

Agreement

This agreement, executed this 9th day of April, 2020, by and between the Rector and Visitors of the University of Virginia (the "University") and The University of Virginia Alumni Association, with regards to the real estate known as Alumni Hall (the "Association").

Term

The term of this Agreement will be for two years effective upon execution of this Agreement, with the ability to renew on the same or similar terms and conditions for four (4) additional two-year periods. The Association and the University will mutually agree at least 180 days prior to each renewal option whether to renew the terms of this Agreement.

Witness

The Purchasing Manual for Institutions of Higher Education and their Vendors (the "Manual") specifies those policies which govern the purchasing processes at specifically designated publicly-funded colleges and universities who are eligible to be or are governed by *Subchapter 3 of the Restructured Higher Education Financial and Administrative Operations Act, § 23-38.88 et seq. of the Code of Virginia and Chapters 824 and 829, Acts of Assembly, 2008*. Section 7 of the Manual details the exceptions to competitive requirements. The University, acting in full compliance with the Manual, engaged in negotiation to establish multiple lodging and conference facility (the "goods and Services") Agreements with local Charlottesville, Virginia vendors. The University and the Association wish to express in this Agreement the specific basis on which the Association will provide the Goods and Services to the University.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

1. Contents

These documents are hereby incorporated by reference into this Agreement:

- A. Agreement Attachment 1, Contractual Provisions;
- B. Agreement Attachment 2, Procedure for Resolution of Contractual Claims;
- C. Association's response to negotiations with the University
- D. Attachment 3, Alumni Hall Master Rental Agreement
- E. Attachment 4, Alumni Hall Rental Information/Guidelines for University Departments

To the extent that the terms of the various Agreement documents are in conflict, the terms of this Agreement, Agreement Attachment 1, and Agreement Attachment 2 will prevail over all other Agreement documentation.

2. The services provided by the Association will include, but not be limited to, the following:

A. Conference Services will include:

- 1. Allow for the University to use Association approved caterers to provide catering services for events at the Association.

B. Customer Service will include

- 1. Return phone calls and e mails from the University within three business hours
- 2. Provide phone support hours (seven days a week between the hours of 7:30 AM and 7:00 PM Eastern Time): 434-243-2665
- 3. Provide an account manager specifically assigned to manage the University's account. This individual will be the main contact for all University issues beyond those of which are typically handled by the front reservation desk. Such as, but not limited to: quality issues, payment and billing questions, and large group/conference reservation requests.

a. Account Manager: Carol Ann Abbott

b. Phone: 434-243-2665

c. Email: caa3e@virginia.edu

4. Notify reserving University departments, individuals, and the University Contract Administration ("UCA"), identified in section J, of any expected, unexpected, planned, or unplanned changes or occurrences to the Association's facilities or immediate surrounding areas which may impact reservations negatively. Such as, but not limited to: construction, flooding, pest control issues (bed bugs), or the closure of onsite recreational amenities or restaurants for whatever reason.
5. Provide, when required by the Association, the University Departments with Attachment 4, Alumni Hall Rental Information/Guidelines for University Departments. During the term of this Agreement, the Association agrees not to present or request for signature any other contract, agreement, direct bill application, and/or an OCD other than the University approved OCD shown in Attachment 4.

C. Reporting will include:

1. Quarterly Reports showing
 - a. Conference and catering spend
 - b. Cancellation and attrition fees
 - c. Summary of University complaints and Association's corrective actions
 - d. Small, Women, and Minority spending reports ("SWAM")
2. Other reports as requested by the University

D. Fees

1. Conference Room Fees:

ALUMNI HALL PRICING- '17 RATES

<u>ROOM (DAY/TIME)</u>	<u>NON-MEMBERS</u>	<u>UVA Dept.</u>
BALLROOM/ANNEX/TERRACE		
Mon-Fri (8am-12n, 1pm-5pm)	\$800	\$650
Mon-Fri (8am-5pm)	\$950	\$800
Mon-Thurs (5pm-12m)	\$1,100	\$950
Friday 6pm-12m*+	\$2,750	\$2200
Sat. 12n-4pm *+	\$3,500	\$2800
Sat. 6pm-12m*+	\$4,150	\$3,320
Sat. All Day *+	\$6,000	\$4,800
Sun. 12n-4pm*+	\$2,500	\$2,000
Sun. 6pm-12m*+	\$2,750	\$2,200
Sun. All Day*+	\$3,500	\$2,800
MANNING PAVILION		
Ballroom add on	\$450	\$360
Mon-Thur 4 hour block	\$650	\$520
Mon-Fri 8am-5pm	\$800	\$640
*Fri, Sat, Sun 4 hour block (6 months out)	\$1,050	\$840
*Sat/Sun all day 8am-12m (6 months out)	\$1,200	\$960
BOARD ROOM		
Mon-Fri (8am-12n, 1pm-5pm, 5pm-12pm)	\$375	\$300
Mon-Fri (8am-5pm)	\$575	\$460
Sat - Sun (8am-12n, 1pm-5pm, 5pm-12pm)	\$475	\$380
Sat - Sun (8am-5pm)	\$675	\$540

CONFERENCE ROOM		
Mon-Fri (8am-12n, 1pm-5pm, 5pm-12pm)	\$100	\$100
Mon-Fri (8am-5pm)	\$175	\$175

Sat - Sun (8am-12n, 1pm-5pm, 5pm-12pm)	\$200	\$160
Sat - Sun (8am-5pm)	\$300	\$240
FEES		
Kitchen Fee	\$120	\$120
Attendant (4hrs or less)	\$75	\$75
Attendant (more than 4hrs)	\$120	\$120

- a. Kitchen Fee will be included where there is an asterisk (*); Otherwise, Mon-Sun from 8am-12pm; \$120 for non members and members; \$80 for friends & Family
- b. Attendant Fee will be included where (+); Otherwise \$75 for 4 or fewer hours or \$120 for more than 4 hours (no F&F discount). Additional attendant is required for over 500 guests.
 - i. There will be a premium attendant fee for Holidays. The fee will be \$500 as well as a double attendant fee (\$240). Holidays & Weekends where this fee will be applied are: Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Years
- c. Tenant and Liability Insurance will be required for UVA Departments only in the event that alcohol is served. For 0-200 guests it will be \$66.50, for 201-400 guests it will be \$102.25. Any guest count over 400 is on a case by case basis.

