

AGREEMENT

This Agreement, executed this 1st day of May 2023, by and between The Rector and Visitors of the University of Virginia, (the “University”) and Christopherson Andavo Travel, L.P. (“CBT”).

TERM

The term of this Agreement will commence on May 1, 2023, and remain in effect until April 30, 2026 with the option to renew for three (3) additional one (1) year terms, conditioned upon Utah Division of Purchasing’s Contract # AR1459, on the same or similar terms and conditions. CBT and the University will mutually agree at least 180 days prior to the renewal options whether to renew the terms of this Agreement.

WITNESS

By its Request for Proposal (“RFP”) #LD119007, for Travel Management Services, issued September 14, 2018, Utah Division of Purchasing (the “Division”) requested proposals from firms to provide Travel Management Services (the “Services”). CBT submitted a proposal, and after successful negotiations with the Division, was awarded a Contract (Contract # AR1459). The Contract specifically states it is a cooperative procurement, allowing other public bodies to access it.

With the authority granted to the University by the Virginia Public Procurement Act (Code of Virginia 2.2-4304) and reiterated by the authority granted to the University by the Restructured Higher Education Financial and Administrative Operations Act of 2005, the University and CBT wish to express in this Agreement the specific basis on which CBT will provide the Services to the University.

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

1. Contents:

These documents are hereby incorporated into this Agreement:

- a. Agreement Attachment 1: *Contractual Provisions*;
- b. Agreement Attachment 2: *University’s Data Protection Addendum*;
- c. The Division’s Contract with CBT (Contract # AR1459), by reference

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. Specific Provisions:

These specific provisions are restated here for clarification:

a. Scope of Services:

- i. CBT will provide its Services to the University and any other VASCUPP member institution which chooses to access this Agreement. No additional paperwork is required to be negotiated for an accessing entity to be able to utilize this Agreement. However, CBT and an accessing entity may choose to summarize any specific Agreement modifications needing clarification via a mutually agreeable documentation method. The Services to be provided by CBT do not require the University, or any accessing entity, to issue a mandate to exclusively utilize CBT for all travel reservations.

b. General Travel Services:

CBT will provide the following General Travel Services through full agent support and its online booking tool:

- i. Book airline, lodging, rail, car rental, limousine, and/or charter bus travel at the most favorable rates and routing. CBT will utilize any appropriate cooperative contracts that allow for best pricing, such as: Educational and Institutional Cooperative Purchasing (“E&I”), US Communities, or the University’s contracts, if those contracts offer the lowest priced options. CBT will load the details provided by the University but will not manage the program.
- ii. Upon request, CBT will also provide the ability to book travel to sanctioned countries. When doing this CBT will ensure it follows all international, national, and state laws, as well as University policy and procedures, but following the laws, policies, and procedures is ultimately the responsibility of the traveler. CBT advisors must receive an authorization code from UVA’s Office of Export Controls before booking any travel to sanctioned countries. This authorization code can be provided by the traveler and/or travel arranger. CBT can also configure sanctioned countries as allowable in Concur.
- iii. Provide an explanation of any applicable penalties or restrictions prior to booking.
- iv. Provide delivery of tickets and trip itineraries within 24 hours after reservations are confirmed to the requesting University end user. All tickets, with few exceptions, should be delivered electronically.
- v. In providing the Services, CBT will follow all local, state, federal laws and regulations (including the Fly America Act), and all applicable University travel policies (including export control requirements). CBT can configure Fly America approved routings, however the University/traveler is ultimately responsible for ensuring they select the appropriate routing. CBT can provide custom messaging regarding Export Control requirements, but it is the responsibility of the traveler to ensure the policy is followed correctly.
- vi. Integrate into the reservation process, for both agent-assisted and via the online booking tool, mutually agreeable University travel policies and procedures.
- vii. Provide Visa and Passport guidance. There are no CBT transactional fees associated with these services. CBT advisors will communicate travel documentation requirements to traveler and any issues that may prevent entry into specific country. CBT is aware and able to handle travel services for a diverse University population – many of the University employees and students are not United States citizens. CBT partners with third party vendors to provide optional Visa and Passport services. When applicable, third-party visa and passport servicing fees shall apply. CBT can configure the OBT to provide a link to these services for those self-booking online. Traveler is ultimately responsible for ensuring that any Visa and Passport requirements are met for their individual trips.
- viii. Provide guidance via Sherpa Resource link for the traveler and/or the travel arranger when the reservation takes the traveler to locations requiring immunizations. Travelers are ultimately responsible to determine any immunizations required for their trip.
- ix. Make available all of CBT Services to the University’s Guests and Visitors (“G&V”) travelers.

- x. Provide travel profile management functionality that will be accessible by the traveler and travel arranger through the online booking tool. There is an option to setup an HR feed that will generate a profile shell with any field that is sent in the HR file. Travelers and arrangers will add any additional required field information as well as any other optional details they want to provide in their profile. Travelers and arrangers can make updates to the profile as necessary, info can include:
 - Personal contact information; name, phone, email, addresses
 - Emergency contact info
 - Passport information
 - Third party loyalty award membership numbers
 - Seat preferences
 - Food requirements
 - Hotel room preferences (non-smoking, ground floor, etc.)
 - Delegate information
 - Notification preferences and information
 - Payment information, allowing for multiple credit cards to be stored
 - Any information required by TSA

Highly sensitive data (including date of birth, passport information, and payment information) will be masked in AirPortal and Concur profiles to ensure security.

c. Specialty Travel Services:

- i. Provide group travel services to anywhere in the world; group travel services may include: meals, ground transportation, meeting space or classroom facilities, non-domestic regional air transportation, and museum or education cultural tour event coordination and ticketing. These Services will be provided by a CBT Specialty group agent:

Group/Meetings Agent: University Groups Team
Contact number: (866)371-3580
Email: universitygroups@cbtravel.com

- ii. Provide arrangements for chartered flights or chartered bus services upon request. CBT will provide the requesting University department with at least two air charter quotes.

