



General Terms and Conditions

These General Terms and Conditions (“General Terms”) apply to any contract referencing these General Terms between the Board of Regents of the University of Oklahoma (“University of Oklahoma” or “University”) and its counterparty (“Supplier”) (each a “Party” and collectively the “Parties”). These General Terms take precedence over all other contract provisions and cannot be modified unless both Parties execute a signature block affixed to the body of these General Terms with revisions made inline. Any contract governed by these General Terms becomes binding and effective upon execution of a written instrument by both Parties, upon Supplier’s receipt of an award letter pursuant to a University solicitation, or upon Supplier’s express or implied acceptance of a purchase order issued and signed by the University (“Order”). Supplier must not commence performance or incur costs until a binding Order is in place.

1. Scope of Work

- 1.1. **Goods and/or Services; Timeline; Licensure.** (a) Supplier will furnish the goods and/or services as specified in each Order (the “Product”). Supplier warrants that any goods provided will be merchantable and that any services will be rendered in a competent and professional manner in accordance with generally accepted industry standards. (b) Supplier must provide the Product in accordance with any timetable specified in the Order, provided that if no such timetable is specified then Supplier must provide the Product within a reasonable amount of time. Supplier will not be held liable for delays that are not within its reasonable control, provided that University may terminate by written notice any Order without being subject to cancellation fees, restocking fees, or any type of claim for damages arising from such termination if the delay continues for more than sixty (60) days. (c) If any licensure, accreditation, or other authorization is required for Supplier to perform its obligations under any Order, the Supplier will, at the Supplier’s sole expense, obtain and maintain the same until its obligations have been fully satisfied and performed. (d) The Supplier shall, upon the University’s request, submit complete and current documentation verifying that all individuals performing services under this Agreement—including the Supplier’s employees, agents, and subcontractors—hold the professional licenses, certifications, or other credentials legally required for their assigned duties. Failure to provide such documentation when requested by the University may be deemed a material breach of this Agreement. The Supplier shall maintain all such credentials in full force and effect throughout the term of this Agreement and immediately notify the University of any suspension, revocation, lapse, or other material change in the status of any such licenses or certifications held by the Supplier or its subcontractors.
- 1.2. **Change Orders.** The University will not be responsible for paying or compensating the Supplier for changes to any Order unless the Parties have first agreed upon the appropriate adjustment, if any, to the contract price and the changes are approved in a written contract amendment executed by both Parties. Supplier acknowledges that while it may have day-to-day contact with one or more individuals within the University department for which Supplier is providing a Product, such individuals do not necessarily have authority to bind the University to contracts or amendments thereto. Supplier agrees to inquire at AskPurchasing@ouhsc.edu as to an individual’s signature authority before relying on any purported contract amendment.
- 1.3. **Independent Contractor.** Supplier is an independent contractor and is not an employee, partner, principal, agent, or co-venturer of, or in any other similar relationship with, the University. The manner in which Supplier provides any Product shall be reasonable and consistent with the provisions of the Order but is otherwise within the Supplier’s sole control and discretion. Supplier is not authorized to speak for, represent, or obligate the University in any manner. The Supplier will be solely responsible for its own employees, including but not limited to its employees’ benefits and workers’ compensation coverage.

2. Price

- 2.1. **Compensation and Reimbursement.** (a) Supplier will be compensated only for Products actually provided, in the manner and in such amounts as set forth in the relevant Order. (b) Expenses may be reimbursed in accordance with IRS policy only to the extent they are reasonable and conspicuously identified as reimbursable in an Order. Any item of expense specifically identified as reimbursable but not initially fixed in amount will not be reimbursed unless the final amount to be reimbursed for such item is documented and pre-approved by the University in writing. In no event will the University be responsible for reimbursing any travel or accommodation expenses exceeding amounts allowable under the provisions of the Oklahoma State Travel Reimbursement Act or the rates set by the U.S. General Services Administration. (c) No payment from University will be due until forty-five (45) days after University’s

receipt of a Proper Invoice, or until the Product has been provided, whichever occurs later. As used herein, "Proper Invoice" means a written request for payment containing the Supplier's name, an invoice number, reference to the relevant Order, a description of the Product provided, and details supporting the amount billed. (d) The University reserves the right to withhold payment in the event of a bona fide dispute until such dispute is resolved, and the Parties agree to work together in good faith to resolve any such dispute. In no event will the University be deemed to have accepted any Product without a reasonable opportunity to discover defects. Any initial acceptance shall not be construed as a waiver of any right or remedy the University may have with respect to any latent defect. Payment by the University shall not be construed as a waiver of any of the University's rights or remedies. (e) Supplier shall maintain documentation of all billed charges and make such documentation available to the University upon request.

