APPENDIX C

SAMPLE ONLY- DO NOT FILL OUT-
Terms and Conditions are subject to change prior to execution of contract

University of Baltimore

CONTRACT #_____

_____ __, 2026

CONTRACTOR: _____
Federal Employer ID: __-_____
Address: _____
_____
Contact Person: _____
Contact Phone: _____
Contact Fax: _____
Contact Email: _____

UBalt Ordering Office/Contract Administrator:
Project Coordinator/Manager:
Coordinator Phone:
Coordinator Fax:
Coordinator Email:

Procurement Officer/Contract Manager:
Phone Number:
E-mail address:

This Agreement("Agreement" or "Contract")is made _____, between the University of Baltimore ("UBalt" or "University") located at 1420 North Charles Street, Baltimore, MD 21201, a public corporation and independent agency of the State of Maryland. and _____("Contractor" or "Consultant"), with an address at _____, collectively the "Parties".

CONTRACT DOCUMENTS AND TERM

This Agreement consists of multiple documents as follows in the order of precedence:

- This Agreement Form (pages 1 through 11) and any Amendments;
- Solicitation/RFP____ and Addenda,_____
- Contractor's Proposal and Statement of Work; and
- Work Orders, and Purchase Orders Terms and Conditions, issued under this Contract, whether attached hereto or not.

This as needed, non-exclusive Agreement shall be effective upon the date of execution by both Parties and shall continue through the date specified in this Agreement, or until the work deliverables are completed, unless extended by amendment.

RECITALS. The Contractor has been awarded a contract to provide services, as needed, for UBalt upon the terms and conditions set forth herein, and the Contractor is willing to undertake those services ("the Services") upon such terms and conditions. The Contractor represents that the Contractor is qualified to render the Services required by UBalt.

NOW, THEREFORE, UBalt and the Contractor agree as follows:

1. SERVICES.
The Contractor shall perform the non-exclusive Services as described in the Solicitation/RFP and Contractor's proposal to this Agreement.

1.2 Services shall be performed in accordance with this Agreement or per the schedule of activities agreed upon by the Parties issued as a work order by the University. The Contractor will provide all the necessary equipment and materials to perform the Services in an expeditious manner as is consistent with good professional skill and care and the orderly progress of the Services. In the event of any conflict in terms between Solicitation/RFP, Contractor's proposal and this Agreement, the terms and conditions of this Agreement take precedence.

1.3 The UBalt will designate a staff member to act as manager ("Project Manager") between the University and the Contractor. Throughout the period of the Services, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Project Manager and also to any other UBalt personnel designated by the Project Manager. Direct contact or communication by the Contractor with other UBalt offices or any other entity concerning the Services shall be made only with the prior knowledge and concurrence of the Project Manager.

1.4 The professional contractor for the Services shall be the same person identified in this contract unless (a) a change is requested by the Contractor and approved in writing via a written amendment by the Procurement Officer; or (b) a change is requested in writing by the Project Manager for good cause, in which case the Contractor shall make an appropriate substitution, subject to UBalt's approval, and notify UBalt in writing. Major changes in the Contractor's organization or personnel (other than the Contractor) shall be reported to UBalt in writing as they occur.

1.5 If applicable, any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. The Scope of Services which is set forth in the Solicitation/RFP and Contractor's proposal.

2. COMPENSATION AND PAYMENTS.

2.1 Contractor's rates shall not exceed the fees provided in this Agreement and all such rates/fee include all expenses in the performance of the Services. Payments shall be made upon acceptance of deliverables as outlined in this Agreement or in work orders/written directives issued by UBalt. The maximum fee for all services provided under this Agreement shall not exceed the $_____, unless modified by an amendment or by Purchase Order, at a later date.

2.2 Payment requests (invoices) shall be submitted electronically to the Accounts Payable Department at UBAP@ubalt.edu or by mail; 1420 North Charles Street, Baltimore, MD 21201 or at _____ and the Project Manager.

2.3 Payments to the Contractor pursuant to this Purchase Order shall be made no later than thirty (30) days after the University's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities as applicable, are prohibited.

2.4 The Contractor shall include along with each invoice a summary of work/activities/items delivered/completed during the work period being invoiced. The Contractor shall clearly reference the Purchase Order, Contract number; tax ID number, the type of billing, i.e., the deliverable; and, additional information as may be specifically required elsewhere in this Agreement.

