



PROCUREMENT

The UNIVERSITY of OKLAHOMA

PART 2
GENERAL TERMS AND CONDITIONS
REQUEST FOR PROPOSALS

UNIVERSITY OF OKLAHOMA
ALL CAMPUSES

These General Terms and Conditions (“General Terms”) is a Contract Document, as defined herein, in connection with the Solicitation awarded by the Board of Regents of the University of Oklahoma (“University”) to the Contractor, as identified in the Contract. It is applicable to all Solicitations awarded by the University. Unless specifically agreed in writing in a separate Contract Document, the Contract is effective upon the date last signed by the Parties (“Effective Date”). Contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the University until the Contract is effective, except as specifically agreed to in writing by the University.

In addition to other terms contained in an applicable Contract, the Contractor and University agree to the following General Terms:

ARTICLE 1.

SCOPE, TERM, AND RENEWAL

1.1 Scope. (a) The University has engaged Contractor to provide the Goods or Services set forth in the Solicitation. (b) The Contractor may not add Goods or Services to its offerings under the Contract without the University’s prior written approval. Such request may require a competitive bid of the additional Goods or Services. If the need arises for Goods or Services outside the scope of the Contract, the Contractor shall contact the University.

1.2 Term, Renewal. (a) This Contract shall be effective starting on the Effective Date and terminate on June 30 of the year immediately following the Effective Date (“Contract End Date”). (b) This Contract will renew upon the same terms and conditions set forth herein, on the then- current Contract End Date for an additional 12-month period, unless either Party notifies the other Party in writing, no later than 30 calendar days before the end of the Contract End Date, of its intention not to renew. (c) Unless specified in the Solicitation, in no event shall this Contract be renewed for more than four (4) additional 12-month periods beyond the initial Contract End Date.

1.3 Review Before Renewal. If the Contract is renewable, before any Contract renewal, the University shall subjectively consider the value of the Contract to the University, the Contractor's performance under the Contract, and shall review certain other factors, including but not limited to the: (i) terms and conditions of Contract to determine validity with current applicable Laws and University policy; (ii) current pricing and discounts offered by the Contractor; and (iii) current Goods and Services offered by the Contractor. If the University determines changes to the Contract are required as a condition precedent to renewal, the Parties will cooperate in good faith to evidence such required changes in an Addendum.

1.4 Contract Extension. (a) The University may extend the Contract for ninety (90) calendar days beyond a final renewal term at the Contract compensation rate for the extended period. If the University exercises such option to extend ninety (90) calendar days, the University shall notify the Contractor in writing before Contract end date. The University, at its sole option and to the extent allowable by Law, may choose to exercise subsequent ninety (90) calendar day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Contractor. (b) The Contractor acknowledges that any extension by the University under this **Section 1.4** does not constitute a renewal of the Contract.

1.5 Registration Precedent to Renewal. The Contractor understands that the Contractor registration must register with the University in its supplier registration system as a precondition to any renewal of the Contract.

ARTICLE 2.

GENERAL REPRESENTATIONS BY THE PARTIES

2.1 Contractor's Representations. At all times during the effective dates of Contract or while providing work or other services under the Contract or other Contract Documents, the Contractor represents, warrants, and affirms that it is professionally qualified and is experienced in performing the services, work, or other obligations of comparable function and complexity as contemplated by the Solicitation and Contract. (b) To the extent licensure, accreditation, or other authorization is required by applicable Law, Contractor (i) is permitted to practice or perform such services, work, or other obligations as contemplated herein and (ii) will maintain all necessary licenses or other authorizations necessary until the Contractor's duties have been fully satisfied and performed. (c) The Contractors shall perform the work, services, or other obligations undertaken in a manner consistent with the prevailing accepted standard for similar services or work with respect to projects of comparable function and complexity.

2.2 Mutual Representations. By accepting this Contract, the Parties represent that (i) the performance of the Parties' respective obligations under the Contract and other Contract Documents have been duly authorized and (ii) the Contract and other Contract Documents constitutes legal, valid, and binding obligations, enforceable against the other Party in accordance with its terms.

ARTICLE 3.

CONTRACT DOCUMENTS AND OWNERSHIP

3.1 Incorporation. The Contract Documents form the Contract between the University and the Contractor. Each of the Contract Documents will be a part of the Contract to the same extent as if fully set forth in this Contract in its entirety.

3.2 University's Ownership of Contract Documents, Deliverables. (a) All Contract Documents and Deliverables are and shall be the sole property of the University. (b) The Contractor (i) agrees that all intellectual rights arising from the creation of the Deliverables under this Contract shall be vested in the University and (ii) waives and relinquishes all claims to such intellectual rights in favor of the University. (b) The University acknowledges that (i) its use of the Deliverables is limited to the purposes contemplated by the Solicitation and the Contract, (ii) the Contractor makes no representation of the suitability of the Deliverables for use in or application to circumstances not contemplated by the Contractor's Bid, and (iii) the Contractor's intellectual property rights in any materials, processes, know-how, and the like not specifically created as a result of the Contract or for the University or existing before the Contract shall at all times remain the Contractor's sole property, to which the University shall not have any interests or rights.

3.3 Priority. (a) Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence: (1) any Addendum, (2) any applicable Solicitation, (3) any Contract-specific terms contained in a Contract Document, (3) these General Terms, (4) any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or Law, (4) any statement of work, purchase order, or other similar ordering document as applicable, and (5) other mutually agreed Contract Documents. (b) If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Contractor, including but not limited to, linked or supplemental documents which alter or diminish the rights of the University, the conflicting terms provided by Contractor shall not take priority over this Contract Document. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

ARTICLE 4.

PRICING AND PAYMENT

4.1 Pricing. The Contractor shall be paid by the University for the Goods and Services at the prices and costs, including reimbursable expenses, set forth in the accepted Bid. The University shall only pay the Contractor for services performed, materials furnished, and goods provided in the manner and in such amounts as set forth in the Bid, plus reasonable reimbursable expenses if specifically identified and designated as reimbursable, which altogether shall not exceed the maximum Contract Price if one is fixed in the Solicitation. If this Contract is renewable, the maximum Contract Price shall apply to each term individually. No charges relating to implementation will be applicable to any renewal.

4.2 Increases Upon Renewal. (a) The Contractor is permitted to increase the cost of Goods and Services under the Contract upon renewal, but only at the rate and amount set forth in the accepted Bid. (b) If no rate or amount is included in the accepted Bid, such increase shall not exceed two and one half (2.5%) percent, which shall only apply if the Contractor notifies the University before renewal.

4.3 Timing and Conditions of Payment. (a) The University's obligations under **Section 4.1** shall not accrue until the University receives a Proper Invoice from the Contractor. (b) The University will have forty-five (45) calendar days within which to pay a Proper Invoice. If University fails to pay a Proper Invoice within that time, the Contractor shall have the right to interest thereon as allowed by Oklahoma Law. (c) The Contractor shall maintain documentation of all billed charges and shall make such documentation available to University upon request or as otherwise stated in this Contract. (d) All invoices for services rendered under this Contract shall be received by University within sixty (60) calendar days of the end of the University's fiscal year (June 30). The University shall not be obligated to pay invoices submitted beyond the deadline established by this Section.

