

AGREEMENT

This Agreement, executed this 3rd day of April 2015, by and between the Rector and Visitors of the University of Virginia, (the "University") and Christopherson Andavo Travel, LP ("CPT").

TERM

The term of this Agreement will commence on March 31, 2015 and remain in effect until April 30, 2017, and includes renewal options by the University, conditioned upon VCU's renewal of its Contract Number 5571168MB, on the same or similar terms and conditions, for two additional three year periods. 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") #5571168MB, for Travel Management Services, issued July 19, 2013, Virginia Commonwealth University ("VCU") requested proposals from firms to provide Travel Management Services (the "Services"). CBT submitted a proposal, and after successful negotiations with VCU was awarded a Contract (Contract number: 5571168MB). The Contract specifically states it is a cooperative procurement, allowing other public bodies to access.

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 and other Virginia Association of State College and University Purchasing Professionals ("VASCUPP").

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

1. Contents

These documents are hereby incorporated into this Agreement:

- A. Agreement Attachment 1, Contractual Provisions;
- B. Agreement Attachment 2, Procedure for Resolution of Contractual Claims;
- C. Agreement Attachment 3, University's Data Protection Addendum;
- D. CBT's response to the University's Request For Information ("RFI") dated January 15, 2015;
- E. CBT's response to negotiations with the University, consisting of electronic mail dated March 9, 2105 from Susan Poole (CBT) to Kevin Crabtree (University);
and
- F. VCU's contract with CBT (contract number: 5571168MB)

To the extent that the terms of the various Agreement documents are in conflict, the terms of this Agreement, Agreement Attachment 1, Agreement Attachment 2, and Agreement Attachment 3 will prevail over all other Agreement documentation.

2. Specific Provisions:

These specific provisions are restated here for clarification:

A. Scope of Services

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 does 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:

1. 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.
2. 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.
3. Provide an explanation of any applicable penalties or restrictions prior to booking
4. 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.
5. 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).
6. Integrate into the reservation process, for both agent assisted and via the online booking tool, mutually agreeable University travel policies and procedures.
7. Provide Visa and Passport guidance. There are no CBT transactional fees associated with these services. CBT 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. When applicable, third party visa and passport servicing fees shall apply.
8. Make available all of CBT Services to the University’s Guests and Visitors (“G&V”) travelers.
9. Provide travel profile management functionality that will be accessible by the traveler and travel arranger through the online booking tool. CBT

agents should be able to make updates to the profile when necessary, info will include:

- a. Personal contact information; name, phone, email, addresses
- b. Emergency contact info
- c. Passport information
- d. Third party loyalty award membership numbers
- e. Seat preferences
- f. Food requirements
- g. Hotel room preferences (non-smoking, ground floor, etc.)
- h. Delegate information
- i. Notification preferences and information
- j. Payment information, allowing for multiple credit cards to be stored
- k. Any information required by TSA

C. Specialty Travel Services to include:

1. 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: JoAnne Clower
Contact number: 205-623-8530
Email: joanne.clower@cbtravel.com

2. 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:

1. Communicate with the traveler and/or the travel arranger, when the reservation takes the traveler to locations requiring immunizations.

2. Communicate any travel alerts or warnings, issued by the US Government and/or destination area, including travel restrictions to sanctioned countries.
3. Provide 24x7 real-time threat alerts delivered directly to Traveler and/or Travel arranger's select mobile electronic device or email.
4. Provide designated University risk management employees with the ability to track all University travelers, via a world map display on a computer. System will allow for 2 way communication between traveler and select University duty of care administrators.
5. Ability to integrate travel itineraries with any third party duty of care software the University selects.

E. Lodging Services

Lodging services will include:

1. Solicit bids for group hotel stays as requested by the University departments.
2. Establish corporate level reward points programs for chain hotels and credit the appropriate University reward account for group booking business when applicable.
3. Identify, organize, and lead negotiations with the corporate lodging chains, on the University behalf, to obtain a negotiated discounted rate for University business.

F. Air Services

Air services will include:

1. Identify, organize, and lead negotiations with the airline(s), on the University behalf, to obtain a negotiated discounted rate for University business.
2. Pursue volume/group pricing discounts on behalf of the University. CBT will pursue discount on behalf of UVA on the following airlines: Delta, United, American, and Southwest.
3. Provide reservation services to secure private jet charters.