2.2. **Taxes.** (a) The University, as a public institution of higher education, is exempt from most taxes, including but not limited to sales, use, ad valorem, and excise taxes imposed within the United States. In no event will the University pay any taxes from which it is exempt. (b) The University will be responsible for taxes from which it is not exempt, provided that Supplier will be solely responsible for all taxes, customs duties, and the like imposed on Supplier, including but not limited to taxes relating to Supplier's income, property, or payroll. (c) The University will provide a tax-exempt certificate upon request. (d) Supplier will be solely responsible for all tariffs, customs duties, and the like imposed on this transaction.

3. **Term; Renewal; Termination**

3.1. **Term.** (a) Except as specified otherwise in the relevant Order, each Order will be effective upon execution by both Parties, or upon Supplier's acceptance of a purchase order issued and signed by the University, and will terminate once the Parties' obligations thereunder have been fully satisfied and performed. (b) Supplier acknowledges that the University cannot unconditionally bind itself to a multi-year contract term due to the Oklahoma Constitution's prohibition against the creation of state debt. Accordingly, the term of each Order shall not exceed one year, and the portion of any term purporting to span beyond one year shall, notwithstanding Section 3.2(a), be treated by both Parties for all purposes as automatic renewals subject to Section 3.2(b), (c), and (d).

3.2. **Renewal.** (a) No Order will automatically renew except as conspicuously identified in the relevant Order. (b) No Order will automatically renew for more than four (4) additional successive terms of one year each. (c) The University reserves the right to opt out of any such renewal term by providing written notice of non-renewal at least thirty (30) days before the end of the then-current Contract Year. The University further reserves the right to condition each renewal term on the issuance of a new University purchase order for each Contract Year, with or without the notice described in the preceding sentence. In any event of non-renewal, the University will have no obligation to make any payment associated with any non-renewed Contract Year. As used herein, "Contract Year" means the period between the effective date and the anniversary of the effective date, and each subsequent annual period thereafter. (d) Unless the context clearly indicates otherwise, renewal will not require the University to make any duplicate purchase or pay any initial fees, implementation fees, or any other charge already paid by the University. (e) If any Order grants one or more renewal options to the University, the University may exercise each such option by written notice, including but not limited to providing Supplier with a new University purchase order.

3.3. **Termination.** (a) Supplier may terminate any Order for cause by written notice to the University if the University materially breaches its obligations thereunder and does not cure the breach within thirty (30) days after receiving written notice specifying the breach, provided that said cure period shall not be required where the breach cannot reasonably be cured within that time. (b) The University may terminate any Order for cause by written notice to the Supplier if the Supplier breaches any of its obligations thereunder, including but not limited to if Supplier becomes insolvent, fails to make reasonable progress under any Order, or breaches any other contract with the University or any Oklahoma state entity. The University may, without prejudice to its right to terminate for cause, request that the Supplier propose a corrective action plan to cure any such breach. (c) The University may terminate any Order for convenience at any time by providing thirty (30) days' advance written notice to Supplier. The University will remain responsible for any payment obligations incurred for Products rendered in accordance with the relevant Order before the termination date, but the University will not be responsible for further payments that would have come due had the Order not been terminated for convenience or for any claims or damages of any kind arising from such termination. Upon receiving such notice, Supplier must cooperate with the University in good faith to minimize compensation and reimbursement payable by University with respect to the period between the date of notice and the date of termination.

4. **Liability; Insurance; Limitations**

4.1. **Liability.** (a) Each Party will be responsible for its negligent or more culpable acts and omissions, its breach of contract, and its violation of any third-party's legal rights. Supplier acknowledges that University's tort liability is

subject to and limited by the Oklahoma Governmental Tort Claims Act, 51 O.S. §§ 151 *et seq.*, as amended. (b) To the extent due to any Supplier act or omission, Supplier shall defend, hold harmless, and indemnify the University (including its regents, officers, directors, employees, and invitees) from and against all claims, demands, losses, damages, costs, and expenses (including reasonable attorney fees and other expenses incident thereto) on account of injury or death to any person, damage or destruction of property, infringement of proprietary or intellectual property rights, or any breach of Supplier's obligations with respect to the use or disclosure of regulated personal information.