4.4 Shipping. All shipments of Goods to the University under the Contract shall be FOB Destination at the location provided by the University, with all related fees included in the Contract price. No additional fees shall be charged to the University for standard shipping and handling. If the University requests expedited or special delivery, the University will be responsible for any charges for expedited or special delivery.

ARTICLE 5.

ORDERING, DELIVERY, INSPECTION, AND ACCEPTANCE

5.1 Ordering. Any Goods or Services furnished under the Contract shall be ordered by a purchase order or by the use of a valid Purchase Card. There is no limit on the number of purchase orders that may be issued or Purchase Card transactions. Delivery to multiple destinations may be required. All orders are governed by the terms and conditions of the Contract. Any purchase order or Purchase Card transaction dated prior to termination or expiration of the Contract shall be performed unless otherwise agreed in writing by the Parties.

5.2 Delivery. The Contractor shall deliver Goods and Services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in Goods or Services, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the University. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education, and experience for performing the services as the person being replaced.

5.3 Right to Inspect Before Acceptance. (a) Any Goods or Services provided pursuant to the Contract shall be subject to final inspection and acceptance by the University and the University assumes no responsibility for Goods or Services until accepted. Any deemed acceptance of any Goods or Services provided in any Contractor document or other agreement shall not apply automatically upon provision of a service or receipt of a Good or Service. Any initial acceptance shall not waive any rights or remedies the University may have upon discovery of a latent defect. (b) Notwithstanding any other shipping term, title and risk of loss or damage to a Good shall be the responsibility of the Contractor until accepted by the University. The Contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to the University's acceptance.

5.4 Warranty. The Contractor represents and warrants that any Goods or Services furnished by or through the Contractor shall individually, and where specified by Contractor to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) calendar days from the date of acceptance or the maximum allowed by the manufacturer, provided the foregoing shall not diminish any other applicable warranty. A defect in a product furnished by or through the Contractor shall be repaired or replaced by Contractor at no additional cost or expense to the University if such defect occurs during the warranty period.

ARTICLE 6.

TAXES

6.1 University's Tax Responsibilities. (a) As a constitutional entity of the State of Oklahoma, the University is exempt from sales, use, and excise taxes imposed by the State of Oklahoma, and from federal excise taxes pursuant to Title 26 of the United States Code. The University will provide a tax-exempt certificate upon request. (b) The University will only be responsible for taxes, duties, fees, levies, premiums, or other charges imposed by any Governmental Authority applicable to the University. All pricing hereunder shall be exclusive of such taxes. (c) In no event shall the University pay or be obligated to pay, either directly or indirectly, any taxes of any kind charged to or owed by Contractor and Contractor shall not adjust or charge any fees, costs, or other amounts to recover the same.

6.2 Contractor's Tax Responsibilities. (a) The Contractor shall pay all taxes, duties, fees, levies, premiums, or other charges imposed by any Governmental Authority, directly or indirectly, arising from or relating to the goods or services provided under the Solicitation and Contract. (b) The Supplier is responsible for all taxes arising from compensation and other amounts paid under this Contract and is responsible for the Supplier's employees' payroll taxes and fringe benefits. (c) The Supplier shall provide documents evidencing any tax payments upon the University's request, and the University shall provide documents evidencing its tax-exempt status upon the Supplier's request.

ARTICLE 7.

CONFLICT OF INTEREST

7.1 Disclosure of Conflicts. In addition to any requirement of Law or of a professional code of ethics or conduct, the Contractor Parties are required to disclose any outside activity or interest that conflict or may conflict with the best interest of the University. Prompt disclosure is required if the activity or interest is related, directly or indirectly, to any Person or entity currently under contract with or seeking to do business with the University, the State of Oklahoma, and their respective employees or any other third-party individual or entity awarded a contract with the either. Further, as long as the Contractor has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the University. Any conflict of interest shall, at the sole discretion of the University, be grounds for partial or whole termination of the Contract.

7.2 Attestation. A designated officer, director, or principal of Contractor shall execute and attest that the Contractor nor Contractor Party has (i) paid, given, or donated or agreed to pay, give, or donate to any University Party (including their family members) or the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the Contract or (ii) improperly exerted or attempted to influence any University Party involved in this Solicitation or who has authority over any decision involving this Solicitation to breach, circumvent, evade, or avoid any Law or University policy or process.

7.3 Gratuities. The Contract may be immediately terminated, in whole or in part, in accordance with **Article 14**, if a Contractor Party violates any Law by offering or giving a gratuity or kick-back to any University Party directly or indirectly involved in the Contract or Contract Documents.

ARTICLE 8.

RECORDS, INSPECTION, AND CONFIDENTIALITY

8.1 Accessing and Inspecting Records, Retention. (a) University and any other applicable Governmental Authority shall have the right to access, examine, inspect, and audit, at no additional cost to the University, all Records relevant to the execution and performance of the Contract. (b) Contractor is required to retain Records relating to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of the Contract unless otherwise stated in the Contract. If a claim, audit, litigation, or other action involving such records is started before the end of the seven-year period, the Records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

8.2 Confidential Information. Each Party ("Receiving Party") may, from time to time, learn, receive, hold, or have access to (in written, oral, or electronic form) Confidential Information from the other Party ("Disclosing Party").

8.3 Use, Disclosure, and Protection of Confidential Information. Any Confidential Information shall be used and disclosed by the Receiving Party (including its employees, agents, and independent contractors) only to the extent necessary to perform the Receiving Party's obligations in this Contract or otherwise in connection with the Goods or Services provided by Contractor, by either (i) exercising reasonable care to prevent unauthorized use or disclosure, which shall in no event be less than the same degree of care it uses to protect its own information of like importance from unauthorized use or disclosure, and by, to the extent applicable, (ii) protecting, using or disclosing such Confidential Information in accordance with applicable Laws, and standards, including the Family Educational Rights and Privacy Act, the Health Insurance Portability and Accountability Act of 1996, Health Information Technology for Economic and Clinical Health Act, Payment Card Industry Data Security Standard, and such Acts' regulations, as such laws, regulations, and standards now exist or are hereafter enacted (including any laws, regulations, or standards hereafter enacted as respecting similar student, health, financial, or individually identifiable information) (the Laws and standards referred to in this clause (ii) being collectively referred to as the "Specified Laws"). To the extent Confidential Information includes "protected health information" as that term is defined by Health Insurance Portability and Accountability Act of 1996 or other similar law as may be hereafter enacted, the Parties agree to execute a separate business associate agreement if University deems in its sole discretion that one is appropriate. To the extent Confidential Information includes materials subject to the attorney-client privilege, the attorney work product doctrine or any other applicable privilege, the Parties understand and agree that they have a commonality of interest with respect to such matters and it is the Parties' intention and mutual understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, the attorney work product doctrine or any other applicable privilege.