G. Customer Service to include:

Customer service will include:

1. Answer 65% of incoming University calls within 20 seconds. Answer 75% of incoming calls within 60 seconds.
2. Return phone calls and emails from the University within one hour, during regular business hours
3. Notification to University travelers and/or travel arrangers of itinerary changes.
4. Offer professional trip counseling for travelers and the travel arrangers for complex or unique itineraries.
5. Provide effective closed loop corrective action procedures for complaint resolution.
6. Provide business hours (Monday through Friday schedule between the hours of 8:00 a.m. and 8:00 p.m. Eastern Time) phone support:
 - Toll Free () – TBD
 - Local (434) - TBD

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

7. Support 24-7 Emergency Services to all University travelers. Assist University traveler affected by carrier operations, security issues, weather, airport closures, accidents, etc., by making necessary travel re-accommodations.
8. Provide training for the online booking tool upon initial implementation via on-grounds demonstrations and training, WebEx training, online subject videos, and remote desk assistance.
9. Provide an account manager for the University:

Name Patti Bragg

Title Account Manager

Phone (205) 874-8541

Email Patti.Bragg@cbtravel.com

This account manager will have the authority to act and make decisions to resolve issues, without the need for extensive consultation within CBT's organization. Contractual issues will be escalated to managerial level.

H. On-line 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:

1. The Concur tool will have a secure log-in process, that will have single sign-on capability
2. Allow travelers to shop and reserve airlines itineraries and fares, hotel rooms, and rental cars.
3. Allow travelers to view and update their personal profile preferences.
4. Allow for system to be customized and programed with the University's travel rules and preferences, such as, but not limited to;
 - a. CBT will customize the sections of the online booking tool as allowed by Concur. We will add logo and tailor messaging to meet the University's requirements.
 - b. Be able to restrict the purchase of: first class tickets, airline or hotel accommodations which cost a "to be determined" percentage more than the lowest available option, and premium car class rentals.
 - c. Allow for an approval routing process for purchases not made within University travel policy.
 - d. Load University specific negotiated rates, CBT negotiated rates, and all applicable accessible contracted rates into the Concur tool.
 - e. 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).
 - f. Highlighting the University's preferred air, lodging, and rental car travel vendors on the search results page.
 - g. 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.

- h. The Concur online booking system with University customizations will be ready for use by all University faculty and staff within 12 weeks, after this Agreement has been fully executed.
5. Provide the ability for University guests and visitors to have restricted and defined ability to book their own travel arrangements within the Concur tool.
6. 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 Safety Check.
7. Update, at least once a week, the University Faculty and Staff employee list. Information update will include, but is not limited to: employment status, hierarchy managerial approver, and department. The Concur system will automatically pull and synch this information directly from the University's Human Resource system.
8. 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.
9. Accessible via multiple software and electronic device platforms, including, but not be limited to: Windows and Apple operated systems, and Smart phones and other devices (specifically the iPhone, iPad, and Android devices).
10. 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.
11. Integrate seamlessly with the University's operating systems, such as: the University's travel reimbursement software and with the University's

Human Resource. Any data feed and synching with the University's systems will be provided at no cost.

12. Obtain any and all trademark, logo, and/or rights of use documentation required, so the University is able to display, via the Concur tool's search results page, the logos and/or pictures of the participating vendors.
13. The Concur search results page:
 - a. 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, than CBT will match the price and reimburse/waive the transaction fees.
 - b. Is available and accurate. Concur search results show only, real-time ,actual availability and real-time, accurate pricing as provided by Worldspan.
14. The Concur system historically functions correctly and is accessible (tool uptime) 99.5% of the time.

I. Reporting

Reporting provided by CBT will include:

1. Semi-annual Business Reviews where CBT University account management presents to the University:
 - a. Industry trends
 - b. Identification of critical issues
 - c. Concur updates
 - d. Quarterly reports may include:
 - i. Airline, lodging, and rental car spend.
 - ii. Total number of lodging nights booked and top five cities by volume.
 - iii. Total number of rental car days booked and top five cities by volume.

- iv. Unused airline tickets.
 - v. Performance reports of CBT travel agents servicing the University's account.
 - vi. Reservation method report: online, email, or via the phone, and after hours service support.
 - vii. Carbon emissions report.
 - viii. Summary of University complaints and CBT's corrective actions.
 - ix. Other reports as requested by the University.
2. 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.
 3. CBT will provide a yearend report showing:
 - a. University savings from using CBT negotiated discounts with airlines, rental car companies, and hotels.
 - b. Recommendations to the University on how to reduce travel cost for the following fiscal year.
 - c. Detailed travel spend per each commodity and expected spend for the following year, for each requesting department.
 - d. Annual cost benefit to the University for using CBT.
 - e. Other analysis as requested by the University.