- 4.2. **Insurance.** (a) During the term of any Order, including all renewals and extensions thereof, the Supplier shall meet and satisfy the Minimum Insurance Requirements for University Contracts (set forth at <https://www.ou.edu/purchasing/policies-and-procedures> and incorporated herein by reference), as well as any additional coverage requirements identified by written agreement of the Parties. Supplier must provide the University with proof of insurance upon request. Supplier must not name the University as an additional insured on any insurance policy. (b) The University is self-insured in accordance with 74 O.S. § 85.58A and the Oklahoma Governmental Tort Claims Act. Such self-insurance shall supersede any Supplier-provided provision purporting to require the University to procure or maintain insurance or to name any party as an additional insured on any insurance policy.
- 4.3. **Limitations.** (a) The University's maximum aggregate liability in connection with any Order under any theory of law will not exceed the amount paid or payable under such Order multiplied by three. (b) The University will not be liable in connection with any Order under any theory of law for indirect, incidental, or consequential damages (including but not limited to loss of business, revenue, or anticipated profits) even if the University has been advised of the possibility of such damages. (c) If an Order limits Supplier's liability, no such limitation may be more restrictive than the limitations applicable to the University herein. (d) Notwithstanding any provision to the contrary, no contractual limitation of liability may limit either party's liability to the extent arising from (i) fraud, (ii) gross negligence, (iii) willful misconduct, (iv) the Business Associate Agreement, if applicable, (v) Supplier's indemnification obligations, or (vi) any claim, loss, or damage for which such limitation is prohibited by applicable law.

5. General Provisions

- 5.1. **Open Records.** Supplier acknowledges that the University is subject to the terms of the Oklahoma Open Records Act, 51 O.S. §§ 24A-1 *et seq.*, as amended. No confidentiality provision shall be construed to prohibit any disclosure to the extent such disclosure is required by law.
- 5.2. **Nondiscrimination.** The parties represent they are in compliance with all applicable federal (including federal Executive Orders Nos. 13279 and 11141) and state laws and regulations and that these terms must be incorporated into each Order and included in any subcontracts awarded involving any Order. More specifically, the parties do not discriminate on the basis of race, color, national origin (including actual or perceived shared ancestry or ethnic characteristics), sex, sexual orientation, marital status, genetic information, gender identity/expression (consistent with applicable law), age (40 or older), religion, disability, political beliefs, or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, housing, financial aid, and educational services. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212. Supplier acknowledges and agrees that it will take no action, make no decision, and grant no preference or disadvantage, directly or indirectly, based on a person's race, color, national origin, ethnicity, religion, sex, or marital status.
- 5.3. **Use of Data.** Supplier shall not sell or provide to any third-party for commercial purposes any information or data that it receives from or is owned by the University, including Deliverables; lists or names of students, staff, or faculty; addresses, emails, or telephone numbers; or any other data concerning the University, its students, staff, or faculty.
- 5.4. **Notices.** All notices required or permitted under any Order shall be given in writing, properly addressed, and will be deemed to be given and effective (i) on the date the notice is emailed, (ii) three days after the notice is mailed, or (iii) upon personal delivery. Notice will otherwise be deemed given where a Party receives actual written notice and cannot demonstrate prejudice caused by the other Party's failure to strictly comply with the notice requirements.
- 5.5. **Advertising.** If an Order authorizes the Supplier to publicly acknowledge its relationship with the University, the Supplier will be limited to publishing the University's name for the sole purpose of identifying the University as a client, provided that the acknowledgement may not unduly emphasize the University and cannot be construed as an endorsement by the University. Such right may be withdrawn by the University at any time and does not authorize any use of University logos or trademarks.
- 5.6. **Audit.** Supplier must permit any representative of the State, the University, or any other authorized agency with jurisdiction over the University to access, inspect, or audit the books, records, or other data arising from the Supplier's

performance under any Order. Except as otherwise required by law or specified in the relevant Order, any such inquiry shall be limited to ensuring that the University was billed correctly. Supplier must retain all such records for at least two (2) years after termination unless applicable law, prevailing industry standards, or the relevant Order requires a longer retention period. If the final product of any Order for professional services is a written proposal, report, or study, the Supplier certifies that it is not a substantial duplication of any proposal, report, or study previously furnished to the University or any Oklahoma state entity.