2.5 No invoice will be processed if there is a dispute between UBalt and the Contractor as to the current or cumulative services provided.

2.6 UBalt's approval of periodic payments to the Contractor shall not constitute, in any sense, approval or acceptance by UBalt of the Services work performed through the date of the invoice or of the Contractor's assertion of percentage of the Services completed through the date of the invoice.

2.7 It is understood that there is no guarantee of dollar amount of work under this Contract. Payment will be issued on services rendered. Adjustments to payments for non-performance may be taken by the University, as its sole discretion.

2.8 As an independent contractor of UBalt, no withholding of income tax, Social Security or other sums will be made from the payment to the Contractor.

Any reimbursables associated with this Agreement shall be in accordance with the Solicitation/RFP and the current USM policy in effect at the time the approved expenses have occurred. All reimburseables must be approved in advance in writing by UBalt. All reimbursements for travel expenses shall be in accordance with the University's travel policies https://www.ubalt.edu/about/offices-and-services/comptroller/travel-policies/index.cfm The University's travel policies are subject to change at the University's sole discretion

3. **CONTRACT TERM.**

The contract start date shall be on or about _____ and shall be effective for four (2) years until _____ 202_. Following the Initial Term of the contract, there will be an option or options for renewal for a period not to exceed a cumulative total of four (4) additional years ["Renewal Term(s)"] at the sole discretion of UBalt. UBalt at its sole option may discontinue the services of the vendor at any time during the Initial Term or Renewal Term(s) with 30 days notice with no further obligations to the Contractor and with no penalty. If UBalt elects to discontinue the contract, a summation of work in progress will be made and a mutual agreement as to how to finalize this work in progress will be made.

4. **MODIFICAITONS/AMENDMENTS.**

This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.

5. **EVALUATION AND ACCEPTANCE PROCEDURE.**

5.1 Delivery shall be made in accordance with the solicitation specifications. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met.

Upon completion and delivery of each deliverable by Contractor, UBalt will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments, in accordance with Section 2 of this Contract will be based on the completion/delivery of a deliverable by Contractor and acceptance by UBalt of each deliverable. Contractor will demonstrate to UBalt that the deliverable has been completed or has occurred and will provide UBalt with written notice of the same.

If applicable, the materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement

materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

5.2 Within the time period specified in the Contract including any Contract Amendments/Modifications, or if not specified, then within five (5) business days of receipt by UBalt of a scheduled deliverable from Contractor, UBalt shall determine whether such deliverable Materially Conforms to the specifications defined in the Contract. As used herein, the term "Materially Conforms" means that the deliverable is ready to be used in production and meets or exceeds its intended functionality and performance. If the deliverable Materially Conforms to the specifications, then UBalt will provide written confirmation to Contractor that the deliverable is accepted.

5.3 If the deliverable does not Materially Conform, UBalt shall immediately return it to Contractor with a written list of deficiencies. Contractor, at no additional cost to UBalt, shall thereafter make all appropriate and necessary fixes to the deliverable and return it to UBalt within the time period specified, or if not specified, then within ten (10) business days for further testing by UBalt. If the deliverable again fails to Materially Conform then this same process will be repeated one more time. If the deliverable fails to Materially Conform to the specifications after delivery for the second time then UBalt may, at its sole discretion, (a) further extend the timeframe for cure and (b) extend the warranty period, if applicable, or (c) begin the termination process as defined in Section20 of this Contract. If UBalt does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the parties may agree.

5.4 If either party fails to meet the testing period described above, or any other periods of time as mutually agreed to, the other party may declare the Contract in material breach and begin the termination process as defined in Section 20.

6. ELIGIBILITY TO PURCHASE.

Contractor agrees to extend the proposed price structure and discounts to all University System of Maryland campuses and facilities within the state of Maryland.

7. MULTI-YEAT CONTRACTS CONTINGENT UPON APPROPRIATIONS.

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

8. LIQUIDATED DAMAGES.

Commented [BV1]: Ensure your Solicitation includes the amount, if applicable to the services.

Time is an essential element of the contract and it is important that the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders.