d. Duty of Care:

CBT will provide a Duty of Care solution that has the ability to:

- i. Communicate any travel alerts or warnings issued by the US Government and/or destination area, including travel restrictions to sanctioned countries. SecurityLogic can be configured to include travel alerts based on government risk ratings for countries.
- iii. Provide 24x7 real-time threat alerts delivered directly to Traveler and/or Travel arranger's select mobile electronic device or email. Arrangers can receive notices each day via a summary email or they can access them directly in AirPortal.
- iv. Provide designated University Emergency Management employees with the ability to track all University travelers via a world map display on a computer. The system will allow for 2-way communication between travelers and select University duty of care administrators. SecurityLogic's Safety Check feature allows for a one time communication from the traveler to the administrator. Additional communication is handled via other means such as email or text outside of CBT systems.
- v. Ability to integrate travel itineraries with any third-party duty of care software the University selects.

e. Lodging Services:

- i. Solicit bids for group hotel stays as requested by the University departments.
- ii. Support corporate-level reward points programs for chain hotels and credit the appropriate University reward account for group booking business when applicable.
- iii. Identify, organize, and support negotiations with the corporate lodging chains on the University's behalf, to obtain a negotiated discounted rate for University business.

f. Air Services:

- i. Work with University to identify, organize, and support negotiations with the airline(s) on the University's behalf, to obtain a negotiated discounted rate for University business.
- ii. Work with University to pursue volume/group pricing discounts on behalf of the University. CBT will support discounts on behalf of UVA on the following airlines: Delta, United, American, and Southwest.
- iii. Provide reservation services to secure private jet charters. This service is optional for an additional fee (see fee table)
- iv. Monitor schedule changes and notify travelers/travel arrangers of schedule changes in writing. Changes of less than 30 minutes are automatically accepted and an updated itinerary is sent to the traveler and travel arranger. For schedule changes greater than 30 minutes, CBT reaches out to the traveler/travel arranger via email. Arrangers must be added to Email 2 in the traveler's profile in Concur to receive the traveler's itineraries.
- v. Cross-reference reservations made by CBT as needed, at no additional fee.
- vi. Reissue tickets due to airline-imposed schedule changes when necessary. If the schedule change does not require a new ticket to be issued, this will be done at no additional charge. Otherwise, if a schedule change does require a new ticket to be issued, a new service fee will apply.

g. Customer Service:

- i. Travel requests - Answer 65% of incoming University calls within 20 seconds. Answer 75% of incoming calls within 60 seconds.
- ii. Travel requests - Return phone calls within one hour. Send acknowledgement of emails within one hour and begin work on emailed travel requests within four hours during regular business hours. All other communications within one business day.
- iii. Travel requests will be answered by designated university advisors.
- iv. Notification to University travelers and/or travel arrangers of itinerary changes. Arrangers must be added to Email 2 in the traveler's profile in Concur to receive the traveler's itineraries.
- v. Offer professional trip counseling for travelers and travel arrangers for complex or unique itineraries.
- vi. Provide effective closed-loop corrective action procedures for complaint resolution.
- vii. Provide business hours and phone support:

| | |
|-----------------|------------------|
| Business Hours: | 8:00a – 8:00p ET |
| Toll Free: | (1-844-488-2228) |

The same telephone numbers provided above will also be used for 24-7 support.

- viii. Support 24-7 Emergency Services to all University travelers. Assist University travelers affected by carrier operations, security issues, weather, airport closures, accidents, etc., by making necessary travel re-accommodations.
- ix. Provide training for the online booking tool via WebEx training, online subject videos, and remote desk assistance. Any onsite training will incur a training fee plus travel costs as mutually agreed upon.

- x. Provide a designated account manager for the University: Responsibilities of account manager will be based on standard CBT services to be determined by CBT. Account manager will have the authority to act and make decisions to resolve issues without needing extensive consultation within CBT's organization. Contractual issues will be escalated to the managerial level.
 - Return phone calls and emails from the University travel team within one business day.

h. Online Booking Tool:

CBT will provide the University with the online booking tool, Concur. The Concur tool functionality will include, but not be limited to, the following features:

- i. The Concur tool will have a secure log-in process that will have a single sign-on capability
- ii. Allow travelers to shop and reserve airline itineraries and fares, hotel rooms, and rental cars.
- iii. Allow travelers to view and update their personal profile preferences.
- iv. Allow for the system to be customized and programmed with the University's travel rules and preferences, such as, but not limited to:
 - CBT will customize the sections of the online booking tool as Concur allows. We will add a logo and tailor messaging to meet the University's requirements.
 - Be able to restrict the purchase of: basic economy tickets, specific airlines, or hotel accommodations as requested. Allow for an approval routing process for purchases not made within University travel policy.
 - Load University-specific negotiated rates, CBT negotiated rates, and all applicable accessible contracted rates into the Concur tool.
 - Load and maintain the federal per diem lodging rates for every available city in the world (also known as the CONUS and OCONUS lodging rates).
 - Highlighting the University's preferred air, lodging, and rental car travel vendors on the search results page.
 - Allow for the University to have final approval on vendors included or excluded in the Concur tool. The University will have the ability to request at any point in time for a vendor to be added or removed from the Concur tool by CBT within 24 hours, as supported by the tool.
- v. Upon request, agents will cross-reference Concur bookings of travelers on the same itinerary at no additional charge. UVA travelers/ arrangers will email UVA@Cbtravel.com to confirm these requests.
- vi. University travel arrangers will be able to use AirPortal to see where all their select designated travelers are while in travel mode (ticketed or arrived at destination) with Security Logic and Safety Check.
- vii. Update the University Faculty and Staff employee list daily. Information update will include, but is not limited to: employment status, hierarchy managerial approver, and department. AirPortal and Concur will automatically be updated with this information based on the HR feed sent daily by the University. This current feed does not incur any fees. A new HR feed would potentially incur a new fee.
- viii. Display travelers' current and past trip itineraries. These documents will be accessible by the traveler's select individuals, such as a travel arranger or department business manager.
- ix. Accessible via multiple software and electronic device platforms, including, but not be limited to: Windows and Apple-operated systems, and Smartphones and other devices (specifically the iPhone, iPad, and Android devices).