- 5.7. **Non-Exclusivity.** Orders are non-exclusive contracts, and each party is free to enter similar contracts, agreements, and arrangements with others. No Order may be construed as a requirements contract or as requiring guaranteed purchase minimums.
- 5.8. **Warranty.** The Supplier represents and warrants that each Product, and any combination of Products to the extent furnished by Supplier together or as a system, is guaranteed against faulty workmanship and materials and will be substantially uninterrupted and error-free in operation for a warranty period of ninety (90) days from acceptance. The foregoing warranty shall be in addition to, and shall not diminish or abrogate, any other Supplier or manufacturer warranty. Supplier shall promptly remedy any defect occurring during the warranty period by repairing or replacing the Product at no additional cost to the University, provided that Supplier will not be responsible for damage that Supplier can demonstrate was caused by University or an end user. If Supplier's Product includes installation services, the warranty period will not commence until installation has been completed.
- 5.9. **Disputes.** If a dispute arises out of or in connection with any Order, the Parties agree to meet to pursue resolution over a period of at least thirty (30) days through negotiation or other appropriate dispute resolution process as the Parties may agree upon at such time before resorting to litigation. All information exchanged during this meeting or any subsequent dispute resolution process shall be subject to 12 O.S. § 2408, regarded as "without prejudice" communications for purposes of settlement negotiations, and shall be treated as confidential by the Parties. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process. Any provision purporting to require the University to do any of the following shall be of no effect (i) waive the right to a jury trial, (ii) submit to binding arbitration, or (iii) indemnify, defend, or hold harmless any party. Neither Party shall be liable to the other for attorney fees except as ordered by a court of competent jurisdiction.
- 5.10. **Force Majeure.** The performance of any Order by either Party is subject to acts of God, war, epidemic, acts and/or threats of terrorism, government regulation, non-appropriation of funds, government budget cuts, disaster, fire, strikes, civil disorder, or any other similar cause beyond the reasonable control of the Parties (a "Force Majeure Event"). Where this Agreement is for an event, the curtailment of transportation facilities preventing or unreasonably delaying at least 25% of the event attendees and guests from appearing at the event, or any other similar cause beyond the control of the parties making it inadvisable, illegal or impossible to hold the event or to provide the facility for the event shall be considered a Force Majeure Event. In any case, regardless of the subject matter of this agreement, this agreement may be terminated without liability of any kind, penalty, damages or option fees for any one or more Force Majeure Event by prompt written notice from one party to the other; or where this agreement involves an event that qualifies for termination under this clause but the parties elect to hold the event on a lesser basis, the University is released from all guarantees, commitments, and attrition and option fees.
- 5.11. **Debarment; No Conflict of Interest.** (a) Supplier certifies that (i) no person who has been involved in any manner with the development of any Order while employed by the University will be employed to fulfill any service provided under such Order, (ii) the Supplier, its subcontractors, and their respective principals are not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded in any state or federal department or agency from participating in transactions or performing any activities contemplated by any Order, (iii) the Supplier has notified the University of any actual, potential, or apparent conflicts of interest, including but not limited to any familial or business relationships between University officers or employees involved in any Order, the Supplier, and any other individual or entity (including but not limited to any officer, director, or owner of the Supplier or any such entity) currently under contract with or seeking to do business with the University, (iv) the Supplier will not improperly influence or attempt to influence any University officer or employee to breach or circumvent any law or University policy, and (v) the Supplier will not solicit, receive, offer, or provide any gratuity or kick-back to any party in connection with any Order. (b) The Supplier must immediately provide written notice to the University if any of the foregoing certifications become erroneous due to new knowledge or changed circumstances, in which case the University reserves the right to terminate any Order or require the Supplier to immediately remove any such individual or entity from performing any activities related to any Order.