E. Attrition and Cancellation Terms

1. For Conference Services:

- a. The attrition or cancellation fees will only apply if the Association is unable to resell the space
- b. Attrition or cancellation fees applies to conference rooms only
- c. Attrition or cancellation invoices will be sent after the date of the scheduled event.
- d. Catering attrition and cancellation fees are as follows

Days before Event	% Charged for cancellation
364-181 days	25%
180-91 days	50%
90-45 days	75%
44-0 days	100%

F. Rebates

1. The Association will:

- a. Provide the University with two complimentary conference room certificates annually. Certificates will be valid for one year from the date of issue. The certificates are transferable and can be used by anyone the University assigns them to. The certificates will be mailed on the 20th of January each year. Certificates will be sent to:

Attention: Raegan Harouff
 1001 North Emmet Street
 PO Box 400202
 Charlottesville, VA 22904

- b. Pay the University \$600 annually for logo placement on the Procurement & Supplier Diversity Services contract summary webpage.

G. Ordering and Payment Processes

1. No prepayments or deposits will be required
2. The Association will accept the University T&E Card as the method of payment for the Association's Goods and Services. At the time of reservation, the Association will
 - a. Provide the University with a lodging rate as details in Section E.
 - b. Collect needed guest information
 - c. Collect T&E Card information to be used for payment
 - d. If applicable, the Association may also request for the University department to sign the Associations OCD.
3. If there is a problem with the University's T&E Card on file to be used for payment, the Association will not let that disrupt the event. After check-in has been completed the Association will contact the University department T&E Card holder and/or the appropriate University's T&E Card Administrator(s) (identified in section J).
4. After the event has finished, the Association will charge University allowed charges on to the T&E card and send a detailed billing summary to the T&E card holder,
5. For transactions that the University has required to be handled by a Purchase Order, the Association will:
 - a. Accept payment electronically by one of the University's approved methods of electronic payments.
 - b. Have Net 45 pay terms.

H. Auditing and Quality Control Services will include

1. Association may not charge fees higher than those listed in Section ~~X~~^D. If during the term of this Agreement it is discovered that the Association is charging higher fees than those detailed in this Agreement, then the Association will send a check to the University for the amount of
 - a. A University contract compliance audit fee of \$200
 - b. The total amount of all overcharges discovered in the University pricing audit. Pricing audit will go back at least 12 months.
2. The Association agrees to submit a report of all University T&E Card spend with rebate on a quarterly basis. These reports can be mailed to the address above (Section G.1) or electronically to

Patrick Wood, Procurement Specialist, wpw9r@virginia.edu
3. Association will take T&E Card information over the phone or directly through the Association's website reservation system, and will not ask for T&E Card numbers to be faxed or e-mailed. Association may ask that an e mail confirming the reservation details be sent stating that payment is to be applied to their T&E Card. Card holders can give permission to the Association to keep their T&E card information on file to be used for future reservations. If permission is granted, Association will store the University T&E Card information in a secure environment in compliance with PCI requirements. If the T&E card holder does not grant permission, Association will use card information exclusively for the single transaction and then delete the information in a secure manner.

I. Contract Administrators

The individuals named below will serve as the identified Contract Administrators for their respective areas:

University Contract Administrator ("UCA")

Raegan Harouff

University Travel Manager

University of Virginia
Office: (434) 924-4233

Travel and Expensive Card

Office Hours: Monday thru Friday, 8 AM to 5 PM Eastern Standard Time)
Raegan Harouff, University Travel Manager
Department of Procurement and Supplier Diversity Services
University of Virginia
Office: (434) 924-4233
crh7p@virginia.edu

The Association will not make any commitments or comments or take any actions on behalf of the University without the explicit direction of the Contract Administrator. The University reserves the right to change its Contract Administrator upon notice to the Association.

Acceptance

For the Rector and Visitors

of the University of Virginia

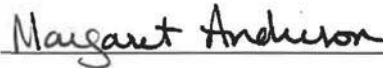

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Angelo Maurelli

Associate Vice President for Finance
3/11/2020

Date

For The UVA Alumni Association



Name Margaret Anderson

Title CFO

Date 03/05/2020

Attachment 1
Contractual Provisions

A. Nondiscrimination

During the performance of this Agreement, the Association will comply with the contract provisions contained in Section 2.2-4311(1) and (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

B. Conflict of Interests

The Association represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *et seq*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq*) or any other applicable law or regulation.

C. Assignment

Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

D. Amendments

No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement and Supplier Diversity Services and by the individual signing the Association's proposal or by other individuals named by either party as specified in Section E, Notices below. If the Association deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

E. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by facsimile, when received (as verified by sender's machine) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Angeho Maurelli
Associate Vice President for Finance
University of Virginia
Carruthers Hall
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 924-6154

If to the Association:

Margaret Anderson
CFO
UVa Alumni Association
211 Emmet Street
P.O. Box 400314
Charlottesville Virginia 22903
Fax (434) 243-9080

F. Independent Contractor

The Association is not an employee of the University, but is engaged as an independent contractor. The Association will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Association's performance of this Agreement. Nothing in this Agreement

will be construed as authority for the Association to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

G. Workers' Compensation and Employers' Liability

The Association will (i) maintain Employers Liability coverage of at least \$100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

H. Drug-Free Workplace

The Association, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

During the performance of this Agreement, the Association agrees to 1) provide a drug-free workplace for the Association's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Association's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Association that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to the Association, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale,

distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Agreement.