- x. Communicate to the traveler and/or the travel arranger of any airline credits or unused tickets available, when the traveler or the travel arranger is making a reservation in which those credits or tickets could be used. Unused tickets will be queried and prompted for use in both online and agent-assisted purchases. Provide guidance on best way to maximize use of the unused ticket funds (e.g. if residual value will be forfeited, it's better to purchase the ticket in a higher class of service to use the full value of the unused ticket or save the credit for a higher value trip). Provide guidance on expiration dates and name changes on unused tickets.
- xi. Ability to integrate seamlessly with the University's operating systems, such as: the University's travel reimbursement software and with the University's Human Resources. Data feeds may incur a cost based on the nature and complexity of the integration as determined by CBT.
- xii. The Concur search results page:

Is competitive. The Concur system results page will show pricing that is, or matches, the best pricing available for every airfare, lodging, and rental car transaction. If a better price, with the same exact parameters (bookings made at the same time, same day, exact flights, same class of fare, etc.), can be found anywhere, then CBT will match the price and reimburse the difference. The process is as follows: Submit the itinerary to CBT via your travel advisor team or the online helpdesk within one (1) hour of the original booking. The lower rate must be available for booking on Concur or other US-based website at the time you contact CBT. The price guarantee is available only for exact itinerary matches -- same air carrier, class of service, identical fare rules and restrictions (including applicable refund, change and cancellation policies), the exact same dates, flight numbers and times of travel for all legs of the trip. There will be no transaction fee for this service.

 - Is available and accurate. Concur search results show only, real-time, actual availability and real-time, accurate pricing as provided by Worldspan.
- xiii. The Concur system historically functions correctly and is accessible (tool uptime) 99.5% of the time.

i. Reporting:

- i. Semi-annual Business Reviews where CBT University account management presents to the University:
 - Industry trends
 - Identification of critical issues
 - Concur updates
 - Quarterly reports may include:
 - a. Airline, lodging, and rental car spend.
 - b. Total number of lodging nights booked and top five cities by volume.
 - c. Total number of rental car days booked and top five cities by volume.
 - d. Unused airline tickets.
 - e. Survey results of CBT travel agents servicing the University's account.
 - f. Reservation method report: online, email, or via the phone, and after- hours service support.
 - g. Carbon emissions report.
 - h. Summary of University complaints and CBT's corrective actions.
 - i. Other reports as requested by the University.
- ii. Annual stakeholder meeting where the following is discussed: quality issues, contract performance, goals for next year, long term visions, industry updates, benchmarking of best practices amongst other CBT clients. Location of meeting will take place at a mutually agreed upon time and destination.

- iii. CBT will provide a year-end report showing:
 - University savings from using CBT negotiated discounts with airlines, rental car companies, and hotels.
 - Recommendations to the University on how to reduce travel cost for the following fiscal year.
 - Detailed travel spend per department.
 - Annual cost benefit to the University for using CBT.
 - Other analysis as requested by the University. Custom reporting fees may apply (see pricing schedule)

j. Vendor Scorecard:

CBT will be expected to maintain acceptable performance as determined mutually by the University and CBT. The University and CBT will hold Semi-annual Business Review meeting (“SBR”). The performance criteria will include the following four weighted categories.

- i. Customer Satisfaction
- ii. Functionality
- iii. Financial
- iv. Innovation

Once agreed upon, each category will include specific measurable criteria and will be weighted based on importance. Prior to each SBR, the University will determine the score based on achievement of the criteria. Each criterion not achieved will include a corrective action.

k. Fees and Payment:
i. Current Fees:



for University of Virginia

| Full Service Travel Agents: | | Transaction Fee |
|--|---|-----------------|
| Agent booked - Domestic reservation | Includes airfare, rental car and hotel | \$26.00 |
| Agent booked - International reservation | Includes airfare, rental car and hotel, up to two stopovers | \$35.00 |
| Agent booked - Hotel and/or Rental Car | Without airfare | \$15.00 |
| Agent Assistance with an Online booking | Agent assistance add-on fee for ticket booked online | \$15.00 |
| Online Reservations: | | Transaction Fee |
| Online booking | Touchless - includes airfare, rental car and hotel | \$9.00 |
| Online booking using unused ticket credit | No additional fee for applying credit in profiled traveler's name | \$9.00 |
| Online - Hotel and/or Rental Car only | Touchless - without airfare | \$4.00 |
| Online - Exchange (touchless) | Online booking exchanged and processed by online booking tool | \$9.00 |
| Online - Exchange (agent intervention) | Online booking exchanged with restrictions or AirBank credit | \$15.00 |
| Domestic Group Travel: | | Transaction Fee |
| 10 - 25 Travelers with the exact same itinerary | Per person transaction fee | \$24.00 |
| 26 - 50 Travelers with the exact same itinerary | Per person transaction fee | \$23.00 |
| 51+ Travelers with the exact same itinerary | Per person transaction fee | \$21.00 |
| Miscellaneous: | | Transaction Fee |
| Airline Ticket Refund | No fee for processing airline ticket refund | \$0.00 |
| Award ticket redemption | Frequent flyer and promotional tickets | \$49.00 |
| Bus Charter | 10% fee | - |
| Air Charter | 10% fee | - |
| Virtual Pay | Single-use credit card payment authorization, per hotel booking | \$5.00 |
| Agent Booked – Non-standard Booking* | Southwest vouchers, NDC Content, etc | \$15.00 |
| Online Booked – Travelfusion Integration* | Non-GDS Bookings | \$2.00 |
| VIP Full-Service Air | Includes airfare, rental car, and hotel | \$49.00 |
| VIP Full-Service Hotel and/or Car Only | Without airfare | \$25.00 |
| VIP Advisor Assistance Online booking | Agent assistance add-on fee for ticket booked online | \$29.00 |
| Customized report and data feed set up | Consultation and design of complex requirements, per hour | \$150.00 |
| Credit card reconciliation service | Reconcile transactions to client/bank data feed. \$0.25 per air transaction, \$1.00 per hotel, \$150 minimum. | \$150.00 |
| Travel Management Services: | | Transaction Fee |
| Online booking tool implementation | Customization, integration, training | Included |
| After-hours phone calls | No fee per call, standard transaction fees apply | Included |
| Account Management | Designated account manager | Included |
| Reporting | More than 200 standard reports | Included |
| <i>No implementation, annual, or monthly fees.</i> | | |