9. SPECIFICATIONS. All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.

10. DELAYS AND EXTENSIONS OF TIME.
The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

11. SUSPENSION OF WORK.
The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the University.

12. UNIVERSITY WORK RULES.
Employees and agents of Contractor shall, while on the premises of the University, comply with all University rules and regulations. Contractor shall acquaint itself with conditions governing the delivery, receiving and storage of materials at the work site if applicable to this work, as not to interfere with University operations. Contractor shall not stop, delay, or interfere with University work schedule without the prior approval of the University's specified representative.

13. SEXUAL HARASSMENT SENSITIVITY TRAINING.
All of Contractor's Management employees that will provide service under this contract must complete not less than four hours of sexual harassment sensitivity training. Those managers will be responsible for conducting sexual harassment sensitivity training for all of Contractor's employees that work at UB.

14. HARMONY.
Contractor shall be entirely responsible for working in harmony with all others on the work site when Contractor is working on University premises.

15. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY:

15.1 For the consideration payable under this Agreement, all work product derived from the Services and required by this Agreement shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UBalt shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The Contractor hereby assigns all rights, title and interest in and to the work derived from the Services and agrees to require all members of the production, as well as any agents or subcontractors of Contractor involved in Services, to agree in writing that they assign to UBalt all right, title and interest in work product derived from the Services required by this Agreement. All work product required by this Agreement shall also be protected by the attorney client and attorney work product privileges available under Maryland law. Contractor shall retain ownership of any pre-existing intellectual property it held prior to this Agreement, and to any intellectual property it develops outside this Agreement without reference to any materials or work it exposed to under this Agreement.

15.2 Notwithstanding the terms of Paragraph 16.1, Contractor is permitted with written consent to retain all rights to the intellectual capital (including without limitation, ideas, methodologies, processes, inventions and tools) developed or possessed by the Contractor prior to, or acquired during, the performance of the Services under this Contract.

16. MINORITY BUSINESS ENTERPRISE (MBE) REPORTING. AND GREEN REPORTING.

Commented [BV2]: Ensure you list the MBEs/ and their Cert.# and their %s and $.

16.1 MBE Reporting. Contractor has agreed to subcontract not less than _0__% of the Contract dollar total with Maryland Certified MBE subcontractors.

Contractor will provide the University with monthly or quarterly reports for each MBE subcontractor, the provided report shall show the invoice number and date/s each MBE subcontractor used, and the amount paid to each MBE subcontractor for that month/quarter. Contractor shall comply with the University's Minority Business Enterprise Policies and Procedures.

16.2 Green Reporting.

The Contractor agrees to submit all reports required for any and all environmental or sustainability ("Green") reporting, in the format and frequency prescribed by the University. Reports shall be submitted to the University's designated UBalt Representative or Procurement Officer no later than **[10]** business days following the University's request, or within such other timeframe as the University may specify in writing. Failure to submit required reports in a timely and complete manner shall constitute a material breach of this Contract and may result in withholding of payment until such reports are received and accepted by the University.

17. INSURANCE.

If insurance is required by the University, the Contractor shall maintain, during the term hereof, Workmen's Compensation, Personal Injury and Property Insurance, and if the contract requires use of an automobile, Automobile Liability Insurance, in amounts required by statute. Contractor

shall also require its subcontractors, if any, who enter University premises to maintain such insurance. Contractor and its subcontractors shall furnish the University, upon request, with copies of policies or other satisfactory proof of insurance.

17.1. INSURANCE REQUIREMENTS.
The Contractor shall defend, indemnify and save harmless the University System of Maryland, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the errors, omissions and performance or non-performance by the Contractor, employees or agents, of the work covered by this contract. The University shall not assume any obligation to indemnify, hold harmless or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.

The Contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract, including any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this contract. The amounts of insurance coverage specified below shall be the minimum amount of available insurance to satisfy claims; a policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.

17.2 Commercial General Liability Insurance including all extensions-
$2,000,000 each occurrence;
$2,000,000 personal injury;
$2,000,000 products/completed operations;
$2,000,000 general aggregated

17.3. Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.

17.4. Professional Liability Insurance, with a limit of not less than $1,000,000 per occurrence.

17.5. If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than $1,000,000 for each person and $2,000,000 for each accident, and property damage liability insurance, with a limit of not less than $2,000,000 for each accident.