8.4 Permitted Disclosure of Confidential Information.

8.4.1 Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information received hereunder:

8.4.1.1 As required by applicable Laws, including court order subpoena, or investigative demand.

8.4.1.2 The Oklahoma Open Records Act (ORA), 51 O.S. § 1, *et seq.* If Contractor fails to clearly designate or identify written or electronic Records as confidential, privileged, or otherwise expected from disclosure under the ORA, the University is under no obligation and has no responsibility to treat them as exempt under the ORA.

8.4.1.3 To the extent required (i) by affiliates, agents, consultants, accountants, representatives, counsel, or similar Person who have a need to know such Confidential Information of such Party (A) for any legal, regulatory or accreditation purposes, (B) in the fulfillment of its obligations under this Contract or otherwise with respect to the Project, or (C) in the operation of the business of the University, Contractor, or their respective affiliates; or (ii) by the University's financing parties or rating agencies; provided, in each case, that with respect to Confidential Information that is protected or regulated by the Specified Laws, each Person who receives disclosures of such Confidential Information from a Receiving Party pursuant to this **Section 8.4.1.3** shall be required to agree in writing to comply with the Specified Laws insofar as relates to such Confidential Information.

8.4.2 If the University receives a request or demand as set forth in **Section 8.4.1.1** or **Section 8.4.1.2**, after making reasonable effort to give (to the extent permitted by applicable Laws) the Disclosing Party prompt prior notice of its intent to make such disclosure and, to the extent legally able, the Receiving Party will cooperate in good faith with the Disclosing Party to permit the Disclosing Party, at its expense and discretion, to file an application with a court of competent jurisdiction and enjoin the Receiving Party from releasing the requested Confidential Information. For the avoidance of doubt, the University's cooperation as set forth in this **Section 8.4.2** shall not require nor obligate the University in any legal proceeding or assisting Contractor in obtaining any injunction or other relief in any judicial proceeding.

8.5 Publicity. Contractor shall not make any public announcement regarding the Project or otherwise with respect to the Project without the prior written consent in each instance of the University prior to Final Completion. The Contractor may publicly refer to the University, including on its and in sales presentations, for the sole purposes of identifying the University as a client. Notwithstanding the foregoing, in no event may Contractor use the University's logo without the University's prior written consent in each instance.

8.6 Sale of Data. Contractor Parties shall not sell or provide to any third-party for commercial purposes any information or data it receives from the University, including lists or names of students, staff, or faculty; addresses, email, or telephone numbers; or any other aggregated data concerning University Parties.

ARTICLE 9.

ENVIRONMENTAL PROTECTION

9.1 Compliance with Environmental Requirements. The Contractor shall comply with all Environmental Requirements applicable to the Contract or Contract Documents.

9.2 Hazardous Substances Prohibited. (a) Except for Hazardous Substances contained in products used by Contractor in *de minimis* quantities or as required to perform service or work under the Contract or other Contract Documents, Contractor shall not permit or cause any party to bring any Hazardous Substances to any University Property or transport, store, use, generate, manufacture, or Release any Hazardous Substances on or from any University Property without the University's prior written consent. Contractor shall not keep firearms, air guns or rifles, explosives, or any noxious, dangerous substances within or on University Property. (b) Notwithstanding anything to the contrary in the Contract or other Contract Documents, Contractor shall indemnify, defend, and hold University Parties harmless from and against any and all losses (including diminution in value of University Property, including loss or rental income), claims, demands, actions, suits, damages (including punitive damages), expenses (including remediation, removal, repair, corrective action, or cleanup expenses), and costs (including actual attorneys' fees, consultant fees or expert fees and including removal or management of any Hazardous Substances brought onto University Property or disturbed in breach of the requirements of the Contract, regardless of whether such removal or management is required by law) which are brought or recoverable against, or suffered or incurred by the University as a result of any Release of Hazardous Substances or any breach of the requirements under the Contract by Contractor Parties regardless of whether Contractor had knowledge of such noncompliance. This indemnity provision is intended to allocate responsibility between the University and Contractor under Environmental Requirements and shall survive expiration or termination of the Contract. The obligations of Contractor under this section shall survive any expiration or termination of this Contract.

9.3 University Consent. Contractor shall not perform any response, removal, remedial, or restoration actions relating to Environmental Requirements without the prior written consent of University, except that such prior written consent shall not be required to the extent that (i) any response, removal, remedial, or restoration action is required pursuant to a court or discovery order or order of any applicable Governmental Authority, or (ii) prompt action is required to abate an imminent and substantial threat to the health, safety and welfare of Persons on University Property and the University has provided verbal approval to take such actions.

9.4 Environmental Permits. Contractor shall obtain on or before the date required under Environmental Requirements and at its cost and expense any environmental permits required for the performance of its obligations under the Contract or other Contract Documents.

9.5 Hazardous Substance Disposal. Contractor shall not treat, store, or dispose of Hazardous Substances on University Property. Contractor shall dispose of its Hazardous Substances in its own name and under its own manifest number unless otherwise authorized in writing by University. Contractor shall be liable for the cost of proper disposal of any Hazardous Substances generated by Contractor Parties if the Contractor Parties fail to dispose properly of such Hazardous Substances.

ARTICLE 10.

INDEMNITY AND DAMAGES

10.1 Contractor's Indemnification. Contractor shall defend, hold harmless, and indemnify the University Parties from and against all claims, demands, losses or damages, costs, or expenses (including reasonable attorneys' fees and other expenses incident thereto) on account of or arising from (i) damage to any property, Person, or other injury or damage to the extent due to the Contractor Parties' acts or omissions or (ii) the Contract Documents. The indemnification obligations assumed by Contractor under this paragraph is not limited in any way by (x) the existence, coverage, or amounts of property or liability coverage required by this Contract, carried by Contractor, or which apply to any claims losses, costs, expenses, and causes of action arising from this Contract or (y) any other agreements or contract.

10.2 Damage to University's Property. To the extent Contractor Parties lose, damage, or destroy any University Property due to the acts, negligence, misconduct, or omissions on the part of the Contractor Parties, the Contractor shall repair or replace the property to a similar condition which existed immediately prior to the event or act causing the damage. If such loss, damage, or destruction is of such a magnitude that repair or replacement is not a reasonable option, such amount shall be invoiced to, and is payable by, Contractor sixty (60) calendar days after the date of Contractor's receipt of an invoice for the negotiated settlement amount.

10.3 Infringement. The Contractor shall indemnify the University Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection the Contractor's breach of any Contractor Parties' representations and warranties in the Contract or other Contract Documents or alleged infringement of any patent, intellectual property, copyright, or other property right in connection with a product or service provided under the Contract. The Contractor's duty under this **Section 10.3** is reduced to the extent a claimed infringement results from: (a) the University's content; (b) modifications by the University or third party to a product delivered under the Contract or other Contract Documents or combinations of the product with any non-Contractor-provided services or products unless the Contractor Parties recommended or participated in such modification or combination; (c) use of a product or service by the University in violation of the Contract or Contract Documents unless done so at the direction of the Contractor Parties, or (d) a non-Contractor Parties' product that has not been provided to the University by, through or on behalf of the Contractor Parties as opposed to its combination with products the Contractor Parties provides to or develops for the University.