- 5.12. **Laws.** In performing all its obligations under any Order, Supplier must comply with, and ensure that its employees, agents, and subcontractors comply with, all (a) applicable federal, state, and local laws, and (b) University policies when performing on University-owned or controlled premises. Each Order is governed by and construed in accordance with the laws of the State of Oklahoma without regard to its conflict of laws principles. The Parties agree that any legal action arising out of or relating to an Order must be filed and heard in the District Court of Cleveland County, State of Oklahoma.
- 5.13. **Binding Agreement; No Third-Party Beneficiaries; Survival.** (a) Each Party represents that it has full power, authority, and legal right to execute and carry out its respective obligations under each Order. (b) Each Order, as governed by these General Terms, (i) constitutes the complete agreement and supersedes all prior discussions and understandings with respect to the subject of the Order, whether oral or written, (ii) may not be amended, restated, modified, or supplemented except by written instrument executed by both Parties, and (iii) is binding and inures to the benefit of the parties, their respective heirs, executors, administrators, successors, and permitted assigns. (c) No third-party entity or individual is entitled to receive any rights under any Order, and no assignment by either Party of any Order, or of any associated rights or obligations, shall be valid without the specific written consent of the other Party which shall not be unreasonably withheld. (d) Rights and obligations under each Order which by their nature should survive termination, including but not limited to performance obligations corresponding to payments already made, perpetual licenses, obligations and restrictions with respect to Confidential Information or regulated personal information, as well as indemnification and other liability obligations, shall remain in effect after termination.
- 5.14. **Miscellaneous.** (a) All moneys payable under any Order shall be in U.S. Dollars. (b) With regard to any Order for the purchase of goods, title and risk of loss shall not pass to the University until final delivery of the goods at the location specified by the University. (c) Any provision in a quote, statement of work, or other document or attachment provided by the Supplier that forms part of or constitutes an Order shall be subordinate to the provisions of these General Terms regardless of any failure by the University to object to or remove any such provision. (d) Notwithstanding any provision of any Order, each Order is entered subject to the Oklahoma State Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the University, nor is any other right or defense available to the University under Oklahoma law. (e) In no event may an Order require the University to grant any form of security interest in University property or authorize the Supplier or any other party to acquire ownership of any material, equipment, or data provided by the University. (f) The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision. To the extent any provision conflicts with applicable law, no representation or warranty is made regarding the enforceability of such provision. (g) Any waiver by either Party of the other's Party's failure to perform any obligation does not constitute a waiver of the right to subsequently insist on performance or pursue any remedy for that failure. (h) Any headings used are for convenience only and do not constitute new terms or affect the interpretation of any provision.
- 5.15. **Conflict of Interest.** Pursuant to 74 O.S. § 84.2, each contract, including change orders, extensions, renewals, or amendments, entered into by any person or firm with the University shall include a statement which certifies that no person who has been involved in any manner in the development, approval, or negotiation of such contract while employed by the State of Oklahoma shall be employed or give anything of value to fulfill any of the services provided for under the contract. Each contract, including change orders, extensions, renewals, or amendments, shall include a statement from the University which certifies that no known officer or employee of the contracting state agency who has any direct or indirect financial, pecuniary, or other personal interest in the contract has been involved in any manner in the development, approval, or negotiation of the contract through influence, decision, recommendation, or otherwise. This Section 5.15 shall not preclude faculty and staff of the University from negotiating and participating in research grants and educational contracts.
6. **“As Applicable” Provisions**
- 6.1. **This Section 6.1 only applies to Orders involving the physical performance of services within the State of Oklahoma.** Supplier represents that it and its subcontractors will comply with 25 O.S. § 1313 and participate in the Status Verification System, which is defined in 25 O.S. § 1312 and includes the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
- 6.2. **This Section 6.2 only applies where the creation or allocation of intellectual property rights is relevant to the Order.** (a) Supplier and its licensors (as applicable) retain sole and exclusive ownership of and all right, title, and interest in any know-how, concepts, techniques, methodologies, ideas, processes, routines, trade secrets, and other intellectual property existing before, or developed independent of, any Order (“Supplier IP”). The University shall acquire no right, title, or interest in the Supplier IP except as described in an Order, provided that each Order shall

convey no less than a non-exclusive, non-transferable, and royalty-free right to use the Supplier IP as incorporated into any Deliverable or otherwise contemplated by the Order. If Supplier discovers, creates, or improves Supplier IP as a result of its own efforts which is of general application and does not contain or derive from any information or data owned or provided by the University, Supplier and its licensors (as applicable) shall own all right and title to such improvements. If University offers suggestions, ideas, or other feedback to Supplier concerning Supplier IP (“Feedback”), Supplier and its licensors (as applicable) may use, disclose, and exploit such Feedback for the purpose of enhancing or improving the Supplier IP without restriction or obligation to account to University. (b) Subject to the foregoing subsection: (i) any work product, including but not limited to reports, policies, manuals, training materials, analyses, writings, recordings, drawings, files, notes, memoranda, calculations, data, and any other information regardless of form or completeness gathered, compiled, developed, or in any way created by Supplier for the University under any Order (“Deliverable”) are the sole and exclusive property of the University, and (ii) Supplier agrees that all intellectual rights arising from the creation of the Deliverables shall be vested in the University, and waives and relinquishes all claims to such intellectual rights in favor of the University. (c) University acknowledges that the Deliverables are provided by Supplier for use as contemplated by the relevant Order, that Supplier makes no representation or warranty regarding use of the Deliverables in any other context, and that the Deliverables are not intended to be relied upon by any third-party except as otherwise provided in the Order. (d) Except with respect to Supplier IP, Supplier shall not publish, nor submit for publication, anything directly arising out of, relating to, or referencing the Deliverables unless pre-approved in writing by the University.