I. Information Technology Access

All electronic and information technology procured through this Agreement must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at <http://www.section508.gov>.

Additionally, in accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of this Agreement:

- Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
- Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
- Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards will not be required if the Director of Procurement and Supplier Diversity Services, University of Virginia determines that 1) the Technology is not available with non-visual access because the

essential elements of the Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.

If requested, this Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

J. eVA Business To Government Registration

The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov, is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is the gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA. All firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution. The Association is required to register in the eVA Internet e-procurement solution prior to an award being made.

K. eVA Transaction Fee

The Association agrees that it is a registered eVA vendor and subject to an eVA transaction fee, for which the Association will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at www.eva.virginia.gov.

L. Contractor License Requirements

State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of this Agreement. It is the Association's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies.

A copy of the license must be furnished upon request to the University or VASCUPP member institution.

M. Goods and Services

During the term of this Agreement, the Association will provide for the University the goods and services offered to the University in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the Association.

N. Waiver

No waiver of any right hereunder will be deemed a continuing waiver and no failure on the part of either party to exercise wholly or in part any right hereunder will prevent a later exercise of such or any other right.

O. Indemnification

The University will be responsible as provided by the laws of Virginia for the acts or omissions of its agents and employees causing harm to persons not a party to this Agreement. The Association agrees that it will be responsible for the acts or omissions of its agents and employees causing harm to persons not a party to this Agreement. Nothing in this Agreement is intended or will be construed as a waiver of the sovereign immunity of the Commonwealth.

P. Governing Law

This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.

Q. Termination

If the Association fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency, to the University's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to the Association.

R. Non-Appropriation

Funding for any Agreement between the University and the Association is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then this Agreement may be terminated by the University effective the last day for which appropriated funding is available.

S. Right of Audit

The University reserves the right to audit or cause to be audited the Association's books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. The Association will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require that the Association perform self-audits within reasonable parameters established by the University.

T. Contractual Claims

This Agreement is subject to the University's policy on Contractual Claims which is provided as Attachment 2: Procedure for Resolution of Contractual Claims.

U. Insurance

The Association must maintain the following insurance requirements. In no event should the Association construe these minimum required limits to be their limit of liability to the University. The Association will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. Upon request, the Association will provide to the University a valid Certificate of Insurance. The University reserves the right to approve any insurance proposed by the Association.

- i) Commercial General Liability Insurance to provide coverage for bodily injury and property damage with a minimum combined single limit of \$1,000,000 per occurrence, to include coverage for premises/operations, products/completed operations, contractual, and personal injury. *See additional insured requirement at the end of this section.
- ii) Automobile Liability Insurance to provide coverage for bodily injury and property damage with a minimum combined single limit of \$500,000 per accident.
- iii) Workers Compensation Insurance to provide coverage in accordance with the Workers Compensation Act of Virginia, to include Employers Liability coverage with minimum limits of \$500,000.
- iv) Property Insurance to provide coverage for all property owned by the University that will be in the firm's care, custody, and control.

*Additional Insured:

The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees and agents."

V. Use of Agreement by Third Parties

It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access this Agreement if authorized by the Association.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Association, this Agreement may be extended to the entities indicated above to purchase at fees in accordance with this Agreement. The Association will notify the University in writing of any such entities accessing this Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. The Association will provide semi-annual usage reports for all entities accessing this Agreement. Participating entities will place their own orders directly with the Association and will fully and independently administer their use of this Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Association to extend this Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of this Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes as the need may be.

W. Favored Nations

The Association represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the Association to any present customer.

X. The University's Authorized Representatives

The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been

specifically designated in writing to the Association by the University's Director of Procurement and Supplier Diversity Services.

Y. Purchasing Manual

This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available on Procurement and Supplier Diversity Service's web site at: <https://vascupp.org/hem.pdf>

Z. Small, Disadvantaged, Women-owned and Minority (SWAM) Business Reporting

The Association will identify and fairly consider small, disadvantaged, woman-owned, and/or minority firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under this Agreement. The Association will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Association will submit the quarterly SWAM business reports to:

Lorie Strother
SWAM Contract Administrator
Procurement and Supplier Diversity Services
E-mail: ljs8n@virginia.edu

The quarterly SWAM business reports will contain this information:

- SWAM firms' name, address and phone number with which the Association has contracted over the specified quarterly period.
- Contact person at the SWAM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWAM firm as it relates to the University's account.

AA. Intellectual Property Rights/Disclosure

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Association (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. The Association warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from this Agreement, and will have full ownership and beneficial use thereof free and clear of claims of any nature by any third party including without limitation copyright or patent infringement claims. The Association or contractor will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

BB. Unauthorized Alien Use.

The Association warrants that it does not knowingly employ an "unauthorized alien," as such term is defined in the federal Immigration Reform and Control Act of 1986. The Association furthermore agrees that, during the term of this Agreement, it will not knowingly employ an unauthorized alien.

CC. Marketing

The University encourages the Association to appropriately and specifically market itself to applicable end-using University departments that may be interested in the Association's Goods and Services. However, the Association will not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail. In the

event that the Association engages in non-specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.