10.4 Contractor Parties Indemnity. Contractor is responsible for and shall ensure that any awards, contacts, or other agreements Contractor enters with any Contractor Parties for the performance of any of Contractor's obligations, services, work, or responsibilities under the Contract Documents includes indemnification rights in favor of the University.

10.5 University Liability. Subject to and in accordance with the provisions of the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, *et seq.*, the University shall be responsible for damages or injuries caused by the University and its regents, officers, employees, invitees, representatives, or agents.

10.6 Limitation of Liability. (a) With respect to any claim or cause of action arising under or related to the Contract or Contract Documents, the University shall not be liable to the Contractor for lost profits, lost sales, business expenditures, investments, or commitments in connection with any business, loss of goodwill, or for any other indirect, incidental, punitive, special, or consequential damages, even if advised of the possibility of such damages. (b) No provision of the Contract or Contract Documents may limit damages, expenses, costs, actions, claims, and liabilities arising from or related to bodily injury or death, or damage or destruction of property, caused by the Contractor or Contractor Party; indemnity, security, or confidentiality obligations under the Contract or Contract Documents; the bad faith, negligence, intentional misconduct or other acts for which Laws do not allow exemption from liability of the Contractor, whether on its own behalf or on behalf of a Contractor Party. (b) The limitation of liability and disclaimers set forth in this **Section 10.6** will apply regardless of whether the University has accepted a good or service. The Parties agree that the Supplier has set its fees and entered the Contract in reliance on the disclaimers and limitations set forth herein, and that the same reflect an allocation of risk between the Parties and form an essential basis of the bargain between the Parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

10.7 Survival. This **Article 10** shall survive the expiration or earlier termination of this Contract, and Contractor's obligations hereunder shall apply whenever University (or any Indemnified Party) incurs claims of the types covered by the undertakings provided by the Contractor pursuant to this **Article 10**.

ARTICLE 11.

INSURANCE AND BONDS

11.1 Required Insurance. Unless otherwise provided, the Contractor shall obtain and maintain the Insurance, at its own expense and at no additional cost to the University or the Project, without exception during the entire term of the Contract, with limits set forth in the Insurance Addendum.

11.2 General Insurance Requirements. Unless otherwise provided, in addition to the required limits and requirements set forth in the Insurance Addendum, all insurance required under **Section 11.1** must:

11.2.1 Remain in full force and effect through the term of this Contract, at the Contractor's own cost, of the types and in the minimum amounts set forth below with an insurance company authorized to do business in the State of Oklahoma with an A.M. Best rating of A-VII or better. All liability policies except workers' compensation/employer's liability shall be endorsed to include the University as certificate holder.

11.2.2 Contain a provision for thirty (30) calendar days' prior written notice by insurance carrier to University required for cancellation, nonrenewal, or substantial modification.

11.2.3 Cover all liabilities assumed by the Contractor under the Contract including, but not limited to, the Contractor's indemnity obligations in **Article 9** and **Article 10**.

11.2.4 Be primary insurance as to all claims thereunder and provide that any insurance carried by the University shall be excess and noncontributing with any insurance requirement of the Contractor.

11.3 Evidence of Insurance. The Contractor must provide an ACORD Form 25 *Certificates of Liability Insurance* or similar form for liability coverages or other similar form as evidence of such insurance. At University's request, Contractor shall furnish to University duplicate receipts or other evidence satisfactory to University of the payment of all premiums on any and all insurance required to be carried by the Contractor under the Contract. If the Contractor is self-insured for any of the named insurance coverages in the Insurance Addendum, the Contractor shall provide a letter of self-insurance evidencing its self-insured coverage and confirming that the Contractor's assets are sufficient to cover any contemplated self-insurance liability assumed by the Contractor under the Contract.

11.4 Minimum Amounts. The Contractor, at its own cost and no additional cost to the University or Project, may secure or rely on an Umbrella Liability Insurance to meet or otherwise satisfy the minimum liability insurance limits or other requirement for set forth in this **Article 11** or the Insurance Addendum. If the Contractor carries liability insurance coverage in excess of or higher than the limits required herein, the full amount of the insurance coverage actually carried by the Contractor will be available to respond to a covered loss or occurrence.

11.5 Changes in Coverages. The University may (but not more frequently than once every twelve (12) calendar months) review and modify the amounts and types of coverages and policy forms stated in the Insurance Addendum as the University deems necessary or appropriate to reflect inflation or changes in the nature or degree of risks insured so that both Contractor and University are afforded coverage that is then commonly provided in similar circumstances on commercially reasonable terms. Any such adjustments or modifications required by the University pursuant to the foregoing shall be effective and binding upon thirty (30) calendar days written notice thereof.

11.6 Termination/Cancellation of Insurance Coverage. In the event the Contractor fails to maintain and keep in force the required insurance, the Contractor agrees that this will constitute a breach of the Contract, in which case the University shall have the right to (i) terminate this Contract without notice to the Contractor at no cost or penalty to the University or (ii) procure such insurance on the Contractor's behalf and charge the Contractor the premiums therefor, payable on demand. If the University suffers any loss or damage by reason of a failure of the Contractor to maintain the insurance policies required under the Contract, the measure of loss or damage recoverable by the University from the Contractor shall not be limited to the amount of the premium cost of the insurance policy.

11.7 Notice of Claims. During the term of this Contract or any renewals or extensions thereof, the Contractor shall notify the University within ten (10) Business Days, in writing, of any and all claims made against Contractor in which Contractor has notified its insurance carrier, if such claim(s) will or may result in a reduction of the available coverage or aggregate limit of liability to less than the amount of coverage required. The Contractor shall, upon written request by University, provide a written status of any such claims and shall include, without limitation, the name, business address, and telephone number of the claimant and the date the claim was made. Furthermore, upon request by University, Contractor promptly shall inform University, in writing, of any and all claims made against Contractor in which Contractor has notified its insurance carrier for the twelve (12) months prior to entering into the Contract, including without limitation, the amount and status of said claims.

11.8 Required Bonds, Letter of Credit. If applicable the Contract or Contract Documents, the Contractor shall furnish separate Bonds or irrevocable letters of credit as required by Oklahoma Laws.

ARTICLE 12.

COMPLIANCE WITH LAWS, GOVERNING LAW, AND UNIVERSITY POLICY

12.1 Laws, University Policy. Notwithstanding any other provisions contained herein, the Contractor shall comply with all applicable Laws and that such Laws shall be deemed to be included in this Contract the same as though written out in full. Contractor further agrees that it shall comply with the rules, regulations, and policies, as applicable and as amended from time to time, for the using and operating on or in University Property.

12.2 Contractors and Subcontractors. The Contractor shall ensure that it, and any contractors or Subcontractors Contractor employs to perform any services or work under this Contract, complies with the labor laws of the State of Oklahoma and the various acts amendatory and supplementary thereto; and to all other laws, ordinances and legal requirements applicable thereto.