- 6.3. **This Section 6.3 only applies where either Party provides the other Confidential Information as defined herein.** Unless otherwise required by law, neither Party shall, without first obtaining the written consent of the other Party, disclose the other Party’s Confidential Information to persons other than the following: its legal counsel and accountants subject to professional confidentiality requirements and applicable privileges; state licensing boards or agencies; federal or state governmental authorities; applicable accreditation agencies; and third-party reimbursement agencies or parties to whom such disclosure is required pursuant to the terms of an applicable agreement for reimbursement. As used herein, “Confidential Information” means any information relating to intellectual property, products, services, personally identifiable information, developments, inventions, processes, practices, designs, drawings, plans, finances, trade secrets, Deliverables, and any other information relating to any current, future, or proposed program, project, practice, method of operation, or plan, either marked or identified in writing as confidential or proprietary, or that a reasonable person would understand to be considered confidential by the disclosing Party.
- 6.4. **This Section 6.4 only applies where Supplier will receive or have access to Protected Health Information or Electronic Protected Health Information as defined by the Health Insurance Portability and Accountability Act (“HIPAA”) or the Health Information Technology for Economic and Clinical Health Act (“HITECH”).** The University’s Business Associate Agreement is hereby incorporated by reference and the Supplier agrees to be bound by its terms. The Business Associate Agreement is available upon request from University Procurement.
- 6.5. **This Section 6.5 only applies where Supplier will have access to Personally Identifiable Information as defined by the Family Educational Rights and Privacy Act (“FERPA”).** Supplier acknowledges that the University is subject to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99). If Supplier obtains or accesses personally identifiable information, student education records, or other similar information that must be kept confidential in accordance with applicable law, the Supplier must (i) take sufficient steps to safeguard the information and data from unauthorized disclosure, (ii) only use the information consistent with the purpose for which it is created or provided, (iii) not disclose such information to any third-party, and (iv) promptly notify the University of any breach of the foregoing obligations. Supplier agrees that any such information in its possession will be properly disposed of according to applicable retention and disposal laws or returned to University upon termination of the relevant Order.
- 6.6. **This Section 6.6 only applies where Supplier will operate on University-owned or controlled premises or otherwise interact with students, faculty, staff, or minors.** (a) Supplier acknowledges and agrees that the University has a legal obligation to investigate and remedy potentially unlawful actions taken against its students, faculty, or staff or concerning operations or services on University-owned or controlled premises. Supplier agrees to (i) cooperate with the University in meeting such obligations, including any actions or investigations, and (ii) take remedial actions necessary to address harassment or discrimination. If University determines that the remedial action taken or proposed by Supplier is unacceptable, the University may immediately terminate any or all Orders without cost or penalty. (b) Supplier agrees that it will not provide services to children while operating on University-owned or controlled premises without complying with the Sex Offenders Registration Act, 57 O.S. § 581 *et seq.*, as amended, and the Mary Rippey Violent Crime Offenders Registration Act, 57 O.S. § 591 *et seq.*, as amended. If Supplier does provide services

to children, the Supplier certifies that it does not and will not employ any individual registered under the Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act and the Supplier agrees to obtain signed statements from all employees and agents performing services on University-owned or controlled premises that such employee or agent is not currently required to register under the Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act. (c) After receipt of written notice from the University, the Supplier shall immediately remove any employee or agent who participates in improper or illegal acts, violates any University policy, violates any provision of any Order, or whose continued presence on University-owned or controlled premises is deemed in the University's discretion not to be in the best interests of the University.

- 6.7. **This Section 6.7 only applies to the extent Supplier will have access to the University's network or systems.** The Supplier shall adhere to University policies concerning acceptable use of internet and electronic mail, facility, and data security, as modified or amended from time to time. Supplier is responsible for reviewing and relaying such policies to the Supplier's employees, agents, and subcontractors, and for ensuring their compliance.
- 6.8. **This Section 6.8 only applies to Orders involving the provision of web content or mobile applications.** (a) Supplier acknowledges that University must comply with the Americans with Disabilities Act ("ADA"). As applicable, Supplier warrants that the Product supports assistive software or devices such as large print interfaces, text-to-speech output, voice-activated input, refreshable braille displays, alternate keyboard or pointer interfaces, and otherwise conforms in all respects to the Web Accessibility Initiative Web Content Accessibility Guidelines 2.1 Level AA (<https://www.w3.org/WAI/standards-guidelines/>). (b) Supplier must ensure that maintenance and upgrades are implemented in a manner that does not compromise accessibility. Supplier must provide the University a current, accurate, and completed Voluntary Product Accessibility Template (VPAT) to demonstrate compliance with accessibility standards (<https://www.itic.org/policy/accessibility>) at the time of purchase, the start of each renewal term, and after platform updates. If the Product does not comply, the Supplier must adapt the Product to ADA requirements in a timely manner and at no cost to the University. (c) Supplier authorizes the University and any end user to make lawful, non-infringing uses to facilitate access to the product by users who have disabilities.
- 6.9. **This Section 6.9 only applies to Orders involving bulk sensitive personal data or United States government-related data as defined by Executive Order 14117 and its implementing regulations under 28 CFR Part 202.** Supplier agrees to comply with Executive Order 14117 and its implementing regulations under 28 CFR Part 202. Specifically, Supplier certifies that it is not a covered person and warrants that it will not transfer, disclose, or otherwise make available or accessible, directly or indirectly, any bulk sensitive personal data or United States government-related data to any covered person or country of concern, as defined by the Executive Order or implementing regulations, unless such transfer or access is authorized under United States law. Supplier agrees that it will not provide any third party access to such data without specific written authorization from University and further agrees to ensure that any third party to whom it provides access to such data also complies with these requirements and does not transfer, disclose, or give access to such data in violation of United States law. Supplier must promptly notify University of any actual or potential violation of these obligations.
- 6.10. **This Section 6.10 only applies to Orders involving the Use of Artificial Intelligence in providing goods/services.** As used herein, Artificial Intelligence ("AI") means technologies, including but not limited to machine learning, deep learning, and neural networks that are capable of performing tasks that typically require human intelligence, such as content generation, visual perception, speech recognition, decision-making, and language translation. Supplier must notify the University if their solution or service includes, or makes available, any AI Capabilities including AI from third parties or subcontractors. Supplier must disclose the use of AI and provide clarity about how decisions are made. Prior to implementing any new or additional AI capabilities, Supplier shall promptly notify University with details of such implementation, including the details of any third-party AI suppliers. Any new AI product capabilities proposed by the Supplier must either 1) receive prior written approval from the University before such capabilities are provided to or used by the University; and 2) the AI feature will be disabled by default and can only be enabled once the University has received at least thirty (30) days prior written notice of the new AI product capabilities being implemented. The University retains the right to review such capabilities to assess their impact on operations and data security. The University reserves the right to terminate any contract that presents an unacceptable level of risk to the University. Supplier may only use and provide AI in compliance with the requirements herein. Supplier's disclosure should include the following details, where available: (a) clearly identify the AI tool or system used, including name and version, (b) explain the purpose and context for using AI, (c) describe the stage(s) at which AI is used, (d) clarify whether the AI system is making decisions or supporting human decision-making, (e) summarize how the AI generates outputs or decisions and provide a plain-language explanation of AI output, including