DD. Future Goods and Services

The University reserves the right to have Association provide additional goods and/or services under the same pricing, terms, and conditions to make modifications or enhancements. Such additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of this Agreement. Such newly introduced additional Goods and Services will be provided to the University at favored nations pricing, terms, and conditions.

EE. PCI DSS Compliance

The Association may accept credit card payments from the University and third parties (i.e. students, parents, etc.) for the Services described in this Agreement. The Association acknowledges and agrees that it is responsible for the security of any cardholder data that it processes, transmits or stores, and warrants that the Association is, and will remain at all times during the term of this Agreement (and any subsequent renewal periods), in compliance with the PCI DSS [Payment Card Industry (PCI) Data Security Standard (DSS), a copy of which is available at:

https://www.pcisecuritystandards.org/pdfs/pci_dss_saq_navigating_dss.pdf. The Association will take all necessary steps to ensure such compliance; such as, but not limited to, no cardholder or magnetic stripe information will be stored in a database or internet storage device or space; only truncated card information will be provided on the sales slip provided to the cardholder; all merchant sales slip copies will be physically protected against unauthorized access; any media device storing cardholder information (e.g. wireless terminal) will be physically protected against loss, theft or unauthorized access; and hardcopy cardholder data will be destroyed before physically disposed of.

Association will maintain appropriate documentation of: (1) their processing level (Level 1-4) including certification of compliance and certification of compliance for all point-of-sale software or internal processing systems that they may employ; and (2) completed

Quarterly Network Scans of all outwardly facing IP addresses (as defined in PCI DSS) for those firms required to perform such scans. Association further agrees to use only credit card service providers that are PCI DSS compliant for credit card processing.

Association will indemnify, defend and hold harmless the University and its employees, trustees, officers, and agents, from and against all damages, judgments, losses, and reasonable costs or expenses (including reasonable attorney's fee) ("Damages") arising from lawsuits, actions, claims or demands by the ("Claims") seeking compensation for personal injury or property damages caused by or attributable to any data security compromise occurring as a result of Association's negligence or the breach of any of Association's obligations herein.

FF. Red Flags Rule

In accordance with the Red Flags Rule at 16 C.F.R. §681, under the Fair and Accurate Credit Transactions Act of 2003, if Association's activities under this Agreement make it a "service provider" under the Red Flags Rule, Association agrees to implement policies and procedures to detect relevant "red flags" of possible identity theft that may arise during Association's performance of its obligations under this Agreement, and to provide notice to the University any red flags of which it becomes aware.

Attachment 2

Procedure for Resolution of Contractual Claims

The Virginia Acts of Assembly of 2006, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

- A. The Association must provide the written claim to:
Assistant Director of Procurement and Supplier Diversity Services
University of Virginia
1001 North Emmet Street
P. O. Box 400202
Charlottesville, Virginia 22904-4202
- B. Although the Association may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, the Association must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement and Supplier Diversity Services if it wishes to pursue its claim.
- C. Upon receiving the written claim, the Assistant Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Association. If such discussion is to be held, the Assistant Director of Procurement and Supplier Diversity Services will contact the Association and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Association mutually agree.

D. The Assistant Director of Procurement and Supplier Diversity Services will mail his or her decision to the Association within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

E. The Association may appeal the decision to:

Director of Procurement and Supplier Diversity Services
University of Virginia
Carruthers Hall
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202

by providing a written statement explaining the basis of the appeal, within 15 days after the Association's receipt of the decision.

F. Upon receiving the written appeal, the Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Association. If such discussion is to be held, the Director of Procurement and Supplier Diversity Services will contact the Association and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement and Supplier Diversity Services and the Association mutually agree.

G. The Director of Procurement and Supplier Diversity Services will mail his or her decision to the Association within 60 days after the Director of Procurement and Supplier Diversity Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

Certificate Of Completion

Envelope Id: 360491AB32C742C5B8AEBD2DF0FEDA94	Status: Delivered	
Subject: Please DocuSign: University of Virginia Alumni Association Contract Renewal March 11, 2020 Caro...		
Source Envelope:		
Document Pages: 22	Signatures: 1	Envelope Originator:
Certificate Pages: 1	Initials: 0	Patrick Wood
AutoNav: Enabled		100 Phoenix Drive
Envelopeld Stamping: Enabled		Suite 111
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Ann Arbor, MI 48108
		wpw9r@virginia.edu
		IP Address: 128.143.20.253

Record Tracking

Status: Original	Holder: Patrick Wood	Location: DocuSign
3/11/2020 7:36:25 AM	wpw9r@virginia.edu	

Signer Events

Angelo Maurelli
alm6rk@virginia.edu
Assistant Vice President - Finance
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

7FF7ED151D20425...
Signature Adoption: Pre-selected Style
Using IP Address: 137.54.145.73

Timestamp

Sent: 3/11/2020 7:51:23 AM
Viewed: 3/11/2020 8:00:00 AM
Signed: 3/11/2020 8:00:23 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Patrick Wood
wpw9r@virginia.edu
University of Virginia - UVAFinance
Security Level: Email, Account Authentication (None)

Sent: 3/11/2020 8:00:24 AM
Viewed: 3/12/2020 3:46:53 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	3/11/2020 8:00:24 AM
Certified Delivered	Security Checked	3/12/2020 3:46:54 PM

Payment Events

Status

Timestamps

Agreement

This agreement, executed this 9th day of April, 2020, by and between the Rector and Visitors of the University of Virginia (the "University") and The University of Virginia Alumni Association, with regards to the real estate known as Alumni Hall (the "Association").

Term

The term of this Agreement will be for two years effective upon execution of this Agreement, with the ability to renew on the same or similar terms and conditions for four (4) additional two-year periods. The Association and the University will mutually agree at least 180 days prior to each renewal option whether to renew the terms of this Agreement.