12.3 E-Verify. The Contractor represents it is currently in compliance with and will continue to comply with the requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify.

12.4 Governing Law. The validity, construction and enforcement of the Contract and Contract Documents and all disputes arising in connection with its performance shall be governed by the Laws of the State of Oklahoma without giving force or effect to its choice of law provisions. Any legal action in connection with any rights, duties, and obligations arising from or relating in any manner to the subject matter of this Contract shall be filed in the District Court of Cleveland County in the state of Oklahoma, to which jurisdiction and venue Contractor expressly agrees.

ARTICLE 13.

DEFAULT AND REMEDIES

13.1 Contractor Default. The occurrence of any one or more of the following shall constitute an event of default under this Contract by the Contractor:

13.1.1 Unacceptable Goods or Service. The Contractor repeatedly fails to provide an acceptable Good or Service.

13.1.2 Material Impact on University's Rights. The Contractor unilaterally revises, modifies, or supplements the terms of this Contract through a work order, purchase order, or other document that a materially adverse impact on the University's rights or obligations (except as required by a Governmental Authority).

13.1.3 Failure to Perform. Actual or anticipated failure of the Contractor to perform its obligations under the Contract Documents.

13.1.4 Inability to Pay. The Contractor is unable to pay its debts when due.

13.1.5 Bankruptcy, Insolvency, and Other Events. The Contractor, either voluntarily or involuntarily: (i) is liquidated or terminated or adjudicated as bankrupt or insolvent; (ii) makes a general assignment for the benefit of its creditors; (iii) files a petition, answer, or consent seeking, or have entered against it (or fail reasonably to contest the material allegations of any petition for) an order for relief under any provision of the Bankruptcy Code (or any similar remedy under any provision of the Bankruptcy Code), or consent to the institution of any proceedings thereunder; (iv) convenes a meeting of its creditors, or any class thereof, for the purpose of effecting a moratorium upon or extension or composition of its debts; (v) admits in writing that it is generally not able to pay its debts as they mature or generally not pay its debts as they mature; or (vi) applies for a consent to the appointment of a receiver, trustee, custodian, liquidator or other similar official of all or a portion of its assets.

13.1.6 Levy or attachment. Any levy, lien, or other attachment is filed, submitted, or executed on or against University Property arising from the Contractor's work, obligations, or other responsibilities under the Contract Documents, if such levy, lien, or other attachment is not satisfied or dissolved within sixty (60) calendar days after notice from the University to the Contractor.

13.1.7 Abandonment. The Contractor abandons or fails to perform work or any material activity for more than fourteen (14) consecutive calendar days or twenty (20) calendar days within a two-month time period (in each instance subject to excusable delays, Force Majeure events under **Section 18.12**, and authorized suspensions).

13.1.8 Other Breaches. The breach of any covenant or obligations, or breach in any material respect of any representation or warranty, of the Contractor contained in this Contract or any other Contract Documents that continues for thirty (30) calendar days after delivery of written notice thereof by the University (unless another provision of this Contract or the other applicable Contract Document provides for a different specific cure or performance period [which specific provision shall be controlling]); provided, however, that if such default is not reasonably susceptible to cure within such thirty (30) calendar day (or above-referenced other different specific cure or performance) period but can be wholly corrected within a reasonable period of time (and in any case not exceeding ninety (90) calendar days after such initial written notice) then it shall not constitute a Contractor Event of Default if corrective action is instituted by the Contractor within the applicable period and diligently pursued until the failure is corrected, on the condition that such failure is corrected within such ninety (90) calendar day period.

13.2 Remedies. If an event of default occurs and is continuing, the non-defaulting Party shall have the following rights and remedies, to the extent available under applicable Laws, in addition to all other rights and remedies under this Contract, other Contract Documents, or available at law or in equity:

13.2.1 Termination. The non-defaulting shall have the right to terminate this Contract, in whole or in part, as set forth in **Article 14**.

13.2.2 Specific Performance. The non-defaulting Party shall have the right to enforce specific performance by the Contractor of its obligations under this Contract or other Contract Document.

13.2.3 Self Help. The non-defaulting Party may (but shall not be obligated to) exercise self-help or take other curative actions to the extent not prohibited by applicable Laws, in which case, the Contractor shall, on demand, promptly reimburse the University, with interest, for any and all reasonable fees, costs, and expenses whatsoever incurred by the University in connection with the University's exercise of this remedy.

13.2.4 Enforcement of Bonds and Guaranties. The University may (but shall not be obligated to) exercise any and all rights, powers and remedies available to it as a beneficiary under any Bonds, warranties, guaranties and/or other similar instruments.

13.3 Reimbursement for Costs and Expenses. If a default occurs under this Contract and the non-defaulting Party employs legal counsel or incurs other costs or expenses for the enforcement of (or exercise of self-help or other remedies with respect to) the performance or observance of any agreement on the part of the Contractor contained in this Contract or in the other Contract Documents, the defaulting Party shall, upon ten (10) Business Days' written demand (with appropriate back up documentation substantiating the same), pay to the non-defaulting Party the reasonable fees and disbursements of such counsel and such other costs and expenses so incurred, including all costs of litigation.

ARTICLE 14.

TERMINATION

14.1 University Termination. The University may terminate the Contract, in whole or in part:

14.1.1 For Convenience if it is determined that such termination is in the University's best interest. In such an event, the University will provide the Contractor at least thirty (30) Business Days' written notice of termination.

14.1.2 For Cause, if the Contractor is in default as set forth in **Article 13.**

14.1.3 For Nonappropriation, if funds sufficient to pay obligations under the Contract are not allocated by the Board of Regents or received from an intended third-party funding source. In such an event, the University will provide the Contractor with at least fifteen (15) Business Days' written notice of termination. The determination by the University of insufficient funding shall be accepted by, and shall be final and binding on, the Contractor.

14.2 Effect of Termination under Section 14.1.

14.2.1.1 The University's right to terminate the Contract under **Section 14.1** shall not be considered a default or breach under the Contract or relieve the Contractor of any liability for claims arising under the Contract. Any partial termination of the Contract under **Section 14.1** shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

14.2.1.2 Upon receipt of notice of termination under **Section 14.1**, the Contractor shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a good or service has been accepted as satisfactory prior to the effective date of termination under this **Section 14.1**, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination.

14.2.1.3 Termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. The Contractor shall refund any prepaid fees that are unused when the Contract or certain obligations are terminated. Termination of the Contract under this section, in whole or in part, shall not relieve the Contractor of liability for claims arising under the Contract.

14.2.1.4 The Contractor is entitled to compensation for all services performed prior to termination under **Section 14.1**. In such event, the Contractor shall promptly submit to the University its invoice for final payment and reimbursement, which shall comply with the applicable invoicing requirements.