J. Quality Control

Quality control and auditing services provided by CBT will include:

1. Review all University reservations to ensure that all applicable University policies and procedures are adhered too; specifically University travel, export control, and duty of care policies are followed.
2. As identified and determined by the University, CBT will audit overcharges, unauthorized charges, and/or non-applied qualifying

discounts; and then pursue and obtain reimbursement (on the traveler's behalf) for all car or hotel billing error issues that may have occurred.

3. Assist UVA to ensure taxes are not charged in cases where the University qualifies as tax exempt.
4. Recheck all full service booked hotel and rental car transactions between 72 hours and 48 hours prior to reservation. This service provided by CBT is called "Hotel & Car ReCheck". ReCheck process will check for lower promotional rates that may have been introduced since the original reservation. If a lower rate is discovered, the hotel or rental car reservation will be rebooked using the lower rate. There will be no fee for this service

K. CBT will be expected to maintain acceptable performance as determined mutually by the University and CBT through the Vendor Scorecard. The Vendor Scorecard will be completed by the University prior to the Semi-annual Business Review meeting ("SBR"). The performance criteria will include the following four weighted categories.

1. Customer Satisfaction
2. Functionality
3. Financial
4. 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. Each category will be summed and multiplied by the weight to determine the total score. The initial Vendor Scorecard will be used as a benchmark for future performance improvement.

L. University and VASCUPP Considerations

1. The University will:
 - a. Encourage University department utilization of CBT. This would include running reports, as needed, to identify departments and

employees not utilizing CBT Services. The University and CBT will work together on creating strategies to convert non-CBT users.

- b. Provide needed integration support, in regards to supporting the Concur tool's implementation and on-going maintenance.
2. VASCUPP will:
- a. Maintain a contract summary sheet for CBT on the VASCUPP website (<https://vascupp.org/index.php>) throughout the term of this Agreement.

M. Fees and Payment

1. Current Fees



for University of Virginia

Full Service Travel Agents:		Transaction Fee
Agent booked - Domestic reservation	Includes airfare, rental car and hotel	\$24.00
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 - 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
Group Travel		
10 - 25 Travelers with the exact same itinerary	Per person transaction fee	\$23.00
26 - 50 Travelers with the exact same itinerary	Per person transaction fee	\$22.00
51+ Travelers with the exact same itinerary	Per person transaction fee	\$20.00
Miscellaneous:		Transaction Fee
Award ticket redemption	Frequent flyer and promotional tickets	\$50.00
Tour/Cruise packages - domestic	Includes air, hotel, car	\$24.00
Tour/Cruise packages - international	Includes air, hotel, car	\$35.00
Bus Charter	10% fee	

Air Charter	10% fee	
TripLink / Triplt Pro Integration	Fee per online, full service and TripLink booking	\$1.20
Travel Management Services:		
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
AirSelect®	Flight options matrix	Included
AirBank®	Capture, audit, report, and enforce the reuse of unused tickets	Included
DataLogic®	Travel spend analytics and reporting options	Included
ValueLogic®	Measure the ROI on your travel management program	Included
SecurityLogic®	Duty of care and security management platform	Included
PolicyLogic®	Travel policy and preferred vendor integration	Included
ProfileLogic®	Advanced profile management	Included
Hotel and Car Re-Check®	Monitor reservations for lower rates on full service bookings	Included
Hotel Prepay Logic® Lite	Automated prepaid hotels with one form of payment on record	Included
Hotel Prepay Logic® (optional)	Per automated prepaid hotel with AirPlus single use credit card	\$3.00

1. If combined VASCUPP air spend, booked through CBT, reaches and maintains \$11 million annually, then the CBT fees will be lowered to the pricing shown in Attachment 4.
2. 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.
3. The following list of services will be provided by CBT to the University for no additional fees or charges:
 - i. Initial start-up implementation.
 - ii. System integration/auto-synching with University databases and servers (HR system and expense reporting tool).
 - iii. Customization of Concur booking tools with University preferences, rules, policies, etc.

- iv. A customized training instance for training University travelers.
 - v. 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 24 hours of receipt.
 - vi. 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).
 - vii. Maintenance and updates (as required) associated with all of the above.
 - viii. Visa and Passport support services. Third party fees may apply.
4. CBT agrees that it will not charge or pass along credit card merchant fees, if the University elects to setup 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 invoice the University and be paid NET 45.
5. In regards 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 Purchasing Card ("P-card"). Up to four payments types (more than one credit card) can be used per trip. 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.

