



PROCUREMENT

The UNIVERSITY *of* OKLAHOMA

Contract for Goods and Services

This Contract for Goods and Services (“Contract”) between the Board of Regents of the University of Oklahoma (“University”) and the below-named Supplier forms the complete agreement for the provision of goods and services as described herein. The Contract is effective on the Contract Start Date. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the University until the Contract Start Date, except as specifically authorized in writing by the University.

<u>Supplier Information</u>	
Supplier Name:	
Address (Street, City, Zip):	
Contact Name:	
Contact Email:	
Contact Tele:	
<u>University Information</u>	
University Contact:	
Address (Street, City, Zip):	
Contact Tele:	
Contact Email:	
<u>Contract Information</u>	
RFP No. (if applicable)	
Campus (check all that apply):	<input type="checkbox"/> Norman <input type="checkbox"/> HSC <input type="checkbox"/> Tulsa <input type="checkbox"/> Other
If “Other,” specify:	
Contract Start Date:	
Renewable?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Total Contract Price:	
<u>Description of Goods and Services:</u>	
<p>Please attach a scope of work or include a description of the goods and services to be provided. The scope or description should include:</p> <ul style="list-style-type: none"> (i) The specific goods (quantities, type, <i>etc.</i>) or services (tasks, projects, <i>etc.</i>). (ii) Deliverables, if any. (iii) Price (unit amount, rate, or method), including reimbursable expenses, and other costs or charges to the University. 	

1. SCOPE OF WORK

1.1. Work; Time and Availability; Licensure. (a) The University has engaged Supplier to provide goods and services as set forth in the Description of Goods and Services. The Supplier will provide the goods and services as outlined therein, and other goods and services as requested from time to time and agreed to by the parties in writing (collectively, the "Work"). The Work rendered by the Supplier shall conform to high professional work and business ethics standards. (b) Supplier shall maintain availability and devote as much time as is necessary to complete the Work. The timetable of Deliverables, if any, shall be adhered to unless the University otherwise extends such period, and the Supplier shall be responsible to the University for any damage caused by the Supplier's failure to comply with the timetable. If any part of the Work requires licensure, accreditation, or other authorization, the Supplier will, at the Supplier's sole expense, obtain and maintain the foregoing while performing the Work and until all duties have been fully satisfied and performed.

1.2. University Contact. Supplier shall direct all communications, information, Deliverables, and any final product or other data or information relating to the performance of the Work to the University Contact.

1.3. Changes to the Work. The University shall not pay or compensate the Supplier for changes to the Work unless the changes are first approved in writing by the University and the parties have agreed upon the appropriate adjustment, if any, to the Price as defined in **Section 2.1**.

1.4. Independent Contractor. The Supplier is an independent contractor and is not an employee, partner, principal, agent, or co-venturer of, or in any other similar relationship with, the University. The way the Supplier performs the Work shall be consistent with the terms of this Contract but is otherwise within the Supplier's sole control and discretion. The Supplier is not authorized to speak for, represent, or obligate the University in any manner without the prior express written authorization from an executive officer of the University.

1.5. University Space. If required to perform or complete the Work and authorized by the University Contact in writing, the University shall provide the Supplier with temporary meeting space, telephones, internet access, and other routine office or administrative supplies at no cost to the Supplier.

2. PRICE FOR THE WORK

2.1. Price. (a) For the Work, the Supplier shall be compensated only for Work actually performed, in the manner and in such amounts as set forth in the Description of Goods and Services, including reimbursable expenses if specifically identified or otherwise provided therein, but in no event shall these combined amounts exceed the Total Contract Price. (b) If this Contract is marked "Renewable," the Total Contract Price shall apply to each term individually. (c) Payment shall be due net 45 days following University's receipt of a Proper Invoice. As used herein, "Proper Invoice" means a written request for payment containing, at a minimum, the Supplier's name, supplier number, invoice number, purchase order number, a description of the Work provided, including dates, materials, reimbursables, *etc.*, and detail of amount billed. (d) The Supplier

is not eligible for, and shall not participate in, any University employee pension, health, welfare, or other fringe benefits. No workers' compensation insurance shall be obtained by University covering Supplier or Supplier's employees.

2.2. Taxes. (a) As a constitutional entity of the State of Oklahoma, the University is exempt from sales, use, and excise taxes imposed by the State of Oklahoma, and from federal excise taxes pursuant to Title 26 of the United States Code. The University will provide a tax-exempt certificate upon request. All pricing hereunder shall be exclusive of such taxes. (b) In no event shall the University pay or be obligated to pay, either directly or indirectly, any taxes of any kind charged to or owed by Supplier and Supplier shall not adjust or charge any fees, costs, or other amounts to recover the same. (c) The Supplier is responsible for all taxes arising from compensation and other amounts paid under this Contract and is responsible for the Supplier's employees' payroll taxes and fringe benefits. The University shall not withhold or pay on behalf of Supplier or its employees any federal, state, or local tax of any kind, including, but not limited to, income or payroll taxes. When requested by the University, the Supplier shall provide documents evidencing any tax payments.