| Christopherson Business Travel Proprietary Travel Technology - AirPortal® | | |
|---|---|----------|
| AirPortal 360™ | Company level view of your entire travel program | Included |
| My Travel | Individual business travelers portal to all their travel data | Included |
| Airtinerary® | Intelligent itinerary for the business traveler | Included |
| Unused Ticket Tracker | Capture, audit, report, and enforce the reuse of unused tickets | Included |
| DOMO integration | Travel spend analytics and reporting options | Included |
| Value Scorecard | Measure the ROI on your travel management program | Included |
| SecurityLogic® | Duty of care and security management platform | Included |
| Travel Policy | Travel policy and preferred vendor integration | Included |
| Profiles | Advanced profile management | Included |
| Conferma virtual pay (optional) | Per automated prepaid hotel with single use credit card | \$5.00 |

* If manual workflows are improved with automation, CBT is willing to discuss fee reductions for these bookings.

- ii. If online reservation functionality is not available due to the fault of CBT therefore making agent assisted reservations the only method available, CBT will charge the University traveler the online pricing fee.
- iii. The following list of services will be provided by CBT to the University for no additional fees or charges:
 - Initial start-up implementation.
 - System integration/auto-synching with University databases and servers (HR system and expense reporting tool). Additional fees for custom integrations
 - Customization of Concur booking tools with University preferences, rules, policies, etc.
 - A customized training instance for training University travelers.
 - Uploading into the Concur booking tool, negotiated discounted pricing for airlines, hotels, and rental cars (University contracts and from accessible cooperative contracts). Rates will be entered into the Concur booking tool within 3 business days of receipt.
 - Uploading and maintaining of the established federal per diem lodging rate for every available city in the world (also known as the CONUS and OCONUS lodging rates). This can be configured in Concur.
 - Maintenance and updates (as required) associated with all of the above.
 - Visa and Passport support services. Third-party fees may apply.
- iv. CBT agrees that it will not charge or pass along credit card merchant fees if the University elects to set up the Concur booking tool so transaction fees are charged at the point of sale. If the University elects to pay for the Concur booking fees via monthly bill, CBT will be paid per the payment terms and method selected when registering within the University vendor registration system.
- v. In regard to the University paying the third party travel providers, CBT will be provided the credit card to be used for each transaction by the travel arranger. In most cases this card will be a University issued Travel and Expense Card (“T&E card”). Up to four payment types (more than one credit card) can be used per trip. Split payments for an individual airline ticket are not allowed. Payments for airline tickets will be charged at the time of ticketing. Car and hotel payments are made directly to the vendor upon check-in/rental agreement signing. CBT full-service transaction fees are charged at the time of ticketing.

l. Supplier Diversity Support:

CBT will support the University's and VASCUPP's SWaM (Small, Woman, and Minority) owned business goals by committing to supporting the annual SWaMfest conference. CBT will provide an annual SWaMfest sponsorship level as follows: \$1,000 annually for the Agreement Term. In return for the Leader level sponsorship, CBT will receive a package of benefits, currently valued at \$1,000, which includes prime exhibit space, conference admission for two, and recognition on SWaMFest marketing materials.

m. Contract Administrator:

The individual named below will serve as the Contract Administrator and will be the point of contact at the University for day-to-day operations under this Agreement. CBT will channel all communications through:

Name: Raegan Harouff Gaye
Office: University Travel Office - Procurement and Supplier Diversity Services
Phone: 434-924-4354
Email: crh7p@virginia.edu

CBT will not make any commitments or comments, or 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 CBT.

n. UVA Travel Expo Support:

CBT will register and participate in the annual Travel Expo. CBT will commit to participate at a sponsorship level as follows: \$500 for Year 1 of the Agreement, \$550 for Year 2, and \$550 for Year 3. CBT will also commit to providing an annual door prize with a minimum of USD \$100.00 value, subject to change. If renewal options occur for Years 4-6, annual Travel Expo fees will be assessed/determined at that time. For UVA Travel Expo support, CBT will contact:

Name: Raegan Harouff Gaye
Office: University Travel Office - Procurement and Supplier Diversity Services
Phone: 434-924-4354
Email: crh7p@virginia.edu

[Remainder of page left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ACCEPTANCE

**For the Rector and Visitors of the
University of Virginia**

For Christopherson Andavo Travel, L.P.

DocuSigned by:
Mark Cartwright
1F4DBE5679724FD...

Matthew J Cameron, CCO

Name: Mark Cartwright

Name: Matthew J Cameron

Title: Senior Director, PSDS

Title: CCO

Date: 5/3/2023

Date: May 1st, 2023

Agreement #: UVA-AGR-2812

 

ATTACHMENT 1 Contractual Provisions

A. Nondiscrimination

During the performance of this Agreement, Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (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

Selected Firm 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. Independent Contractor

Selected Firm is not an employee of the University, but is engaged as an independent Selected Firm. Selected Firm 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 Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for Selected Firm 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.

D. Workers' Compensation and Employers' Liability

Selected Firm 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.

E. Drug-Free Workplace

Selected Firm, 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, Selected Firm agrees to 1) provide a drug-free workplace for Selected Firm'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 Selected Firm'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 Selected Firm 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 a Selected Firm, 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.