Witness

The Purchasing Manual for Institutions of Higher Education and their Vendors (the "Manual") specifies those policies which govern the purchasing processes at specifically designated publicly-funded colleges and universities who are eligible to be or are governed by *Subchapter 3 of the Restructured Higher Education Financial and Administrative Operations Act, § 23-38.88 et seq. of the Code of Virginia and Chapters 824 and 829, Acts of Assembly, 2008*. Section 7 of the Manual details the exceptions to competitive requirements. The University, acting in full compliance with the Manual, engaged in negotiation to establish multiple lodging and conference facility (the "goods and Services") Agreements with local Charlottesville, Virginia vendors. The University and the Association wish to express in this Agreement the specific basis on which the Association will provide the Goods and Services to the University.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

1. Contents

These documents are hereby incorporated by reference into this Agreement:

- A. Agreement Attachment 1, Contractual Provisions;
- B. Agreement Attachment 2, Procedure for Resolution of Contractual Claims;
- C. Association's response to negotiations with the University
- D. Attachment 3, Alumni Hall Master Rental Agreement
- E. Attachment 4, Alumni Hall Rental Information/Guidelines for University Departments

To the extent that the terms of the various Agreement documents are in conflict, the terms of this Agreement, Agreement Attachment 1, and Agreement Attachment 2 will prevail over all other Agreement documentation.

2. The services provided by the Association will include, but not be limited to, the following:

A. Conference Services will include:

- 1. Allow for the University to use Association approved caterers to provide catering services for events at the Association.

B. Customer Service will include

- 1. Return phone calls and e mails from the University within three business hours
- 2. Provide phone support hours (seven days a week between the hours of 7:30 AM and 7:00 PM Eastern Time): 434-243-2665
- 3. Provide an account manager specifically assigned to manage the University's account. This individual will be the main contact for all University issues beyond those of which are typically handled by the front reservation desk. Such as, but not limited to: quality issues, payment and billing questions, and large group/conference reservation requests.

a. Account Manager: Carol Ann Abbott

b. Phone: 434-243-2665

c. Email: caa3e@virginia.edu

4. Notify reserving University departments, individuals, and the University Contract Administration ("UCA"), identified in section J, of any expected, unexpected, planned, or unplanned changes or occurrences to the Association's facilities or immediate surrounding areas which may impact reservations negatively. Such as, but not limited to: construction, flooding, pest control issues (bed bugs), or the closure of onsite recreational amenities or restaurants for whatever reason.
5. Provide, when required by the Association, the University Departments with Attachment 4, Alumni Hall Rental Information/Guidelines for University Departments. During the term of this Agreement, the Association agrees not to present or request for signature any other contract, agreement, direct bill application, and/or an OCD other than the University approved OCD shown in Attachment 4.

C. Reporting will include:

1. Quarterly Reports showing
 - a. Conference and catering spend
 - b. Cancellation and attrition fees
 - c. Summary of University complaints and Association's corrective actions
 - d. Small, Women, and Minority spending reports ("SWAM")
2. Other reports as requested by the University

D. Fees

1. Conference Room Fees:

ALUMNI HALL PRICING- '17 RATES

<u>ROOM (DAY/TIME)</u>	<u>NON-MEMBERS</u>	<u>UVA Dept.</u>
BALLROOM/ANNEX/TERRACE		
Mon-Fri (8am-12n, 1pm-5pm)	\$800	\$650
Mon-Fri (8am-5pm)	\$950	\$800
Mon-Thurs (5pm-12m)	\$1,100	\$950
<i>Friday 6pm-12m*+</i>	\$2,750	\$2200
<i>Sat. 12n-4pm *+</i>	\$3,500	\$2800
<i>Sat. 6pm-12m*+</i>	\$4,150	\$3,320
<i>Sat. All Day *+</i>	\$6,000	\$4,800
<i>Sun. 12n-4pm*+</i>	\$2,500	\$2,000
<i>Sun. 6pm-12m*+</i>	\$2,750	\$2,200
<i>Sun. All Day*+</i>	\$3,500	\$2,800
MANNING PAVILION		
Ballroom add on	\$450	\$360
Mon-Thur 4 hour block	\$650	\$520
Mon-Fri 8am-5pm	\$800	\$640
*Fri, Sat, Sun 4 hour block (6 months out)	\$1,050	\$840
*Sat/Sun all day 8am-12m (6 months out)	\$1,200	\$960
BOARD ROOM		
Mon-Fri (8am-12n, 1pm-5pm, 5pm-12pm)	\$375	\$300
Mon-Fri (8am-5pm)	\$575	\$460
Sat - Sun (8am-12n, 1pm-5pm, 5pm-12pm)	\$475	\$380
Sat - Sun (8am-5pm)	\$675	\$540

CONFERENCE ROOM		
Mon-Fri (8am-12n, 1pm-5pm, 5pm-12pm)	\$100	\$100
Mon-Fri (8am-5pm)	\$175	\$175

Sat - Sun (8am-12n, 1pm-5pm, 5pm-12pm)	\$200	\$160
Sat - Sun (8am-5pm)	\$300	\$240
FEES		
Kitchen Fee	\$120	\$120
Attendant (4hrs or less)	\$75	\$75
Attendant (more than 4hrs)	\$120	\$120

- a. Kitchen Fee will be included where there is an asterisk (*); Otherwise, Mon-Sun from 8am-12pm; \$120 for non members and members; \$80 for friends & Family
- b. Attendant Fee will be included where (+); Otherwise \$75 for 4 or fewer hours or \$120 for more than 4 hours (no F&F discount). Additional attendant is required for over 500 guests.
 - i. There will be a premium attendant fee for Holidays. The fee will be \$500 as well as a double attendant fee (\$240). Holidays & Weekends where this fee will be applied are: Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Years
- c. Tenant and Liability Insurance will be required for UVA Departments only in the event that alcohol is served. For 0-200 guests it will be \$66.50, for 201-400 guests it will be \$102.25. Any guest count over 400 is on a case by case basis.