3. TERM AND TERMINATION

3.1. Term; Renewal. (a) This Contract shall be effective as of the Contract Start Date and terminate the following June 30th ("Contract End Date"). (b) This Contract shall not renew unless marked "Renewable," in which case this Contract will automatically renew upon the terms and conditions set forth herein, immediately following the then-current Contract End Date for an additional 12-month period, unless either Party notifies the other Party in writing, no later than 30 days before the end of the then-current term, of its intention not to renew. (c) In no event shall this Contract be renewed for more than four (4) additional 12-month periods beyond the initial Contract End Date.

3.2. Termination. The University may terminate this Contract for convenience at any time by providing sixty (60) days' advance written notice to the Supplier, provided that such termination shall not relieve the University of any payment obligations incurred for Work rendered in accordance with the Contract before the termination date, and that the University shall not be responsible for further payments ordinarily due under the Contract or for any compensation, damages, costs, or other amounts arising from termination. Upon receiving a termination notice, Supplier shall take all necessary steps to minimize all compensation, costs, or other amounts that may be charged to the University. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract is terminated shall be refunded.

3.3. Responsibility upon Termination. Immediately upon termination, the Supplier shall: (i) return to the University any equipment or property provided by the University to the Supplier in connection with or furtherance of the Work, including, but not limited to, computers, laptops, and personal management tools, (ii) provide the University with the Deliverables in their current form, and (iii) return to the University any Confidential Information.

4. OWNERSHIP OF DELIVERABLES AND INTELLECTUAL PROPERTY

4.1. Deliverables. (a) The Supplier and its licensors (as applicable) retain sole and exclusive ownership of and all right, title, and interest in any know-how, concepts, techniques, methodologies, ideas, processes, routines, trade secrets, and other intellectual property existing before, or developed independent of, this Contract (“Supplier IP”). The University shall acquire no right to or interest in the Supplier IP except as described in the Description of Goods and Services, provided that this Contract shall convey no less than a non-exclusive, non-transferable, and royalty-free right to use the Supplier IP as contemplated by this Contract. If University offers suggestions, ideas, or other feedback (“Feedback”) to Supplier concerning Supplier IP, Supplier and its licensors (as applicable) may use, disclose, and exploit such Feedback for the purpose of enhancing or improving the Supplier IP without restriction or obligation to account to University, provided that the University has no obligation to offer, and the Supplier has no obligation to consider or implement, any Feedback. (b) Subject to the foregoing subsection: (i) any work product, including, but not limited to, original reports, policies, manuals, training materials, writings, recordings, drawings, files, notes, memoranda, calculations, data, and any other information regardless of form or completeness gathered, compiled, developed, or in any way created by Supplier for the University under this Contract (“Deliverables”) are the sole and exclusive property of the University; and (ii) the Supplier agrees that all intellectual rights arising from the creation of the Deliverables under this Contract shall be vested in the University, and waives and relinquishes all claims to such intellectual rights in favor of the University. (c) The University agrees that the Deliverables are provided by Supplier for use as contemplated by this Contract, that the Supplier makes no representation or warranty regarding use of the Deliverables in any other context, and that the Deliverables are not intended to be relied upon by any third-party unless otherwise provided in the Description of Goods and Services.

4.2. No Publication. Supplier shall not publish, nor submit for publication, anything directly arising out of, relating to, or referencing the Deliverables, unless approved in writing by the University Contact.

4.3. Use of Data. The Supplier shall not sell or provide to any third-party for commercial purposes any information or data that it receives from or is owned by the University, including Deliverables; lists or names of students, staff, or faculty; addresses, emails, or telephone numbers; or any other aggregated data concerning the University, its students, staff, or faculty.

5. CONFIDENTIALITY AND RECORDS

5.1. Unless otherwise required by law, neither Party shall, without first obtaining the written consent of the other Party, disclose information relating to the methods, policies, procedures, techniques, trade secrets, or other knowledge or processes of or developed by the other Party or its affiliates, or any other Confidential Information to persons other than the following: its legal counsel and accountants subject to professional confidentiality requirements and applicable

privileges; state licensing boards or agencies; federal or state governmental authorities; applicable accreditation agencies; and third-party reimbursement agencies or parties to whom such disclosure is required pursuant to the terms and conditions of an applicable agreement for reimbursement.