N. Supplier Diversity Support

CBT will support the University's and VASCUPP's SWAM (Small, Woman, and Minority) owned business goals by committing to annually supporting the SWAM Fest conference. CBT will provide annual bronze (at minimum) SWAM

Fest Sponsorship throughout the term of this Agreement. The annual platinum sponsorship fee is \$1,000. In return for the SWAM Fest sponsorship, CBT will receive a bronze level sponsorship package, currently valued at \$1,000, and includes: prime exhibit space, conference admission for six, and recognition on SWAM Fest marketing material.

O. 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:

TBD
University Travel Office
Department of Procurement and Supplier Diversity Services
University of Virginia
434-924-XXX
travel@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.

ACCEPTANCE

For the Rector and Visitors of the

University of Virginia



Eric N. Denby 7
2015.04.02
15:37:52 -04'00'

Eric N. Denby

Director of Procurement and Supplier
Diversity Services

Date

For Christopherson Business Travel

Mike Cameron

Chief Executive Officer

4/1/2015

Date

PO#1592938

Attachment 1
Contractual Provisions

A. Nondiscrimination

During the performance of this Agreement, CBT 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

CBT 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 CBT's proposal or by other individuals named by either party as specified in Section E, Notices below. If CBT 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:

Eric N. Denby
Director of Procurement and Supplier Diversity Services
University of Virginia
Carruthers Hall
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 924-6154

If to CBT:

Susan Poole
Christopherson Business Travel
8450 E. Crescent Parkway, Suite 410
Greenwood Village, CO 80111
Fax: (303)741-6329

F. Independent Contractor

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

CBT 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

CBT, 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, CBT agrees to 1) provide a drug-free workplace for CBT'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 CBT'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 ATI 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 CBT, 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 Act

This clause has been waived by the Director of Procurement and Supplier Diversity Services. Non-visual access is provided by communicating direct to the travel agent team via telephone. All reservations can be made with a designated travel agent.

J. 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 CBT (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. CBT 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 any Agreement resulting from the RFP and will have full ownership and beneficial use free and clear of claims of any nature by any third party including without limitation copyright infringement claims. CBT 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.

K. 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. CBT is required to register in the eVA Internet e-procurement solution prior to an award being made.

L. eVA Transaction Fee

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

M. 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 CBT's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies.

License # _____ Type _____

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

N. Services

During the term of this Agreement, CBT will provide for the University the 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 CBT.

O. 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.

P. Indemnification

CBT will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and their 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 CBT or its agents or subcontractors, including the provision of any services or products. CBT 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 hold harmless the University (its employees and agents) from and against any such claim.

Q. Governing Law

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

R. Termination

If CBT 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 CBT.

S. Non-Appropriation

Funding for any Agreement between the University and CBT 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.

T. Right of Audit

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

U. 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.

V. Insurance

Listed below is the insurance CBT must maintain as part of this Agreement. In no event will CBT construe these minimum required limits to be their limit of liability to the University. CBT 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. The University reserves the right to approve any insurance proposed by CBT.

Commercial General Liability:

CBT and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence and a \$2,000,000 aggregate with the following coverages:

<input checked="" type="checkbox"/> Premises/Operations	<input checked="" type="checkbox"/> Products/Completed Operations
<input checked="" type="checkbox"/> Contractual	<input checked="" type="checkbox"/> Independent Contractors
<input checked="" type="checkbox"/> Personal Injury	<input checked="" type="checkbox"/> Additional Insured*

Automobile Insurance:

CBT and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$500,000 per occurrence with the following coverages for vehicles operated by their employees.

<input checked="" type="checkbox"/> Any Automobile	<input checked="" type="checkbox"/> Owned and Non-Owned Automobiles
--	---

Errors and Omissions:

CBT and any Subcontractor will maintain a minimum Limit of Liability of \$2,000,000 per claim for professional errors and omissions coverage.

Cyber Risk Insurance:

CBT and any Subcontractor will maintain a minimum of \$1,000,000 per occurrence of Cyber Risk insurance to include privacy injury liability as well as data breach exposures.

*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."

W. 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 CBT.

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

X. Favored Nations

CBT represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by CBT to any customer of similar size and scope.

Y. 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 CBT by the University's Director of Procurement and Supplier Diversity Services.