14.3 Contractor Termination. The Contractor may terminate the Contract if (i) it has provided the University with written notice of a material breach and (ii) the such material breach continues for thirty (30) calendar days after the University’s receipt of the written notice thereof by the Contractor; provided, however, that if such material breach is not reasonably susceptible to cure within such thirty (30) calendar day period but can be wholly corrected within a reasonable period of time (and in any case not exceeding one hundred and twenty (120) calendar days after receipt of such initial written notice) then the University shall not be in material breach of this Contract if the University institutes corrective action within thirty (30) calendar days and is diligently pursuing such cure, on the condition that such failure is corrected within such one hundred and twenty (120) calendar day period.

14.4 Payments After Termination. No payments by the University after termination of this Contract shall reinstate, continue, or extend the term hereof or affect any notice theretofore given by the University, or operate as a waiver of any right of the University to enforce the terms of this Contract.

ARTICLE 15.

NOTICES

15.1 Notices, invoices, communications, and payments (except for legal process) shall be in writing and addressed to the offices of the University Representative and as identified in the Contract, or other addresses as specifically designated in writing in a Contract Document. Contractual notices and communications hereunder shall be deemed delivered on the date received as evidenced by registered or certified mail (postage prepaid) receipts or five (5) Business Days after being deposited in the United States mail if such notice was not sent by registered or certified mail. Contractor shall also provide a copy to:

Office of Legal Counsel The University of Oklahoma 660 Parrington Oval, Suite 213 Norman, Oklahoma 73019	University Procurement The University of Oklahoma 2750 Venture Drive Norman, Oklahoma 73069
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ARTICLE 16.

DISPUTE RESOLUTION

16.1 Negotiation. At any time following the receipt by one Party of a written notice from the other Party of a dispute between the Parties arising under this Contract (a “Dispute”), the receiving Party may require that an authorized representative of each Party (each with authority to settle) meet, confer, and attempt to resolve such Dispute. If the Dispute is not resolved during such meeting or within five (5) Business Days thereafter, the authorized executive leadership of the University and the Contractor shall confer and attempt to resolve such Dispute. The authorized executive leadership shall have five (5) Business Days to resolve such Dispute. This requirement for nonbinding mediation cannot be waived except by an explicit written waiver signed by both Parties.

16.2 Mediation. Disputes not resolved through negotiation pursuant to **Section 16.1** above shall be subject to mandatory mediation. A request for mediation shall be filed in writing by a Party with the other Party, and the Parties shall promptly attempt to mutually agree upon a mediator. The Parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held in Oklahoma City, Oklahoma, unless another location is mutually agreed upon. Representatives of the Parties must attend the mediation session in person with authority to settle the Dispute and with authority to adjust pre-existing settlement authority if necessary. To the extent there are other parties in interest, such as insurers, Subcontractors, or their representatives, also with authority to settle the Dispute and to adjust pre-existing settlement authority, if necessary, shall also attend the mediation session in person.

16.3 Court. If the Dispute is not resolved by the steps above, the Parties shall have the Dispute resolved in a court of competent jurisdiction consistent with **Section 12.4** these General Terms.

ARTICLE 17.

NONDISCRIMINATION, HARASSMENT & VIOLENT OFFENDERS

17.1 Nondiscrimination. In providing any services or work under this Contract, the Contractor shall not discriminate on the basis of race, color, sex, age, religion, gender identity, gender orientation, national origin, handicap or payment source, or on any other basis prohibited by applicable Law.

17.2 Harassment. The Contractor acknowledges and agrees the University has a legal obligation to investigate and remedy potentially unlawful actions taken against its students, faculty, or staff or with respect to operations or services on University Property. To the extent the Contractor is required to comply with applicable Laws with respect to its campus operations and responsibilities, the Contractor agrees to cooperate with the University in meeting such obligations including any actions or investigations, and the Contractor agrees to take remedial actions necessary to address harassment or discrimination. If University determines that the remedial action taken or proposed by the Contractor is unacceptable, University may terminate this Contract immediately without cost or penalty.

17.3 Violent/Sex Offenders. The Contractor agrees it will not provide services to children while operating on University Property without complying with the Sex Offenders Registration Act, 57 O.S. §§ 581, *et seq.* and the Mary Rippy Violent Crime Offenders Registration Act, 57 O.S. §§ 591, *et seq.* If Contractor does provide services to children, Consultant 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. The Contractor agrees to obtain signed statements from all employees and agents performing services or work on University Property attesting that such employee or agent is not currently required to register under the provisions of the Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act.

17.4 Removal. After receipt of written notice from University, the Contractor shall immediately remove any employee, agent, or other Contractor Party who participates in improper or illegal acts, who violates any University rules and regulations or any provision of this Contract, or whose continued presence on University Property is, in the University's opinion, deemed not to be in the best interests of the University.

ARTICLE 18.

MISCELLANEOUS

18.1 Sovereign Immunity. Notwithstanding any provision in the Contract or Contract Documents, nothing in this Contract or other Contract Documents shall act (or be deemed or construed to act) as a waiver of the sovereign immunity of the University or the State of Oklahoma.

18.2 Smoking, Alcohol, and Drugs. (a) Use of tobacco products including cigarettes, smokeless tobacco, electronic cigarettes, and vaping devices is not permitted on University Property. (b) The University prohibits the illegal use of drugs and alcohol in the workplace. (c) The University complies with the Federal Drug-Free Schools and Communities Act (prohibiting the use of illegal drugs on University Property), the Federal Drug-Free Workplace Act (requiring federal contractors and grantees to provide drug-free workplaces), and the Federal Controlled Substances Act (criminalizing the use and possession of Controlled Substances, including marijuana). As such, the University prohibits the unlawful use, possession, or distribution of illegal drugs, including the use or possession of marijuana authorized under Oklahoma law.

18.3 Third-Party Agreements. Notwithstanding anything herein to the contrary, for the provision of Goods and Service under the Contract, the Contractor shall not sell, offer, advertise, provide, market, or serve any Goods or Services or enter any agreements that cause or may cause the University to be in breach of any agreements, contract, or other legally binding document it may have entered before the effective date of this Contract. University agreements may include, but are limited to, the grant of exclusive rights involving merchandising, broadcasting, and advertising; licensing, trademark, and other intellectual property rights; beverage, pouring, and food services; or any other exclusive grants of rights.

18.4 Electronic Transactions. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

18.5 Import/Export Controls. Neither Party will use, distribute, transfer, or transmit any equipment, services, software, or technical information provided under the Contract or Contract Documents (even if incorporated into other products) except in compliance with all Laws.

18.6 Separability, Binding Effect. Each provision of this Contract and the Contract Documents shall be (a) separate and independent and (b) valid and enforceable to the extent not prohibited by applicable Law.

18.7 Headings. The headings, captions, or titles in this Contract or Contract Documents, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not limit or otherwise affect the meaning, construction or effect of this Contract or describe the scope or intent of any provisions hereof.