17.6. Products liability insurance, if not included in the Comprehensive, with limits of not less than $1,000,000 for each person and $2,000,000 for each accident.

17.7. All policies for liability protection, bodily injury or property damage must specifically and expressly name the University System of Maryland as an insured with respect to operations under the contract and premises occupied by the Contractor. With respect to the Contractor's liability for bodily injury or property damage under the items above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University System and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University System.

17.8. Each insurance policy shall contain the following endorsement: "It is understood and agreed that the Insurance Company shall notify the Procurement Officer in writing forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice must always be furnished. Following the notice of contract award, the requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.

17.9. All required insurance coverages must be acquired from insurers registered to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

18. NON-HIRING OF STATE EMPLOYEES.

No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

19. DISPUTES.

This contract shall be subject to USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

20. TERMINATION.

20.1 TERMINATION FOR CONVENIENCE.

The performance of work under this contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

20.2 TERMINATION FOR DEFAULT.

(1) The University may, subject to the provisions of paragraph (3) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances: (a) If the Contractor fails to perform within the time specified herein or any extension thereof-, or (b) If the Contractor fails to perform any of the other provisions of this

contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the procurement officer may authorize in writing) after receipt of notice from the procurement officer specifying such failure.

(2) In the event the University terminates this contract in whole or in part as provided in paragraph (1) of this clause, the University may procure substitute performance upon terms and in whatever manner the procurement officer may deem appropriate, and the Contractor shall be liable to the University for any excess costs for substitute performance; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(3) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the University in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if the default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless substitute performance for the subcontractor was obtainable from another source in sufficient time to permit the Contractor to meet the performance schedule.

(4) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the University, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the University, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled Disputes.

(5) If this contract is terminated as provided in paragraph (1) of this clause, the University, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the procurement officer, (a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University; and the Contractor shall, upon direction of the procurement officer, protect and preserve property in the possession of the Contractor in which

the University has an interest. Payment for completed supplies delivered to and accepted by the University shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the University and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and procurement officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The University may withhold from amounts otherwise due the Contractor hereunder such sum as the procurement officer determines to be necessary to protect the University against loss because of outstanding liens or claims of former lien holders.

(6) The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(7) As used in paragraph (3) of this clause, the terms, "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

21. RENTENTION OF RECORDS.
The Contractor shall retain and maintain all records and documents relating to this Purchase Order for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

22. TAX EXEMPTION.
The State is generally exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, District of Columbia Sales Taxes and Transportation Taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

23. NONDISCRIMINATION IN EMPLOYMENT.
The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

24. FINANCIAL DISCLOSURE.
The Contractor shall comply with Maryland Election Law, Title 14, including registering and filing semiannual contribution disclosures if the Contractor enters into a single procurement contract of $200,000 or more with the State or any political subdivision

25. POLIITICAL CONTRIBUTION DISCLOSURE.
The Contractor shall comply with Maryland Election Law, Title 14, including registering and filing semiannual contribution disclosures if the Contractor enters into a single procurement contract of $200,000 or more with the State or any political subdivision.

26. ANTI-BRIBERY.

The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federalgovernment.

27. REGISTRATION.
Pursuant to §7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

28. CONTIGENT FEE PROHIBITION.
The contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, architect, or engineer, to solicit or secure this agreement, and that it, has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

29. PRE-EXISTING REGULATIONS.
In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

30. INDEPENDENT CONTRACTOR.
It is understood and agreed that Contractor is an independent contractor and not an employee of the University. The University will not withhold income taxes, social security or any other sums from the payments made to the Contractor herein. The Contractor shall in no way hold himself out to any third person as an agent of the University. All persons furnished by Contractor shall be considered solely its employees or agents and Contractor shall be responsible for payment of all unemployment, social security and other payroll taxes, including making contributions when required by law.

UBalt reserves the right to review all press releases or other public communications of the other party that may affect the party's public image, programs or operations. Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without UBalt's prior written approval.