Z. 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>

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

CBT will identify and fairly consider small, disadvantaged, woman-owned 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. CBT 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. CBT 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 CBT 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.

BB. Unauthorized Alien Use

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

CC. Marketing

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

marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.

DD. Future Services

The University reserves the right to have CBT provide additional Services under the same pricing, terms, and conditions to make modifications or enhancements. Such additional 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 Services will be provided to the University at favored nations pricing, terms, and conditions.

EE. 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 CBT's activities under this Agreement make it a "service provider" under the Red Flags Rule, CBT agrees to implement policies and procedures to detect relevant "red flags" of possible identity theft that may arise during CBT's performance of its obligations under this Agreement, and to provide notice to the University any red flags of which it becomes aware.

FF. PCI DSS Compliance

CBT may accept credit card payments from the University and third parties (i.e. students, parents, etc.) for the Services described in this Agreement. CBT acknowledges and agrees that it is responsible for the security of any cardholder data that it processes, transmits, stores, or at any time that it can affect the integrity of a transaction.

CBT 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. CBT 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 external and internal Network Scans and annual Penetration Tests of the cardholder data network (as defined in PCI DSS) for those Firms required to perform such scans. CBT further agrees to use only credit card service providers that are PCI DSS compliant for credit card processing. Both Concur Travel and Worldspan are PCI compliant. CBT 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 CBT's negligence or the breach of any of CBT's obligations herein. CBT will continue our efforts to become PCI compliant by the end of 2015, providing the University a copy of the Attestation of Compliance when achieved.

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

E. CBT 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 CBT'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 CBT. If such discussion is to be held, the Director of Procurement and Supplier Diversity Services will contact CBT and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement and Supplier Diversity Services and CBT mutually agree.

G. The Director of Procurement and Supplier Diversity Services will mail his or her decision to CBT 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.

Attachment 3

University's Data and Intellectual Property Protection

1. Definitions

- a. "End User" means the individuals authorized by the University to access and use the Services provided by the Selected Firm/Vendor under this agreement.
- b. "Personally Identifiable Information" includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "medical information" as defined in Virginia Code Section 32.1-127.1:05; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- 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 guidelines relevant to data categorized as high security.
- d. "Security Breach" means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- e. "Services" means any goods or services acquired by the University of Virginia from the Selected Firm/Vendor.
- f. "University Data" includes all Personally Identifiable Information and other information 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.

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/Vendor 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. Intellectual Property Disclosure/Rights

- a. 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 by Selected Firm/Vendor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
- b. Selected Firm/Vendor warrants to the University that the University will own all rights, title and interest in any intellectual property created for the University as part of the performance of 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/Vendor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created for the University as part of the performance of this agreement to the University, and will execute any future assignments or other documents needed for the University to document, register, or otherwise perfect such rights. Nothing in this section is, however, intended to or shall be construed to apply to existing intellectual property created or owned by the vendor that the University is licensing under this agreement. For avoidance of doubt, the University asserts no intellectual property ownership under this clause to any pre-existing intellectual property of the vendor, and seeks ownership rights only to the extent Vendor is being engaged to develop certain intellectual property as part of its services for the University.
- c. 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.

4. Data Privacy

- a. Selected Firm/Vendor 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. University Data will not be stored outside the United States without prior written consent from the University.
- c. Selected Firm/Vendor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Selected Firm/Vendor obligations under this agreement. Selected Firm/Vendor 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/Vendor will have access to the University's education records as defined under the Family Educational

Rights and Privacy Act (FERPA): The Selected Firm/Vendor 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 the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor 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.

5. Data Security

- a. Selected Firm/Vendor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Selected Firm/Vendor’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/Vendor warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with latest version of National Institute of Standards and Technology Special Publication 800-53.
- b. If the Selected Firm/Vendor stores Personally Identifiable Information as part of this agreement, the Selected Firm/Vendor warrants that the information will be stored in accordance with latest version of National Institute of Standards and Technology Special Publication 800-53.
- c. Selected Firm/Vendor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this agreement.

6. Employee Qualifications

Selected Firm/Vendor shall ensure that its employees who will have potential access to University Data have passed appropriate, industry standard review and possess the qualifications and training to comply with the terms of this agreement.

7. Data Authenticity and Integrity

Selected Firm/Vendor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The 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.

8. Security Breach

- a. Response. Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest a likely Security Breach, Selected

Firm/Vendor will timely 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/Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.

b. Liability.

- 1) If Selected Firm/Vendor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor 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/vendor, 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 Personally Identifiable Information 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) If Selected Firm/Vendor will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Selected Firm/vendor.