18.8 Complete Contract, No Modification. (a) The Contract is the complete agreement between the Parties. No statements, prior dealings or agreements, discussions, or negotiations shall be deemed or interpreted to be included in the Contract unless specifically and expressly provide herein. The Contract shall supersede and replace any and all prior agreements between the Parties with respect to the subject matter hereunder. (b) The Contract and Contract Documents may only be modified, amended, or expanded by an Addendum. Any change to the Contract or Contract Document, including the addition of work or materials, the revision of payment terms, or the substitution of Goods or Services made unilaterally by the Contractor, is a material breach of the Contract. Unless otherwise specified by applicable Law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Contractor shall not be entitled to any claim under the Contract based on those changes. No oral statement of any Person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

18.9 Anti-Bribery. The Parties shall at all times during the performance of this Contract comply with all relevant and applicable anti-bribery and anti-kickback rules and legislation including, but not limited to, the requirements of the Foreign Corrupt Practices Act of 1977, the Federal Anti-Kickback Statute, the Anti-Kickback Act of 1986, the Federal “Stark Law,” as set forth at 42 U.S.C § 1395nn, or the similar Laws enacted by a Governmental Authority. The Parties intend to treat all discounts (including, but not limited to, prompt payment discounts) payable by the University as discounts or other reductions in price.

18.10 Debarment. Contractor warrants that neither it, its principles, nor Contractor Parties providing any Goods or Services under the Contract or Contract Documents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any Governmental Authority.

18.11 Counterparts. The Contract may be executed in counterparts.

18.12 Force Majeure. Except as provided otherwise in the Contract, the performance by either Party hereunder shall be excused to the extent of unforeseen circumstances beyond such Party’s reasonable control, including, but not limited to: National Weather Service forecasted weather events, hurricanes, tsunamis, floods, ice storms, lightning, landslide or similarly cataclysmic occurrence, or other acts of God; extended power outages; epidemics, pandemics, or related outbreaks if declared by the World Health Organization or federal government; county, state, or national declaration(s) of emergency as issued by an authorized government entity; war, acts of terrorism, or acts of public enemies; sabotage, riots or civil disturbances; or material destruction of facilities. In such event, the Parties agree to use their reasonable efforts to resume performance as soon as reasonably possible under the circumstances giving rise to the Party’s failure to perform, provided, however, if performance is not restored within thirty (30) days, either Party may terminate the Contract. For avoidance of doubt, the COVID-19 pandemic and any Governmental Authority orders related thereto shall not be considered unforeseen circumstances under this **Section 18.12**.

18.13 University Right to Protect Students, Faculty, Staff, and Property. (a) Nothing contained in the Contract shall be construed to diminish, limit, or restrict any right, prerogative, power, or authority of the University over University Property relating to the security or mission of University, the health, welfare, safety or security of Persons on University Property, or the maintenance of good order and discipline on the University. (b) In connection with Contractor’s performance under the Contract, Contractor may have access to University personnel and University Property. Contractor shall use commercially reasonable best efforts to preserve the safety and security of University personnel and University Property.

18.14 Invalidity. The invalidity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision.

18.15 No Waiver of Performance or Breach, Rights Cumulative. Failure by either Party at any time to enforce a provision of, or exercise a right under, the Contract or Contract Documents shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any section, or any part thereof, or the right of either Party to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of the Contract shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract. No right or remedy conferred in the Contract upon or reserved to a Party is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy provided in the Contract. The failure by either Party to insist upon the strict observance or performance of any of the provisions of the Contract or to exercise any right or remedy shall not impair any such right or remedy or be construed as a waiver or relinquishment with respect to subsequent defaults.

18.16 Contract Interpretation. All Parties acknowledge that each has had an opportunity to consult with their legal counsel during negotiation and drafting of the Contract. The Contract has been prepared by all Parties equally and is to be interpreted according to its terms. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of the Contract or any amendment, restatement, modification or supplement, schedule or exhibit hereto or thereto.

18.17 Nature of Funds. All monies payable hereunder shall be in U.S. Dollars in immediately available funds.

18.18 Non-exclusivity. The Contract is non-exclusive, and each Party is free to enter similar contracts, agreements, or arrangements with others unless and except if such contract, agreement, or arrangement interferes with this Contract or requires a Party to breach or be in default of another contract, agreement, or arrangement.

18.19 No Third-Party Beneficiaries, Partnership, or Joint Ventures; Assignment. (a) There shall be no third-party beneficiaries of this Contract and no person, participant, or other third person is entitled to, and shall not, receive any rights under this Contract. (b) The Contractor is an independent contractor, and the Parties agree that nothing in this Contract serves (or can be construed to serve) to create any agency, employment, or other master and servant relationship or partnership or joint venture relationship or fiduciary relationship between the Parties. (c) No assignment of this Contract or any of the rights or obligations set forth herein by either party shall be valid without the specific written consent of the other party.

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EXHIBIT A

RULES OF USAGE AND DEFINITIONS

1. Rules of Usage. The following rules shall apply to any interpretation of this Contract and the Contract Documents unless specified otherwise.

1.1. **Actions in Writing.** Every “request,” “order,” “demand,” “application,” “appointment,” “notice,” “statement,” “certificate,” “consent,” “approval,” or similar action hereunder by any Party shall, unless the form thereof is specifically provided, be in writing signed by a duly authorized representative of such Party.

1.2. **Gender.** Words importing a gender include any gender.

1.3. **“Including.”** The words “including” and “includes,” and words of similar import, shall be deemed to be followed by the phrase “without limitation.”

1.4. **“Or” Not Exclusive.** The word “or” is not exclusive.

1.5. **References to Document as a Whole; Other Documents.** (a) The words “in this Contract,” “hereof,” “herein” and “hereunder,” or words of similar import, shall be deemed to refer to this Contract as a whole and not to the specific section or provision where such word appears. (b) Any term defined by reference to another instrument or document shall continue to have the meaning ascribed thereto whether such other instrument or document remains in effect.

1.6. **References to Laws as Modified.** A reference to any statute, regulation, proclamation, ordinance, or applicable Law includes all statutes, regulations, proclamations, ordinances, or applicable Laws varying, consolidating, or replacing them, and a reference to a statute includes all regulations, proclamations, and ordinances issued or otherwise applicable under that statute.

1.7. **References to an Agreement as Amended.** A reference to a document includes an amendment, modification, or supplement to, or replacement, restatement, substitution, or novation of, that document, in each case with the consent of all parties required to consent to the same.

1.8. **References to Persons.** Reference to any Person includes such Person’s successors and assigns but, if applicable, only if such successors and assigns as permitted by this Contract or applicable Addendum, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually.

1.9. **Singular and Plural.** Words importing the singular include the plural and vice versa.

1.10. **Undefined words, terms, or phrases.** Words, terms, or phrases used in this Contract shall have the meaning as set forth herein. Undefined words, terms, or phrases shall have the prevailing and customary meaning as understood in the construction industry. If there is no generally accepted meaning in the construction industry, according to its common usage.

2. Definitions. Unless otherwise defined in the General Terms, capitalized terms used in the General Terms shall have the meanings set forth below:

2.1. **“Addendum”** means a mutually executed, written modification to a Contract Document.