31. EPA COMPLIANCE.
Materials, supplies, equipment or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

32. OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.).
All materials, supplies, equipment, or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

33. MARYLAND LAW PREVAILS.
The provisions of this contract shall be governed by the laws of Maryland.

34. SOFTWARE LICENSING.
Licensor represents and warrants that the software, as delivered to the University, does not contain any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used. The software is hereby warranted to operate in accordance with its user manuals, either automatically, upon the occurrence of Licensor-selected conditions, or manually on the command of Licensor.

35. MUCITA.
The Maryland Uniform Computer Information Transactions Act (MUCITA), Maryland Code Annotated [Commercial Law] 21-101 through 21-816, does not govern this Agreement, except to the extent that section 21-104(2) of the Act applies. The parties further agree that this Agreement shall be governed by the common law of Maryland relating to written agreements and Maryland statutes other than MUCITA which may apply.

36. PROTESTS AND CLAIMS.
Any protest regarding the award of this contract or claim arising out of this contract shall be administered in accordance with the University System of Maryland Procurement Policies and Procedures, Section XI - Protests and Claims. Detail is available by accessing the following web site: THE UNIVERSITY SYSTEM OF MARYLAND
Click on this web site, then select the category "Policies and Procedures", followed by "USM Procurement Policies and Procedures".

37. COMPLIANCE WITH LAWS.

The Contractor hereby represents and warrants that:

a. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
b. It is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
c. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract."

38. CHANGES.
The Procurement Officer may at any time, by written order, make unilateral changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when any supplies to be furnished are to be specially manufactured for the University in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

39. DELAYS AND EXTENSIONS OF TIME. The section entitled "Delays and Extensions of Time" prohibits the Contractor from making charges or claims for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. If a change, as allowed above, causes an increase or decrease in the cost of the work which is not time-related, the University shall make an equitable adjustment in the contract price and shall modify the contract.

39.1 The Contractor must assert its right to an adjustment under this section within 30 days from the date of receipt of the written order. Any request for an adjustment must be submitted in writing to the Procurement Officer.

39.2 Failure to agree to any adjustment shall be a dispute under the Disputes section. However, nothing in this section shall excuse the Contractor from proceeding with the contract as changed.

40. CONFIDENTIALITY AGREEMENT FOR CONTRACTOR:

40.1 Contractor acknowledges and understands that in connection with this Agreement, the performance of the Services and otherwise, Contractor has had or shall have access to, has obtained or shall obtain, or has been or shall be given the University's Confidential Information (as defined herein). For purposes of this Agreement, "Confidential Information" means all information provided by the University to Contractor, including without limitation information concerning the University's business strategies, political and legislative affairs, students, employees, vendors, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation. Confidential Information includes information in any and all formats and media, including without limitation oral, and includes the originals and any and all copies and derivatives of such information. Contractor shall use the Confidential Information only if and when required for the performance of the Services,

and for no other purpose whatsoever, and only by Contractor employees engaged in that performance.

40.1 Contractor shall not, in any manner whatsoever, disclose, permit access to, or allow use of Confidential Information to any person or entity except as specifically permitted or required under this Contract.

40.2 Contractor acknowledges and understands that UBalt is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley Act ("GLBA"), or the Maryland Public Information Act ("PIA"), including regulations promulgated thereunder, as the laws and regulations may be amended from time to time (collectively the "Privacy Laws"). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by UBalt's employees. The Contractor agrees that it shall be obligated to protect and may only maintain and use the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as UBalt would be obligated if the Confidential Information was in the possession or control of UBalt. The Contractor further agrees that it is subject to the requirements governing the use and redisclosure of personally identifiable information from education records as provided in FERPA.

40.3 Contractor may disclose Confidential Information as required by legal process. If Contractor is required by legal process to disclose Confidential Information, Contractor shall immediately notify the University, and before disclosing such information shall allow UBalt reasonable time to take appropriate legal action to prevent disclosure of the Confidential Information.

40.4 Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.

40.5 Contractor acknowledges that Contractor's failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause the University grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Section shall be a material breach of this Agreement.

40.8 Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor's possession or control. Contractor shall forward any request for disclosure of Confidential Information to: Office of Procurement University of Baltimore, 1420 N. Charles Street, Baltimore, MD 21201.