what it does not do or understand, (f) state the origin and type of data used to train or fine-tune the AI system, (g) disclose known limitations, risks, or biases when known, (h) keep logs of AI-generated inputs and outputs, where appropriate, and (i) document instances of human oversight, intervention, or override. The Supplier shall adhere to all current and applicable federal, state, and local laws and other regulatory requirements applicable to the development, deployment, and management of AI technologies utilized under this Agreement as in effect at the Effective Date and as may evolve during the term of this Agreement. Supplier will ensure that any personal data used, processed, or generated by AI systems in connection with this Agreement is collected, stored, processed, and transferred in full compliance with all applicable data protection and privacy laws, regulations, and guidance. Supplier represents and agrees that its work product will be original or that any pre-existing content, third-party content, or artificially generated content will be identified to the University with reasonable specificity. The Supplier represents and warrants that Supplier has all the necessary rights and licenses to use any third-party and open-source technology to provide the goods/services using the AI solution, deliverables, and any services. The Supplier represents and warrants that the AI solution, deliverables, and any services will not misappropriate, violate, or infringe any third-party IP rights. The University retains full ownership of its data, and the Supplier must not use, disclose, or allow access to the data for any purposes not specifically authorized by the University. Outputs of AI used by the Supplier or third parties that is provided to the University users (“Outputs”) are deemed to be University Data. Supplier shall implement reasonable data protection and security measures that comply with applicable laws and industry standards to protect University data from unauthorized access or breaches. Supplier agrees to indemnify and hold harmless the University and its directors, officers, employees, and agents from any and all liabilities, losses, costs, damages, claims, liens, judgments, penalties, fines, attorneys’ fees and costs, court costs and other legal expenses, insurance policy deductibles, and all other expenses arising out of or related to a data breach attributable to Supplier’s intentional acts, negligence, or failure to maintain technical controls consistent with industry standards. Unless otherwise agreed upon by the University, the Supplier shall not store, use, or transmit University Data outside of the United States. Supplier shall ensure any of its subcontractors using AI services directly relating to the delivery of the Goods/Services (including any use of University data) complies with the same standards and obligations imposed on Supplier in this Agreement. Upon request by the University, the Supplier shall provide a comprehensive list of all of its subcontractors engaged in providing AI services under this Agreement, including descriptions of their roles and involvement. The Supplier is expressly prohibited from using any data provided by the University, including personal and sensitive data, inputs provided by the University users (“Inputs”) and outputs of the AI provided to the University users (“Outputs”) to train or otherwise improve AI, except in the case the AI model is a model with a closed training data set and such AI model is used solely for the benefit of the University (“Closed AI Model”) and under strict conditions that safeguard the confidentiality and ownership of such data. Upon termination or expiration of this Agreement, Supplier shall permanently delete such Closed AI Model. Supplier will not share any University Data with any of its subcontractors for the purpose of training AI models without explicit written consent from the University detailing the scope and purpose of data usage. Under no circumstances shall the Supplier repurpose any University Data, including text and non-personal data, for the benefit of other clients or for any use outside the scope explicitly approved by the University in writing.