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

G. Unauthorized Alien Use

Selected Firm 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. Selected Firm furthermore agrees that, during the term of this Agreement, it will not knowingly employ an unauthorized alien.

H. Additional Federal Grant Provisions

The following provisions apply to a contract made under a federal grant: [Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#).

I. 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.

J. 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 Selected Firm's proposal or by other individuals named by either party as specified in the Notices provision below. If Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

K. 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:

Procurement and Supplier Diversity Services
University of Virginia
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Phone: 434-924-4019
Fax: 434-982-2690

- If to Selected Firm:

The person signing Selected Firm's proposal in response to the University's RFP, at Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

L. University Registration

Selected Firm agrees to register and remain registered as a supplier with the University during the term of this Agreement, and to comply with all applicable terms and conditions associated with registration.

M. eVA Registration / Transaction Fee

The eVA Internet electronic procurement solution is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is a gateway for Firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA and all Firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution.

Selected Firm is required to register in the eVA Internet e-procurement solution as a condition of award and remain eVA registered during the term of this Agreement. Selected Firm will be subject to an eVA transaction fee, for which Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Selected Firm may not recoup the eVA fee by invoicing the University for the fee. Additional information is available at www.eva.virginia.gov

N. Waiver

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

O. Indemnification

Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and its agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non-performance of this Agreement by Selected Firm or its agents or subcontractors, including the provision of any services or products. Selected Firm warrants that the products, services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

P. Termination

If Selected Firm 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 15 calendar days or a time agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to Selected Firm.

In addition, this Agreement may be terminated by the University for convenience by providing 30 days' notice. The University remains responsible for payment of all products and services it has implemented, used or purchased through the time of termination.

Q. Non-Appropriation

Funding for any Agreement between the University and Selected Firm 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.

R. Right of Audit

The University reserves the right to audit or cause to be audited Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. Selected Firm 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 Selected Firm perform self-audits within reasonable parameters established by the University.

S. Contractual Claims Procedure

The Virginia Acts of Assembly of 2007, 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:

1. Selected Firm must provide the written claim to:

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

2. Although Selected Firm may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, Selected Firm 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.
3. 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 Selected Firm. If such discussion is to be held, the Assistant Director of Procurement and Supplier Diversity Services will contact Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and Selected Firm mutually agree.
4. The Assistant Director of Procurement and Supplier Diversity Services will mail his or her decision to Selected Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

5. Selected Firm 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

Provide a written statement explaining the basis of the appeal within 15 days after Selected Firm's receipt of the decision.

6. 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 Selected Firm. If such discussion is to be held, the Director of Procurement and Supplier Diversity Services will contact Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement and Supplier Diversity Services and Selected Firm mutually agree.
7. The Director of Procurement and Supplier Diversity Services will mail his or her decision to Selected Firm 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.

Nothing in this procedure will preclude either party from filing a claim in any court of the Commonwealth of Virginia to seek legal or equitable remedy if a dispute should arise, in addition to such other remedies as are expressly provided in this Agreement. Selected Firm may not, however, file such claim unless and until it has complied fully with the procedure set forth in this provision.

T. Cooperative Procurement / 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 Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by Selected Firm, this Agreement may be extended to the entities indicated above to purchase at fees in accordance with this Agreement. Selected Firm 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. Selected Firm will provide semi-annual usage reports for all entities accessing this Agreement. Participating entities will place its own orders directly with Selected Firm and will fully and independently administer its 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 Selected Firm 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.

U. 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 Selected Firm by the University's Director of Procurement and Supplier Diversity Services.

V. 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 at this web site: <https://vascupp.org/hem.pdf>

W. Small, Women-owned and Minority-owned (SWaM) Business Reporting

Selected Firm will identify and fairly consider SWaM Firms for subcontracting opportunities when qualified SWaM Firms are available to perform a given task in performing for the University under the resulting Agreement. Selected Firm 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. Selected Firm will submit the quarterly SWaM business reports to:

Zachary Jackson
Business Analyst
Email: zachary.jackson@virginia.edu

The quarterly SWaM business reports will contain this information:

- i. SWaM Firm's name, address and phone number with which Selected Firm has contracted over the specified quarterly period.
- ii. Contact person at the SWaM Firm who has knowledge of the specified information.
- iii. Type of goods and/or services provided over the specified period of time.
- iv. Total amount paid to the SWaM Firm as it relates to the University's account.

Selected Firm's failure to provide SWaM reports on a quarterly basis which contain the information required by this section and/or Selected Firm's failure to comply with the plan for utilizing SWaM businesses submitted by Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 9. G. 4 of the "Purchasing Manual for Institutions of Higher Education and their Vendors."

X. Goods and/or Services

During the term of this Agreement, Selected Firm will provide for the University the goods and/or services offered to the University by the Firm 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 Firm.

Y. Future Goods and/or Services

The University reserves the right to have Selected Firm provide additional goods and/or services that may be required by the University during the Term of this Agreement. Any such goods and/or services will be provided under the same terms and conditions of this Agreement. Such additional goods and services may include other products, components, accessories, subsystems or services provided by Selected Firm. These additional goods and services will be provided to the University at Favored Customer pricing.

Z. Favored Customer

Selected Firm 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 Firm to any present customer.

AA. Ordering Procedures

The University does not place verbal orders for the Goods and/or Services. The University may only place orders for the Goods and/or Services by issuing a formal written Purchase Order in advance of Selected Firm's provision of the Goods and/or Services. Accordingly, at the University's request, Selected Firm will issue a proposal/quotation listing the Goods and/or Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by Selected Firm unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize Selected Firm to provide the Goods and/or Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If Selected Firm provides Goods and/or Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.

BB. Marketing

The University encourages Selected Firm to appropriately and specifically market itself to applicable end-using University departments that may be interested in Selected Firm's Goods and/or Services. However, Selected Firm will not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail. In the event that Selected Firm engages in non-specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.

CC. Compliance

Selected Firm will comply with all applicable laws and industry standards in performing services under this Agreement. Any Selected Firm personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities.