40.7 Except to the extent otherwise required by applicable professional standards, the obligations under this section do not apply to information that (a) is or becomes generally known to the public, other than as a result of disclosure by Contractor, (b) had been previously possessed by Contractor without restriction against disclosure at the time of receipt by Contractor, (c) was independently developed by Contractor without violation of this Contract, or (d) Contractor and the University agree in writing to disclose. Each party shall be deemed to have met its

nondisclosure obligations under this section as long as it exercises the same level of care to protect the other's information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement.

40.8 All Confidential Information received by Contractor shall be returned to the University or destroyed upon completion or termination of this Contract.

41. IDEMNIFICATION.
The University shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.

42. EQUAL EMPLOYMENT OPPORTUNITY.
The Contractor warrants that the contractor shall comply with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

43. ENTIRE AGREEMENT.
This Agreement and the University's standard contract terms and conditions, which are hereby incorporated by reference (and are available on the internet at http://www.usmd.edu/Leadership/BoardOfRegents/Bylaws/SectionVIII/VIII300.html – see Policy and Procedures A) contain the entire agreement of the parties and supersede all prior agreements and understanding, oral or otherwise, between the parties. No modification or amendment of this Agreement shall be effective unless the same shall be in writing duly executed by all parties hereto.

44. CONFLICTING TERMS.
Any proposal for terms in addition to or different from those set forth in this contract or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this Contract is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this Contract may not be waived.

45. All communication or notices regarding this Contract shall be sent to:

Contractor
Contractor Name
Contractor Contact
Contractor Address
Contractor City, State

Contractor Contact Telephone Number

Contractor Contact Email Address

University of Baltimore
Beth Vu Kirk, Director of Procurement
1420 N. Charles Street
Baltimore, MD 21202

PH: (410) 837-5714
bvukirk@ubalt.edu

AGREED TO BY: The University of Baltimore

By _____
(Signature) ~~Beth Vu Kirk~~

_____
(Printed name)

_____
(Title)

_____
(Date)

AGREED TO BY: (Contractor)

By: _____
(Signature)

_____
(Printed name)

_____
(Title)

_____
(Date0

Contract Affidavit.

Mandatory contract addendum. The contract addendum shall be in substantially the same form as follows and submitted upon initial award and each renewal thereafter:

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

(1) Corporation — ___ domestic or ___ foreign;

(2) Limited Liability Company — ___ domestic or ___ foreign;

(3) Partnership — ___ domestic or ___ foreign;

(4) Statutory Trust — ___ domestic or ___ foreign;

(5) ___ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number:_____ Address:_____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Maryland Election Law, Title 14, including registering and filing semiannual contribution disclosures if the Contractor enters into a single procurement contract of $200,000 or more with the State or any political subdivisionD. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply The Contractor shall comply with Maryland Election Law, Title 14, including registering and filing semiannual contribution disclosures if the Contractor enters into a single procurement contract of $200,000 or more with the State or any political subdivision. E. DRUG AND ALCOHOL-FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), of this regulation.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____ , 20___ , and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:_____

By:_____(printed name of Authorized Representative and affiant)

_____(signature of Authorized Representative and affiant)

Confidentiality Statement for Contractors

I _____ certify and affirm that I understand and comply with the University of Baltimore's requirements for keeping data and records confidential, including the following:

OFFICIAL AND ACCEPTABLE USE
I agree to use University of Baltimore (UB) computers, network hardware and software only for purposes associated with my contract and/or engagement and official responsibilities at the University of Baltimore, and in accordance with UB acceptable use policies available upon request.

Access to UB computers and network is restricted to authorized users only and limited to approved business purposes. By using this system, you expressly consent to the monitoring of all activities. Any unauthorized access or use of this system is prohibited and could be subject to criminal and civil penalties. All records, reports, e-mail, software, and other data generated by or residing upon this system are the property of State of Maryland and may be used by the State of Maryland for any purpose. IF such monitoring reveals evidence of criminal activity UB personnel may provide evidence of the monitoring and/or recording to law enforcement officials and the offending users access may be deactivated.

CONFIDENTIALITY OF INFORMATION
1. Contractor may be granted access to, may obtain, or be given confidential information, including without limitation information concerning the University's business strategies, political and legislative affairs, students, faculty, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunication systems, and software and documentation. Certain confidential information may be protected under the Family Educational Rights and Privacy Act ("FERPA"), the Gramm-Leach-Bliley Act, and the Maryland Public Information Act. Contractor must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the University's confidential information.