2.2. “**Bids**” means any request for procurement, qualification, information, or similar public bids issued by the University under applicable procurement Laws or University policy.

2.3. “**Board of Regents of the University of Oklahoma**” or “**University**” means the Board of Regents of the University of Oklahoma including its constituent parts, campuses, and programs within the State of Oklahoma, unless otherwise specified in the Solicitations, Contract, or Contract Documents.

2.4. “**Bonds**” means performance, payment, and defect bonds or other bonds required by applicable Law or the University for protecting the University against the risk of the Contractor, Subcontractor, or other Contractor agent’s failure to perform obligations under the Contract. All Bonds must be (i) of a type and form suitable to the University, (ii) issued in accordance with Oklahoma Laws, and (iii) issued from a duly authorized surety company, satisfactory to the University, license to do business in Oklahoma.

2.5. “**Business Day**” means any day other than (i) a Saturday or a Sunday, (ii) a day on which the University is closed or closes before 12:00 p.m. Central Time, or (iii) a day observed as a holiday by the University of Oklahoma, the State of Oklahoma, or the federal government.

2.6. “**Confidential Information**” mean any information of the Disclosing Party, including that which relates to Disclosing Party’s intellectual property, products, services, students, employees, alumni, developments, inventions, processes, designs, drawings, plans, engineering, finances, and information relating to any current, future, or proposed Disclosing Party program, project, business practice, method of operation, funder, or marketing plan, all of which that may be either marked or otherwise identified as confidential or proprietary, or that a reasonable person would understand to be considered confidential by the Party to which it pertains (even if not so marked or identified). The foregoing notwithstanding, Confidential Information shall not include any information which: (i) is already known by means not subject to a confidentiality obligation of the Receiving Party at the time disclosed by the Disclosing Party; (ii) is or becomes available through public sources apart from any unauthorized disclosure by the Receiving Party; or (iii) is obtained by the Receiving Party from a third party who has the right to disclose the same.

2.7. “**Contract**” means the agreement between the University and Bidder awarded the Solicitation. The Contract terms and conditions include the accepted the General Terms & Conditions, the accepted Bid, and other mutually agreed Contract Documents.

2.8. “**Contract Documents**” means this Solicitation, including, but not limited to the Instructions, General Terms, and attachments thereto, Addenda, Amendments, any statement of work, purchase order, or other similar ordering document related hereto and executed by both Parties, other mutually agreed documents.

2.9. “**Contract End Date**” shall have the meaning as set forth in **Section 1.2**.

2.10. “**Contractor Parties**” means the Contractor and its current and former officers, directors, agents, employees, representatives, contractors, assignees, invitees, Subcontractors, and designees thereof.

2.11. “**Deliverables**” means any work product, including, but not limited to, original reports, policies, manuals, training materials, writings, recordings, drawings, files, notes, memoranda, calculations, and data or any information regardless of form or completeness gathered, compiled, developed, or in any way created by the Contractor for the University under this Contract or other Contract Documents.

2.12. “**Disclosing Party**” shall have the meaning as set forth in **Section 8.2**.

2.13. “**Dispute**” shall have the meaning as set forth in **Section 16.1**.

2.14. “**Effective Date**” means the date on which the last Party signed the Contract, unless specifically agreed in writing in a separate Contract Document.

2.15. “**Environmental Requirements**” mean any Law, standard and/or requirement of any Governmental Authority, relating to the protection of human health and/or the environment or otherwise regulating and/or restricting the management, use, storage, disposal, treatment, handling, Release, and/or transportation of a “Hazardous Substance,” as defined below in **Section 2.17**, in each case which are applicable to Contractor, the Project, or other activities on University Property or any of the other transactions contemplated by any Contract Document, including applicable environmental Laws.

2.16. “**Goods and Services**” means any work, labor, commodities, equipment, materials, or supplies of any tangible or intangible nature provided or performed under the Contract or Contract Document. “Goods” includes goods not in existence when the transaction is entered. “Services” include both personal and professional services. “Goods and Services” does not include interests in real property.

2.17. “**Governmental Authority**” shall mean any federal, state, county, municipal, local and/or other governmental, regulatory or administrative authority, agency, board, body, commission, instrumentality, court, judicial body, tribunal, arbitral body or quasi-governmental authority with jurisdiction over the property, activity or the Person in question.

2.18. “**Hazardous Substance**” means any substance or material that is at any pertinent time defined or listed in, or otherwise classified, designated, or regulated pursuant to any Environmental Requirement as a hazardous substance, hazardous material, extremely hazardous substance, hazardous chemical, infectious waste, toxic substance, toxic pollutant, pollutant, contaminant, or solid waste, or any other legislative or regulatory formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including asbestos and polychlorinated biphenyls and also including oil and petroleum, petroleum products, by-products and wastes, and by-products associated with the extraction, refining, or use of petroleum or petroleum products. Hazardous Substances includes “hazardous waste” as defined in 40 CFR 261.3, and in applicable state Law.

2.19. “**Insurance**” means insurance required by the University for as set forth in the Insurance Addendum.

2.20. “**Laws**” shall mean all (i) existing and future laws, rules, regulations, acts, statutes, treaties, constitutions, codes, ordinances, permits, certificates, orders, rulings, decrees, and interpretations from, of and/or by any Governmental Authority; (ii) judgments, decrees, injunctions, writs, orders, rulings or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction; (iii) restrictive covenants, deed restrictions or easements of record affecting the Project; and (iv) requirements of applicable insurance companies or insurance regulatory agencies, in each instance, to the extent applicable under the particular facts and circumstances.

2.21. “**Receiving Party**” shall have the meaning as set forth in **Section 8.2**.

2.22. “**Record**” means a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

2.23. “**Release**” means depositing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing. Contractor, at its sole cost and expense, shall operate its business in University Property in strict compliance with all environmental requirements and all requirements of the Contract and other Contract Documents.

2.24. “**Party**” or “**Parties**” shall mean collectively both the University and Contractor.

2.25. “**Person**” means any natural person, firm, joint venture, limited liability company, association, trust, partnership, corporation, Governmental Authority or other legal entity.

2.26. “**Proper Invoice**” means a written request for payment that contains, at a minimum, the (i) the Bidder’s name, (ii) the Bidder’s supplier number, (iii) invoice number, (iv) purchase order number, (v) a description of the Goods or Services provided, including dates provided, (vi) and detail of amount(s) billed.

2.27. “**Solicitation**” means the document inviting Bids for the acquisition of services, materials, and products referenced in the Solicitation Cover Sheet and any amendments thereto.

2.28. “**Subcontractor**” means a Person or entity who has a direct contract with the Contractor to perform a portion of the Work.

2.29. “**University Contact**” means the University employee identified on the Solicitation Cover Sheet responsible for processing the Solicitations and performing other procurement-related tasks.

2.30. “**University Parties**” means the University and its current and former regents, officers, directors, agents, employees, representatives, contractors, assignees, invitees, students, and designees thereof.

2.31. “**University Property**” means real or personal property, as applicable, owned, leased, or otherwise controlled by the University.