DD. 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 Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. Selected Firm 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. Selected Firm 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.

EE. Data and Intellectual Property Protection

Sensitive, non-public "University Data" is strictly regulated by state or federal law. Such data includes but is not limited to: business, administrative and financial data, intellectual property, and patient, student and personnel data. If Selected Firm will receive, create, or come into non-incident contact with University Data, Selected Firm agrees to abide by the terms and conditions of the Data Protection Addendum. Further, if Selected Firm will receive, create, or come into non-incident contact with patient or University health plan participant Protected Health Information as that term is defined in 45 C.F.R. § 160.103, Selected Firm is a Business Associate, and agrees to abide by the terms and conditions of the Business Associate Addendum in addition to the Data Protection Addendum.

FF. Brand Standards

Selected Firm warrants that any Creative Work produced for the University (1) will comply with the University's brand standards and (2) in its end application, will fit the visual look and feel of the overall brand aesthetic, brand concept, color palette, visual effects, photographic and video style standards, and make correct use of all marks including logos and identity components. Selected Firm agrees that the University, in its sole discretion, will determine Selected Firm's compliance with this Provision. Creative Work includes, but is not limited to: websites, applications, electronic communications, newsletters, advertisements, mailings, magazines, and other communication materials (digital and print) produced for the University. For additional guidance, Selected Firm should consult the UVA Brand Guidelines at <http://brand.virginia.edu/> (requires registration) or contact University Communications (brandguidelines@virginia.edu).

GG. International Traffic in Arms Regulations (ITAR)

If Selected Firm is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (ITAR), it must notify (by sending an email to export-controls@virginia.edu), and receive prior written authorization from, the University's Office of Export Controls before delivery. The notification provided by the supplier shall include the name of the University of Virginia point of contact, identify each ITAR-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s), and indicate whether or not the determination was reached as a result of a commodity jurisdiction or self-classification process. Selected Firm agrees that if it fails to notify the University that it is providing ITAR-controlled items, data or services, it shall reimburse the University for any fines, legal costs and other fees imposed by the above-named regulatory agency for any violation of export controls regarding the provided items, data or services.

HH. License Requirements

Certain statutes and regulatory agencies require that some Firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. It is Selected Firm's responsibility to comply with the rules and regulations issued by the appropriate regulatory agencies, and possess and maintain the appropriate licenses if applicable for the Goods and/or Services to be provided under this Agreement. A copy of any such applicable license and/or permit must be furnished upon request to the University or VASCUPP member institution. For example, if Selected Firm will be providing 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.

II. Force Majeure

Neither Party will be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state, national or international ordinance or law or any executive, administrative, judicial or similar order, including orders from any governing body (which order is not the result of any act or omission to act which would constitute a default under this Agreement), or any failure or delay of any transportation, power, or other essential thing required, or similar causes beyond the Party's control. Any delay in performance will be no greater than the event of force majeure causing the delay. If an event of force majeure continues uninterrupted for a period exceeding six calendar months, either Party may elect to terminate this Agreement upon notice to the other, but such right of termination, if not exercised, will expire immediately upon the discontinuance of the event of force majeure.

JJ. Promotional Activity

During the Term of the Agreement, Selected Firm may reference the University as a customer in sales and marketing materials and public statements (Promotional Materials), provided such Promotional Materials do not include opinions explicitly or implicitly attributed to the University about the quality of the goods and/or services provided to the University. In no event shall Selected Firm request that the University or any University employee endorse Selected Firm or Selected Firm's goods and/or services. Promotional Materials may include the name "University of Virginia" and UVA's approved institutional logo solely to identify accurately the University as an entity to whom Selected Firm provides goods and/or services. Furthermore, the University grants Selected Firm a limited, nonexclusive license to display the University's Marks solely as they are made available to Selected Firm in connection with Selected Firm's goods and/or services.

KK. Governing Law

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

LL. Entire Agreement

This is the entire agreement between the University (including University employees and other End Users) and Selected Firm. In the event that Selected Firm enters into terms of use agreements or other agreements or understanding, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply.

MM. Agreement Signature

This Agreement may be executed in counterparts, each of which will be deemed an original, and both of which taken together will constitute one and the same document. Electronically transmitted signatures will be deemed originals for all purposes relating to the agreement.

NN. University Career Center Support

CBT agrees to support University Career Center ("UCC") by:

- i. Working with UCC to post internship opportunities, so the UCC team can solicit applications. Applicants can apply for these through UVA's Handshake recruiting portal and CBT's normal recruiting channels. Postings will include information regarding remote opportunities.
- ii. CBT will participate remotely in at least one UCC events per year, which may include career fairs.

OO. Insurance

SELECTED FIRM shall procure and maintain and require any Subcontractor to procure and maintain for the duration of the contract, insurance against claims which may arise from or in connection with the performance of the work and the results of that work by the SELECTED FIRM, its agents, representatives, employees, or subcontractor. Beginning on the Commencement Date and continuing during the Initial Term of the Contract and any Renewals or extensions thereof, the SELECTED FIRM, at the SELECTED FIRM's expense, shall keep in force, with an insurance company with a current A.M. Best's rating of no less than A:VII, one which is authorized to transact business in Virginia, and in a form acceptable to UVA the following:

