manuals/pdp/pdp201-05.html](http://www.asu.edu/aad/manuals/pdp/pdp201-05.html). ASU is tobacco-free. For details visit www.asu.edu/tobaccofree.

6. **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 A.R.S. §§ 35-154 and 41-621. Therefore, notwithstanding any other provision of this Agreement to the contrary, 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 will be responsible for the negligence, acts and omissions of its employees and agents when acting under such party's direction and supervision. Notwithstanding the terms of this Agreement or any other document or agreement: (i) other than for employees and agents 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 the person is an authorized signatory of ASU pursuant to Purchasing Manual Policy 202 ([https://ogc.asu.edu/contracts/contracts-authority](https://ogc.asu.edu/contracts/contracts-authority)).

8. **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 that is free of sexual harassment. ASU’s Title IX Guidance is available at [https://www.asu.edu/titleIX/Vendors-and-an-Environment-of-Respect-Title-IX.pdf](https://www.asu.edu/titleIX/Vendors-and-an-Environment-of-Respect-Title-IX.pdf).

9. **No Boycott of Israel.** As required by A.R.S. §§ 35-393.01, Client certifies that 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]