6.11. This Section 6.11 only applies to Orders involving Suppliers having access to or maintaining University Data access or access to the University network. Supplier will maintain cyber liability and technology professional liability (Technology Errors and Omissions) insurance with limits as required by the Minimum Insurance Requirements for University Contracts (set forth at <https://www.ou.edu/purchasing/policies-and-procedures> and incorporated herein by reference) for each cyber incident that provides coverage for: (1) liability for network security failures and privacy incidents, including loss or unauthorized access, collection, use, or disclosure of University Data, whether by Supplier or any subcontractor or cloud service provider used by Supplier; (2) costs associated with a privacy incident, including notification of affected individuals, customer support, forensics, crisis management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals; (3) expenses related to regulatory compliance, government investigations, fines, fees, assessments, and penalties where insurable by law; (4) liability for technological products and services provided by or created by Supplier, including intellectual property infringement or misappropriation; (5) liability for professional services provided by Supplier; (6) PCI fines, fees, penalties, and assessments; (7) cyber extortion resolution and response costs; (8) first and third-party business interruption loss and extra expenses resulting from a network security failure or system failure; (9) the costs of restoring, updating, recreating, or replacing data; and (10) liability losses connected to network security, privacy, and media liability. The required insurance coverages do not infer or place a

limit on the liability of Supplier nor has University assessed the risk that may be applicable to Supplier. Supplier shall assess its own risks and, if deemed appropriate and/or prudent, maintain higher limits and/or broader coverage. In the event Supplier maintains broader coverage and/or higher limits than the minimums shown above, the University requires and shall be entitled to the broader coverage and/or higher limits maintained by Supplier. Any available insurance proceeds more than the specified minimum limits of insurance and coverage shall be available to the University. The Supplier's insurance will be primary and any insurance or self-insurance maintained by the University will not contribute to, or substitute for, the coverage maintained by Supplier. Certificates of insurance reflecting applicable limits and sub-limits will be provided to the University upon request. The University will be named as Certificate Holder and will be provided with a waiver of subrogation by endorsement to the required Cyber Liability policy. The certificate must confirm the required coverages in the "Additional Comments" section or Supplier must provide a copy of the declarations page confirming the details of the cyber insurance policy. Supplier will be responsible for all deductibles, self-insured retentions or waiting period requirements. Supplier shall provide notice of any relevant coverage sub-limits under the policy. If the Cyber Liability and Tech E&O policy is written on a claims-made basis, the retroactive date should be prior to the commencement of the Agreement. If the policy is written on a claims-made basis and non-renewed at any time during and up until the completion of the project or services, Supplier shall maintain coverage that meets these requirements for a period of not less than three (3) years from the date of completion of the project or services with a retroactive date prior to the commencement of the project or services or shall purchase an Extended Reporting Period for at least a three (3) year period. All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VIII.

6.12. **This section 6.12 only applies to Orders involving the development or modification of source code or computer software on behalf of the University.** Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for the University, the Supplier has an obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third-party escrow agent acceptable to the University. Supplier shall keep and maintain a current copy of the source code, object code, compiling instructions and all relevant development and user documentation, for all products that are the subject of this Agreement, with a mutually acceptable escrow agent. The escrowed materials shall be updated semi-annually and within 30 days after any major release by the Supplier for the term of this Agreement. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the University, including terms that authorize the escrow agent to release the escrowed materials to the University, and provide that the University receives ownership of all escrowed materials, upon the occurrence of any of the following: (a) A default of the obligations of the Supplier under the agreement with the University; (b) An assignment by the Supplier for the benefit of its creditors; (c) A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature; (d) The filing of a petition in bankruptcy by or against the Supplier; (e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property; (f) The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the University; (g) Supplier's ceasing of maintenance and support of the software; or (h) Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law. In the event of their release, the University shall have the right to use, modify, and maintain escrowed materials for the sole purpose of continuing the benefits afforded to the University under or pursuant to this Agreement. The University shall be obligated to maintain the confidentiality of the released materials, and if the release event has been remedied, the Supplier or its successor organization has the right to put the software back into escrow and all Intellectual Property associated with the Supplier software and materials remains with the Supplier or its successor organization. At its own expense, the University reserves the right to audit, in the presence of the Supplier agent, that the deposits and updates have been made appropriately. Supplier, University and the third-party escrow agent may need additional time to finalize the details of the source code escrow. The parties will work to finalize the details of the source code escrow over the sixty (60) days following the effective date of the Agreement.