- { X } Commercial General Liability (CGL): Providing CGL coverage on an "occurrence" basis, including for (X) bodily injury liability including: death, assault or battery, (X) property damage liability for damage to property of third parties, (X) personal injury liability, (X) advertising injury liability, (X) contractual liability, (X) products / completed operations liability and (X) full liquor liability arising out of the service of liquor (e.g., dram shop liability), with limits no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
- { X } Automobile Liability: providing coverage on all vehicles (i.e., owned, non-owned, and hired) operated with combined minimum limits of liability of at least One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.
- { X } Workers' Compensation: providing coverage of at least the statutory amounts covering all employees, and employer's liability insurance with minimum limits of One Million Dollars (\$1,000,000) for each accident, disease.
- { } Excess Liability ("umbrella") Insurance: providing coverage with a limit of at least (Ten) Million Dollars (\$10,000,000) per occurrence. Umbrella insurance will be in excess to all types of liability insurance required above.
- { X } Cyber Insurance: providing coverage against information security and privacy breaches (including social engineering coverage, legal and forensic services, credit monitoring programs, website media content liability, crisis management and public relations and violations of Payment Card Industry compliance with combined limits of liability of at least \$1 Million Dollars (\$1,000,000)
- { X } Professional Liability Insurance: providing coverage against claims made for professional liability, errors and omissions with a minimum limit of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) aggregate and remain in effect for at least Five (5) years from date of contract termination.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents are to be covered on the CGL policy with respect to liability arising out of work or operations performed including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Selected Firm's insurance coverage shall be primary insurance as respects the Commonwealth of Virginia, the Rector and Board of Visitors of the University of Virginia, its officers, employees and agents. Any insurance or self-insurance maintained by the Commonwealth of Virginia, the Rector and Board of Visitors of the University of Virginia, its officers, employees and agents shall be excess of the Selected Firm's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to UVA.

Waiver of Subrogation

The Selected Firm will grant to UVA a waiver of any right to subrogation which any insurer of said Selected Firm may acquire against UVA by virtue of the payment of any loss under such insurance. The Selected Firm will agree to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not UVA has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by UVA. UVA may require the Selected Firm to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to the contract effective date*, the Selected Firm must purchase “extended reporting” coverage for a minimum of *five (5) years* after completion of work.

Verification of Coverage

The Selected Firm shall furnish UVA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by UVA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Selected Firm’s obligation to provide them. UVA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

UVA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT 2 Data Protection Addendum

This Data Protection Addendum (“Addendum”) is entered into as of _____, by and between _____ (“Selected Firm”) and The Rector and Visitors of the University of Virginia (“UVA” or “University”) (each a “Party” and collectively the “Parties”).

WHEREAS, the Parties have entered into one or more agreements or arrangements (collectively, the “Underlying Agreement(s)”) under which Selected Firm will create, obtain, transmit, use, maintain, process, or dispose of University Data (as defined in the Definitions Section of this Addendum) in order to fulfill its obligations to the University under the Underlying Agreement(s).

WHEREAS, if Selected Firm, through its work with the University, may receive one of the University’s designated “health care components” identified below, will receive, create, or come into non-incident contact with individually identifiable health information of UVA patients or UVA Health Plan participants -- “Protected Health Information” as that term is defined in regulations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), at 45 C.F.R. Part 160.103 -- the Business Associate Addendum found at <https://suppliers.uvafinance.virginia.edu/resources/business-associate-addendum> applies in addition to this Data Protection Addendum. Where noted herein, certain sections of the Business Associate Addendum replace sections of this Data Protection Addendum as regards Protected Health Information (“PHI”).

WHEREAS, this Addendum sets forth the terms and conditions pursuant to which University Data will be protected by Selected Firm during the term of the Parties Underlying Agreement(s) and after its termination.

STANDARD PROVISIONS

1. Definitions

- a. “End User” means an individual authorized by the University to access and use the Services provided by Selected Firm under this agreement.
- b. “Protected University Data” includes all data defined as Highly Sensitive, Sensitive, or Internal Use data in UVA's *IRM-003 Data Protection of University Information* policy (<https://uvapolicy.virginia.edu/policy/irm-003>) that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student, and personnel data.
- c. “Securely Destroy” means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88, REV 1 guidelines relevant to data categorized as high security.
- d. “Security Breach” means the unauthorized access, use or disclosure that compromises or threatens to compromise the confidentiality, integrity, or availability of University Data
- e. “Services” means any goods or services acquired by the University of Virginia from Selected Firm.
- f. “University Data” includes Protected University Data and any other information that is created, possessed or used by the University or is intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student, and personnel data.
- g. "Audit Trail" means a chronological record that reconstructs and examines the sequence of activities surrounding or leading to a specific operation, procedure, or event in a security-relevant transaction from inception to final result.

2. Rights and License in and to the University Data

The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Selected Firm has a limited, nonexclusive license to use these data as provided in this agreement solely for the purpose of performing its obligations hereunder. This agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the agreement.

3. Data Privacy

- a. Selected Firm will use University Data only for the purpose of fulfilling its duties under this agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this agreement or as otherwise required by law.
- b. Protected University Data will not be stored outside the United States without prior written consent from the University.
- c. Selected Firm will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Selected Firm obligations under this agreement. Selected Firm will ensure that employees who perform work under this agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this agreement.
- d. The following provision applies only if Selected Firm will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): Selected Firm acknowledges that for the purposes of this agreement it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and Selected Firm agrees to abide by the limitations and requirements imposed on school officials. Selected Firm will use the education records only for the purpose of fulfilling its duties under this agreement for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by the University.

4. Data Security, Integrity, and Confidentiality

- a. Selected Firm will take reasonable measures, including audit trail, to protect University Data to ensure the integrity and availability of University Data against deterioration or degradation of data quality and authenticity. Selected Firm will be responsible during the terms of this agreement, unless otherwise specified elsewhere in this agreement, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
- b. Selected Firm will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, and audit trail, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will ensure the confidentiality, integrity and availability of University Data, and be no less protective than those used to secure Selected Firm's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Selected Firm warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with latest version of Federal Information Processing Standards Publication (FIPS) Publication 140-2If Selected Firm stores, transmits, or processes Protected University Data as part of this agreement, Selected Firm warrants that the information will be stored in accordance with latest version of [National Institute of Standards and Technology Special Publication](#) 800-171 or the International Organization for Standardization and the International Electrotechnical Commission 27002 (ISO/IEC 27002).
- c. Selected Firm will use reasonable, appropriate industry-standard and up-to-date security tools and technologies in providing Services under this agreement.

5. Employee Background Checks and Qualifications

- a. Selected Firm shall ensure that its employees who will have potential access to University Data have passed reasonable and appropriate background screening and possess the qualifications and training to comply with the terms of this agreement.