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

- a. Except as otherwise expressly prohibited by law, Selected Firm/Vendor will:
 - immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Selected Firm/Vendor seeking University Data;
 - consult with the University regarding its response;
 - 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
 - upon the University's request, provide the University with a copy of its response.
- b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Selected Firm/Vendor, the

University will promptly provide a copy to Selected Firm/Vendor. Selected Firm/Vendor will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University's reasonable requests in connection with its response.

10. Data Transfer Upon Termination or Expiration

- a. Upon termination or expiration of this agreement, Selected Firm/Vendor 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/Vendor 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. In the event that the University requests destruction of its data, Selected Firm/Vendor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm/Vendor might have transferred University data. The Selected Firm/Vendor agrees to provide documentation of data destruction to the University.
- b. Selected Firm/Vendor 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/Vendor's facilities to remove and destroy University-owned assets and data. Selected Firm/Vendor 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/Vendor 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/Vendor 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.

11. Audits

- a. The University reserves the right in its sole discretion to perform audits of Selected Firm/Vendor at the University's expense to ensure compliance with the terms of this agreement. The Selected Firm/Vendor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Selected Firm/Vendor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If the Selected Firm/Vendor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm/Vendor as having the potential to affect the

accuracy of the University's financial statements, Selected Firm/Vendor will at its expense conduct or have conducted at least annually a:

- American Institute of CPAs Service Organization Controls (SOC 2) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls;
- vulnerability scan of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under this agreement; and
- formal penetration test of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under this agreement.

Additionally, the Selected Firm/Vendor 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, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.

12. Compliance

- a. Selected Firm/Vendor will comply with all applicable laws and industry standards in performing services under this agreement. Any Selected Firm/Vendor 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/Vendor upon request.
- b. Selected Firm/Vendor warrants that the service it will provide to the University is fully compliant with relevant laws, regulations, and guidance that may be applicable to the service, such as: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.
- c. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to the Selected Firm/Vendor service provided to the University, the Selected Firm/Vendor will, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the request.

13. No End User agreements

This agreement is the entire agreement between the University (including University employees and other End Users) and the Selected Firm/Vendor. In the event that the Selected Firm/Vendor enters into terms of use agreements or other agreements or understandings, 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.

14. Survival

The Selected Firm/Vendor's obligations under Section 10 shall survive termination of this agreement until all University Data has been returned or Securely Destroyed.

Attachment 4

Fees to be charged by CBT when collective VASCUPP air-spend is reaches and maintains \$11 million annually.



B U S I N E S S T R A V E L

for University of Virginia

Full Service Travel Agents:		Transaction Fee
Agent booked - Domestic reservation	Includes airfare, rental car and hotel	\$24.00
Agent booked - International reservation	Includes airfare, rental car and hotel, up to two stopovers	\$33.00
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	\$8.50
Online - Hotel and/or Rental Car only	Touchless - without airfare	\$4.00
Online - Exchange (touchless)	Online booking exchanged and processed by online booking tool	\$8.50
Online - Exchange (agent intervention)	Online booking exchanged with restrictions or AirBank credit	\$15.00
Group Travel		
10 - 25 Travelers with the exact same itinerary	Per person transaction fee	\$23.00
26 - 50 Travelers with the exact same itinerary	Per person transaction fee	\$22.00
51+ Travelers with the exact same itinerary	Per person transaction fee	\$20.00
Miscellaneous:		Transaction Fee
Award ticket redemption	Frequent flyer and promotional tickets	\$50.00
Tour/Cruise packages - domestic	Includes air, hotel, car	\$24.00
Tour/Cruise packages - international	Includes air, hotel, car	\$33.00
Bus Charter	10% fee	
Air Charter	10% fee	
TripLink / Triplt Pro Integration	Fee per online, full service and TripLink booking	\$1.20
Travel Management Services:		
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
AirSelect®	Flight options matrix	Included
AirBank®	Capture, audit, report, and enforce the reuse of unused tickets	Included
DataLogic®	Travel spend analytics and reporting options	Included
ValueLogic®	Measure the ROI on your travel management program	Included
SecurityLogic®	Duty of care and security management platform	Included
PolicyLogic®	Travel policy and preferred vendor integration	Included
ProfileLogic®	Advanced profile management	Included
Hotel and Car Re-Check®	Monitor reservations for lower rates on full service bookings	Included
Hotel Prepay Logic® Lite	Automated prepaid hotels with one form of payment on record	Included