2. The University is willing to disclose certain confidential information to Contractor, including information concerning the University's business strategies, political and legislative affairs, students, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation ("Confidential Information"). Contractor agrees: (i) to use Confidential Information solely for purposes of services provided to UB; and (ii) not to disclose, permit or cause use of, or provide access to Confidential Information to any third person or entity. Upon request by the University, Contractor may be required to sign a Non-Disclosure Agreement.

3. Gramm-Leach Bliley Act, 15 USC Section 6801 and Family Educational Rights and Privacy Act

ARTICLE VI – CONFIDENTIAL INFORMATION

3.1. Contractor understands that in connection with this Agreement and the performance of the Scope of Work, Contractor may have access to, may obtain or be given information concerning i) the University, ii) its business affairs, iii) its students, employees or contractors and iv) other information in the possession or control of the University, including without limitation, information relating to the University's student records or student financial information, customer lists, vendors, potential partners, finances, properties, methods of operation, computer programs and documentation. Any and all such information is hereafter referred to as "Confidential Information". Confidential Information shall include information in any and all formats and media, including without limitation oral, and shall include the originals and any and all copies and derivatives of such information.

3.2. From and after the effective date of this Agreement, Contractor shall have the right to use, shall have access to and shall use the Confidential Information only in the performance of the Scope of Work and for no other purpose whatsoever and only if and when required for that performance. Contractor shall permit access to and the use of Confidential Information only by Contractor employees who are assigned to participate in that portion of the Scope of Work in question and only as part of that assignment, unless otherwise authorized by the University by prior written direction. Contractor shall protect the Confidential Information according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

3.3. All confidential information received by Contractor shall be returned to the University or destroyed upon completion or termination of the contract.

3.4. The Contractor shall not, in any manner whatsoever, disclose, permit or cause use of or provide access to Confidential Information to any person or entity except as part of the performance of the Scope of Work and then only with and in accordance with the prior written consent of the University representative designated for the Scope of Work. Contractor agrees to cause its employees, subcontractors and agents to be bound by the terms of this Section.

3.5. Contractor acknowledges that Contractor's failure to comply fully with the restrictions placed upon use, disclosure and access to the Confidential Information under this Agreement may cause the University grievous irreparable harm and injury. Therefore, any failure shall be a material breach of this Agreement.

3.6. Contractor's obligations in respect to Confidential Information shall survive the expiration or the termination of the Term.

3.7. STATUTORY CONFIDENTIAL INFORMATION

The Contractor agrees and acknowledges that certain of the Confidential Information may be protected under the federal laws known as the Family Educational Rights and Privacy Act, 20 USC Section 1232g, ("FERPA") and the Gramm-Leach_Bliley Act, 15 USC Section 6801 et seq. ("GLBA"), or the Maryland State law known as the Public Information Act ("PIA") as each may be amended from time to time together with the regulations promulgated and in effect thereunder

from time to time (collectively the "Privacy Acts"). The Confidential Information covered by the Privacy Acts shall be referred to as "Statutory Confidential Information". The provisions of this Agreement governing Statutory Confidential Information are in addition to the provisions of this Agreement governing Confidential Information generally.

3.8. For the purpose of this Agreement, Contractor shall follow and be bound by the interpretation and application that the University gives to the provisions of Privacy Acts. If Contractor complies with the provisions of this Agreement and the University's interpretation of, policies concerning and practices about the Statutory Confidential Information, then the University shall have no cause of action against Contractor under this Agreement if Contractor's actions concerning the Statutory Confidential Information are found to be in violation of the Privacy Acts.

3.9. Contractor shall forward to The Issuing Office (UB Procurement Office) any request for disclosure of Confidential Information to a person or entity other than the University or its employees. Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor's possession or control.

3.10. Except to the extent otherwise required by applicable law, the obligations under this section do not apply to information that (a) is or becomes generally known to the public other than as a result of disclosure by Contractor, (b) was to Contractor or had been previously possessed by Contractor without restriction against disclosure at the time of receipt thereof by Contractor, (c) was independently developed by Contractor without violation of this Agreement, or (d) Contractor and the University agree in writing from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this section as long as it exercises the same level of care to protect the other's information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement.

_____ _____

Contractor signature Date