E. Attrition and Cancellation Terms

1. For Conference Services:

- a. The attrition or cancellation fees will only apply if the Association is unable to resell the space
- b. Attrition or cancellation fees applies to conference rooms only
- c. Attrition or cancellation invoices will be sent after the date of the scheduled event.
- d. Catering attrition and cancellation fees are as follows

Days before Event	% Charged for cancellation
364-181 days	25%
180-91 days	50%
90-45 days	75%
44-0 days	100%

F. Rebates

1. The Association will:

- a. Provide the University with two complimentary conference room certificates annually. Certificates will be valid for one year from the date of issue. The certificates are transferable and can be used by anyone the University assigns them to. The certificates will be mailed on the 20th of January each year. Certificates will be sent to:

Attention: Raegan Harouff
 1001 North Emmet Street
 PO Box 400202
 Charlottesville, VA 22904

- b. Pay the University \$600 annually for logo placement on the Procurement & Supplier Diversity Services contract summary webpage.

G. Ordering and Payment Processes

1. No prepayments or deposits will be required
2. The Association will accept the University T&E Card as the method of payment for the Association's Goods and Services. At the time of reservation, the Association will
 - a. Provide the University with a lodging rate as details in Section E.
 - b. Collect needed guest information
 - c. Collect T&E Card information to be used for payment
 - d. If applicable, the Association may also request for the University department to sign the Associations OCD.
3. If there is a problem with the University's T&E Card on file to be used for payment, the Association will not let that disrupt the event. After check-in has been completed the Association will contact the University department T&E Card holder and/or the appropriate University's T&E Card Administrator(s) (identified in section J).
4. After the event has finished, the Association will charge University allowed charges on to the T&E card and send a detailed billing summary to the T&E card holder,
5. For transactions that the University has required to be handled by a Purchase Order, the Association will:
 - a. Accept payment electronically by one of the University's approved methods of electronic payments.
 - b. Have Net 45 pay terms.

H. Auditing and Quality Control Services will include

1. Association may not charge fees higher than those listed in Section ~~X~~^D. If during the term of this Agreement it is discovered that the Association is charging higher fees than those detailed in this Agreement, then the Association will send a check to the University for the amount of
 - a. A University contract compliance audit fee of \$200
 - b. The total amount of all overcharges discovered in the University pricing audit. Pricing audit will go back at least 12 months.
2. The Association agrees to submit a report of all University T&E Card spend with rebate on a quarterly basis. These reports can be mailed to the address above (Section G.1) or electronically to

Patrick Wood, Procurement Specialist, wpw9r@virginia.edu
3. Association will take T&E Card information over the phone or directly through the Association's website reservation system, and will not ask for T&E Card numbers to be faxed or e-mailed. Association may ask that an e mail confirming the reservation details be sent stating that payment is to be applied to their T&E Card. Card holders can give permission to the Association to keep their T&E card information on file to be used for future reservations. If permission is granted, Association will store the University T&E Card information in a secure environment in compliance with PCI requirements. If the T&E card holder does not grant permission, Association will use card information exclusively for the single transaction and then delete the information in a secure manner.

I. Contract Administrators

The individuals named below will serve as the identified Contract Administrators for their respective areas:

University Contract Administrator ("UCA")

Raegan Harouff

University Travel Manager

University of Virginia
Office: (434) 924-4233

Travel and Expensive Card

Office Hours: Monday thru Friday, 8 AM to 5 PM Eastern Standard Time)
Raegan Harouff, University Travel Manager
Department of Procurement and Supplier Diversity Services
University of Virginia
Office: (434) 924-4233
crh7p@virginia.edu

The Association will not make any commitments or comments or take any actions on behalf of the University without the explicit direction of the Contract Administrator. The University reserves the right to change its Contract Administrator upon notice to the Association.

Acceptance

For the Rector and Visitors

of the University of Virginia

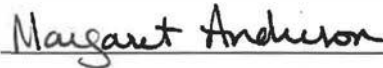

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Angelo Maurelli

Associate Vice President for Finance
3/11/2020

Date

For The UVA Alumni Association



Name Margaret Anderson

Title CFO

Date 03/05/2020

Attachment 1
Contractual Provisions

A. Nondiscrimination

During the performance of this Agreement, the Association will comply with the contract provisions contained in Section 2.2-4311(1) and (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

B. Conflict of Interests

The Association represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *et seq*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq*) or any other applicable law or regulation.

C. Assignment

Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

D. Amendments

No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement and Supplier Diversity Services and by the individual signing the Association's proposal or by other individuals named by either party as specified in Section E, Notices below. If the Association deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

E. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by facsimile, when received (as verified by sender's machine) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Angeho Maurelli
Associate Vice President for Finance
University of Virginia
Carruthers Hall
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 924-6154

If to the Association:

Margaret Anderson
CFO
UVa Alumni Association
211 Emmet Street
P.O. Box 400314
Charlottesville Virginia 22903
Fax (434) 243-9080

F. Independent Contractor

The Association is not an employee of the University, but is engaged as an independent contractor. The Association will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Association's performance of this Agreement. Nothing in this Agreement

will be construed as authority for the Association to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

G. Workers' Compensation and Employers' Liability

The Association will (i) maintain Employers Liability coverage of at least \$100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

H. Drug-Free Workplace

The Association, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

During the performance of this Agreement, the Association agrees to 1) provide a drug-free workplace for the Association's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Association's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Association that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to the Association, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale,

distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Agreement.