6. Security Breach

- a. Response. Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest an actual or suspected Security Breach of University Data, Selected Firm will immediately notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Selected Firm will not provide notice of an actual or suspected Security Breach directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. Liability. If Selected Firm must under this agreement create, obtain, transmit, use, maintain, process, or dispose of Protected University Data, the following provisions apply:
 1. In addition to any other remedies available to the University under law or equity, Selected Firm will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Selected Firm, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Protected University Data exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.
 2. In addition to any other insurance coverage required by another contract/agreement with the University, Selected Firm will for the duration of the term of the agreement, maintain at least \$1 million Cyber Liability coverage with insurance companies that hold at least an A- financial rating with A.M. Best Company. In no event, should Selected Firm construe these minimum required limits to be their limit of liability to the University.
 3. The University must be named as an Additional Insured on the Cyber Liability Insurance, and the proper name is "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees and agents." Upon the University's request, Selected Firm will provide a Certificate of Insurance (COI).

7. Response to Legal Orders, Demands or Requests for Data

- a. Except as otherwise expressly prohibited by law, Selected Firm will:
 1. immediately notify the University of Selected Firm's receipt of any subpoenas, warrants, or other legal orders, demands or requests seeking University Data;
 2. consult with the University regarding its response;
 3. cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 4. provide the University with a copy of its response.
- b. If the University receives a subpoena, warrant, or other legal order, demand or request (including request pursuant to the Virginia Freedom of Information Act) seeking University Data maintained by Selected Firm, the University will promptly provide a copy to Selected Firm. Selected Firm will promptly supply the University with copies of data required for the University to respond in a timely manner, and will cooperate with the University's reasonable requests in connection with its response.

8. Data Transfer Upon Termination or Expiration

- a. Upon termination or expiration of this agreement, Selected Firm will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Selected Firm shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
- b. Upon termination or expiration of this agreement, and after any requested transfer of data, Selected Firm must Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Selected Firm might have transferred University data. Selected Firm agrees to provide documentation of data destruction to the University.
- c. Selected Firm will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Selected Firm's facilities to remove and destroy University-owned assets and data. Selected Firm shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Selected Firm will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Selected Firm will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

9. Audits

- a. The University reserves the right in its sole discretion to perform audits of Selected Firm at the University's expense to ensure compliance with the terms of this agreement. Selected Firm shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Selected Firm must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Selected Firm must under this agreement create, access, obtain, transmit, use, maintain, process, or dispose of Protected University Data or financial or business data which has been identified to Selected Firm as having the potential to affect the accuracy of the University's financial statements, Selected Firm will at its expense conduct or have conducted, at least annually, a:
 1. security audit by a third party with audit scope and objectives deemed sufficient by the University, which attests Selected Firm's security policies, procedures, and controls;
 2. vulnerability scan by a third party of Selected Firm's electronic systems and facilities that are used in any way to deliver electronic services under this agreement; and
 3. formal penetration test by a third party of Selected Firm's electronic systems and facilities that are used in any way to deliver electronic services under this agreement.
- c. Additionally, Selected Firm will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this agreement. The University may require, at University expense, Selected Firm to perform additional audits and tests, the results of which will be provided promptly to the University.

10. Compliance

- a. Selected Firm will comply with all applicable laws and industry standards in performing services under this agreement. Any Selected Firm personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Selected Firm upon request.
- b. Selected Firm warrants that the service it will provide to the University is fully compliant with all state and federal laws, regulations, industry codes, and guidance that may be applicable to the service, which may include:
 1. any applicable national, federal, state or local law, rule, directive or regulation relating to the privacy of personal information, including, without limitation, the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and its implementing regulations ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy and Security Rules issued thereunder, the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), the Financial Modernization Act of 1999 ("Gramm-Leach-Bliley Act"), the Fair Credit Reporting Act as amended by the Fair and Accurate Credit Transactions Act, the Americans with Disabilities Act, and the Virginia Consumer Data Protection Act;
 2. any privacy policy or practice applicable to any personal information that Customer or any User accesses, uses, collects, or maintains hereunder, including, without limitation any practice required in connection with the processing of credit card data, including the Payment Card Industry Data Security Standards (PCI-DSS); and
 3. Federal Export Administration Regulations, Federal Acquisitions Regulations, Defense Federal Acquisitions Regulations and Department of Education guidance.
- c. If the Payment Card Industry Data Security Standard (PCI-DSS) is applicable to Selected Firm service provided to the University, Selected Firm agrees to:
 1. Store, transmit, and process University Data in scope of the PCI DSS in compliance with the PCI DSS; and
 2. Attest that any third-party providing services in scope of PCI DSS under this agreement will store, transmit, and process University Data in scope of the PCI DSS in compliance with the PCI DSS; and
 3. Provide either proof of PCI DSS compliance or a certification (from a recognized third-party security auditing Firm), within 10 business days of the request, verifying Selected Firm and any third party who stores, transmits, or processes University data in scope of PCI DSS as part of the services provided under this agreement maintains ongoing compliance under PCI DSS as it changes over time; and
 4. Store, transmit, and process any University Data in scope of the PCI DSS in a manner that does not bring the University's network into PCI DSS scope; and
 5. Attest that any third-party providing services in scope of PCI DSS under this agreement will store, transmit, and process University Data in scope of the PCI DSS in a manner that does not bring the University's network into PCI DSS scope.

11. Survival

Selected Firm's obligations under Section 8 shall survive termination of this agreement until all University Data has been returned or Securely Destroyed.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the Effective Date stated above herein.

ACCEPTANCE

**For the Rector and Visitors of the
University of Virginia**



Name: Augie Maurelli

Title: Vice President for Finance &
Chief Financial Officer

Date: May 1, 2023

Tracking #: UVA-AGR-2812

For Christopherson Andavo Travel, L.P.



Name: Matthew J Cameron

Title: CCO

Date: May 1st, 2023