I. Information Technology Access

All electronic and information technology procured through this Agreement must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at <http://www.section508.gov>.

Additionally, in accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of this Agreement:

- Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
- Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
- Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards will not be required if the Director of Procurement and Supplier Diversity Services, University of Virginia determines that 1) the Technology is not available with non-visual access because the

essential elements of the Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.

If requested, this Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

J. eVA Business To Government Registration

The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov, is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is the gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA. All firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution. The Association is required to register in the eVA Internet e-procurement solution prior to an award being made.

K. eVA Transaction Fee

The Association agrees that it is a registered eVA vendor and subject to an eVA transaction fee, for which the Association will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at www.eva.virginia.gov.

L. Contractor License Requirements

State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of this Agreement. It is the Association's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies.

A copy of the license must be furnished upon request to the University or VASCUPP member institution.

M. Goods and Services

During the term of this Agreement, the Association will provide for the University the goods and services offered to the University in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the Association.

N. Waiver

No waiver of any right hereunder will be deemed a continuing waiver and no failure on the part of either party to exercise wholly or in part any right hereunder will prevent a later exercise of such or any other right.

O. Indemnification

The University will be responsible as provided by the laws of Virginia for the acts or omissions of its agents and employees causing harm to persons not a party to this Agreement. The Association agrees that it will be responsible for the acts or omissions of its agents and employees causing harm to persons not a party to this Agreement. Nothing in this Agreement is intended or will be construed as a waiver of the sovereign immunity of the Commonwealth.

P. Governing Law

This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.

Q. Termination

If the Association fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency, to the University's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to the Association.

R. Non-Appropriation

Funding for any Agreement between the University and the Association is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then this Agreement may be terminated by the University effective the last day for which appropriated funding is available.

S. Right of Audit

The University reserves the right to audit or cause to be audited the Association's books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. The Association will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require that the Association perform self-audits within reasonable parameters established by the University.

T. Contractual Claims

This Agreement is subject to the University's policy on Contractual Claims which is provided as Attachment 2: Procedure for Resolution of Contractual Claims.

U. Insurance

The Association must maintain the following insurance requirements. In no event should the Association construe these minimum required limits to be their limit of liability to the University. The Association will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. Upon request, the Association will provide to the University a valid Certificate of Insurance. The University reserves the right to approve any insurance proposed by the Association.

- i) Commercial General Liability Insurance to provide coverage for bodily injury and property damage with a minimum combined single limit of \$1,000,000 per occurrence, to include coverage for premises/operations, products/completed operations, contractual, and personal injury. *See additional insured requirement at the end of this section.
- ii) Automobile Liability Insurance to provide coverage for bodily injury and property damage with a minimum combined single limit of \$500,000 per accident.
- iii) Workers Compensation Insurance to provide coverage in accordance with the Workers Compensation Act of Virginia, to include Employers Liability coverage with minimum limits of \$500,000.
- iv) Property Insurance to provide coverage for all property owned by the University that will be in the firm's care, custody, and control.

*Additional Insured:

The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees and agents."

V. Use of Agreement by Third Parties

It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access this Agreement if authorized by the Association.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Association, this Agreement may be extended to the entities indicated above to purchase at fees in accordance with this Agreement. The Association will notify the University in writing of any such entities accessing this Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. The Association will provide semi-annual usage reports for all entities accessing this Agreement. Participating entities will place their own orders directly with the Association and will fully and independently administer their use of this Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Association to extend this Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of this Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes as the need may be.

W. Favored Nations

The Association represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the Association to any present customer.

X. The University's Authorized Representatives

The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been

specifically designated in writing to the Association by the University's Director of Procurement and Supplier Diversity Services.

Y. Purchasing Manual

This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available on Procurement and Supplier Diversity Service's web site at: <https://vascupp.org/hem.pdf>

Z. Small, Disadvantaged, Women-owned and Minority (SWAM) Business Reporting

The Association will identify and fairly consider small, disadvantaged, woman-owned, and/or minority firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under this Agreement. The Association will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Association will submit the quarterly SWAM business reports to:

Lorie Strother
SWAM Contract Administrator
Procurement and Supplier Diversity Services
E-mail: ljs8n@virginia.edu

The quarterly SWAM business reports will contain this information:

- SWAM firms' name, address and phone number with which the Association has contracted over the specified quarterly period.
- Contact person at the SWAM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWAM firm as it relates to the University's account.

AA. Intellectual Property Rights/Disclosure

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Association (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. The Association warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from this Agreement, and will have full ownership and beneficial use thereof free and clear of claims of any nature by any third party including without limitation copyright or patent infringement claims. The Association or contractor will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

BB. Unauthorized Alien Use.

The Association warrants that it does not knowingly employ an "unauthorized alien," as such term is defined in the federal Immigration Reform and Control Act of 1986. The Association furthermore agrees that, during the term of this Agreement, it will not knowingly employ an unauthorized alien.

CC. Marketing

The University encourages the Association to appropriately and specifically market itself to applicable end-using University departments that may be interested in the Association's Goods and Services. However, the Association will not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail. In the

event that the Association engages in non-specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.

DD. Future Goods and Services

The University reserves the right to have Association provide additional goods and/or services under the same pricing, terms, and conditions to make modifications or enhancements. Such additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of this Agreement. Such newly introduced additional Goods and Services will be provided to the University at favored nations pricing, terms, and conditions.

EE. PCI DSS Compliance

The Association may accept credit card payments from the University and third parties (i.e. students, parents, etc.) for the Services described in this Agreement. The Association acknowledges and agrees that it is responsible for the security of any cardholder data that it processes, transmits or stores, and warrants that the Association is, and will remain at all times during the term of this Agreement (and any subsequent renewal periods), in compliance with the PCI DSS [Payment Card Industry (PCI) Data Security Standard (DSS), a copy of which is available at:

https://www.pcisecuritystandards.org/pdfs/pci_dss_saq_navigating_dss.pdf. The Association will take all necessary steps to ensure such compliance; such as, but not limited to, no cardholder or magnetic stripe information will be stored in a database or internet storage device or space; only truncated card information will be provided on the sales slip provided to the cardholder; all merchant sales slip copies will be physically protected against unauthorized access; any media device storing cardholder information (e.g. wireless terminal) will be physically protected against loss, theft or unauthorized access; and hardcopy cardholder data will be destroyed before physically disposed of.

Association will maintain appropriate documentation of: (1) their processing level (Level 1-4) including certification of compliance and certification of compliance for all point-of-sale software or internal processing systems that they may employ; and (2) completed

Quarterly Network Scans of all outwardly facing IP addresses (as defined in PCI DSS) for those firms required to perform such scans. Association further agrees to use only credit card service providers that are PCI DSS compliant for credit card processing.

Association will indemnify, defend and hold harmless the University and its employees, trustees, officers, and agents, from and against all damages, judgments, losses, and reasonable costs or expenses (including reasonable attorney's fee) ("Damages") arising from lawsuits, actions, claims or demands by the ("Claims") seeking compensation for personal injury or property damages caused by or attributable to any data security compromise occurring as a result of Association's negligence or the breach of any of Association's obligations herein.

FF. Red Flags Rule

In accordance with the Red Flags Rule at 16 C.F.R. §681, under the Fair and Accurate Credit Transactions Act of 2003, if Association's activities under this Agreement make it a "service provider" under the Red Flags Rule, Association agrees to implement policies and procedures to detect relevant "red flags" of possible identity theft that may arise during Association's performance of its obligations under this Agreement, and to provide notice to the University any red flags of which it becomes aware.

Attachment 2

Procedure for Resolution of Contractual Claims

The Virginia Acts of Assembly of 2006, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

- A. The Association must provide the written claim to:
Assistant Director of Procurement and Supplier Diversity Services
University of Virginia
1001 North Emmet Street
P. O. Box 400202
Charlottesville, Virginia 22904-4202
- B. Although the Association may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, the Association must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement and Supplier Diversity Services if it wishes to pursue its claim.
- C. Upon receiving the written claim, the Assistant Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Association. If such discussion is to be held, the Assistant Director of Procurement and Supplier Diversity Services will contact the Association and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Association mutually agree.

D. The Assistant Director of Procurement and Supplier Diversity Services will mail his or her decision to the Association within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

E. The Association may appeal the decision to:

Director of Procurement and Supplier Diversity Services
University of Virginia
Carruthers Hall
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202

by providing a written statement explaining the basis of the appeal, within 15 days after the Association's receipt of the decision.

F. Upon receiving the written appeal, the Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Association. If such discussion is to be held, the Director of Procurement and Supplier Diversity Services will contact the Association and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement and Supplier Diversity Services and the Association mutually agree.

G. The Director of Procurement and Supplier Diversity Services will mail his or her decision to the Association within 60 days after the Director of Procurement and Supplier Diversity Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

Certificate Of Completion

Envelope Id: 360491AB32C742C5B8AEBD2DF0FEDA94	Status: Delivered	
Subject: Please DocuSign: University of Virginia Alumni Association Contract Renewal March 11, 2020 Caro...		
Source Envelope:		
Document Pages: 22	Signatures: 1	Envelope Originator:
Certificate Pages: 1	Initials: 0	Patrick Wood
AutoNav: Enabled		100 Phoenix Drive
EnvelopeId Stamping: Enabled		Suite 111
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Ann Arbor, MI 48108
		wpw9r@virginia.edu
		IP Address: 128.143.20.253

Record Tracking

Status: Original	Holder: Patrick Wood	Location: DocuSign
3/11/2020 7:36:25 AM	wpw9r@virginia.edu	

Signer Events

Angelo Maurelli
alm6rk@virginia.edu
Assistant Vice President - Finance
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

7FF7ED151D20425...
Signature Adoption: Pre-selected Style
Using IP Address: 137.54.145.73

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Viewed: 3/11/2020 8:00:00 AM
Signed: 3/11/2020 8:00:23 AM

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Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Patrick Wood
wpw9r@virginia.edu
University of Virginia - UVAFinance
Security Level: Email, Account Authentication (None)

Sent: 3/11/2020 8:00:24 AM
Viewed: 3/12/2020 3:46:53 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	3/11/2020 8:00:24 AM
Certified Delivered	Security Checked	3/12/2020 3:46:54 PM

Payment Events

Status

Timestamps

Amendment 001
Agreement Between
The Rector and Visitors of the University of Virginia
and
The University of Virginia Alumni Association

The Rector and Visitors of the University of Virginia (the “University”) and The University of Virginia Alumni Association (the “Hotel”) are amending the Agreement, whereby “Hotel” is contracted to provide accommodation services to the University.

Agreement Amendments are as follows:

Term Section:

The term of the Agreement is extended until December 31, 2022.

All other terms and conditions of the Agreement will remain in effect.

For the Rector and Visitors
DocuSigned By:
of the University of Virginia
Alita Salley
B463FD2F8E67476...
Alita Salley
Director, Strategic Sourcing

The University of Virginia Alumni Association
DocuSigned By:
Margaret Anderson
CE6A32649824452...
Margaret Anderson
Authorized Representative

Date: 2/1/2022

Date: 1/31/2022

Tracking#UVA-AGR-1199 