5.2. Confidential Information Defined. “Confidential Information” means any information relating to intellectual property, products, services, personally identifiable information, developments, inventions, processes, practices, designs, drawings, plans, engineering, finances, Deliverables, and any other information relating to any current, future, or proposed program, project, practice, method of operation, or plan, either marked or otherwise identified orally or in writing as confidential or proprietary, or that a reasonable person would understand to be considered confidential by the Party to which it pertains (even if not so marked or identified).

5.3. Open Records. The Supplier acknowledges that the University is subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1, *et seq.* The Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required. The University will make final determinations regarding what must be released under the Open Records Act. Upon receiving an Open Records Request for documents containing information the Supplier has labeled “confidential” before submitting them to the University, the University will notify the Supplier of the request and allow the Supplier no more than three (3) business days from the date of notification to file an application with a court of competent jurisdiction and enjoin the University from releasing the requested records. If the Supplier does not provide University with evidence of such filing within the time provided, the records will be released. The University will comply with any valid Court Order.

5.4. Protected Health Information. If the Supplier will receive or has access to Protected Health Information, the University’s Business Associate Agreement is hereby incorporated by reference and the Supplier agrees to be bound by its terms. The Business Associate Agreement is available upon request from University Procurement.

5.5. Educational Records. The Supplier acknowledges that University is subject to the Family Educational Rights and Privacy Act (FERPA) (34 CFR § 99.3 (1974)) and the federal Gramm-Leach-Bliley Act (GLBA) (15 U.S.C § 6801, *et seq.*). If the Supplier obtains or accesses “personally identifiable information,” student education records, or other similar confidential information, the Supplier certifies that it must (i) take sufficient steps to safeguard the information and data from unauthorized disclosure, (ii) only use the information and education records consistent with the purpose for which they are created or provided under this Contract, and (iii) not disclose such information to any third-party. The Supplier agrees that any student education records in its possession will be properly disposed of according to applicable retention and disposal laws or regulations or returned to the University upon the Contract’s completion.

6. NONDISCRIMINATION, HARASSMENT, AND VIOLENT OFFENDERS

6.1. Nondiscrimination. The Supplier shall not discriminate because of race, color, sex, age, religion, gender identity, gender orientation, national origin, handicap, or payment source, or on any other basis prohibited by applicable law while performing the Work.

6.2. Harassment. The Supplier acknowledges and agrees the University has a legal obligation to investigate and remedy potentially unlawful actions taken against its students, faculty, or staff or concerning operations or services on University-owned or controlled premises. The Supplier agrees to (i) cooperate with the University in meeting such obligations, including any actions or investigations, and (ii) take remedial actions necessary to address harassment or discrimination. If University determines that the remedial action taken or proposed by the Supplier is unacceptable, the University may terminate this Contract immediately without cost or penalty.

6.3. Violent/Sex Offenders. The Supplier agrees it will not provide services to children while operating on University-owned or controlled premises without complying with the Sex Offenders Registration Act, 57 O.S. § 581, *et seq.* and the Mary Rippey Violent Crime Offenders Registration Act, 57 O.S. § 591, *et seq.* If the Supplier does provide services to children, the Supplier certifies that it does not and will not employ any individual registered under the Sex Offenders Registration Act or the Mary Rippey Violent Crime Offenders Registration Act. The Supplier agrees to obtain signed statements from all employees and agents performing services on the University campuses or premises that such employee or agent is not currently required to register under the Sex Offenders Registration Act or the Mary Rippey Violent Crime Offenders Registration Act.

6.4. Removal. After receipt of written notice from the University, the Supplier shall immediately remove any employee, agent, or other Supplier representative who participates in improper or illegal acts, violates any University rule or regulation or any provision of this Contract, or whose continued presence on University-owned or controlled premises is, in the University's sole opinion, deemed not to be in the best interests of the University.

7. INDEMNITY; INSURANCE; LIMITATIONS.

7.1. Indemnity. The Supplier shall defend, hold harmless, and indemnify the University (including its regents, officers, directors, employees, and invitees) from and against all claims, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and other expenses incident thereto) on account of injury or damage to any person or property, infringement of proprietary or intellectual rights, or any breach of Supplier's obligations with respect to the use or protection of sensitive data or information, to the extent due to the Supplier's acts or omissions. The University's liability is subject to and limited by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, *et seq.*

7.2. Minimum Insurance. Unless additional coverage or higher amounts are set forth in the Description of Goods and

Services, while performing the Work, the Supplier shall meet and satisfy the Minimum Insurance Requirements for University Contracts as set forth at [Policies and Procedures \(ou.edu\)](#), which is incorporated herein by reference.

7.3. Limitations. (a) The maximum aggregate liability of either Party (including their respective affiliates, agents, representatives, or invitees) in connection with this Contract under any theory of law shall not exceed the amount of the Total Contract Price multiplied by three. (b) Neither Party (including their respective affiliates, agents, representatives, or invitees) shall be liable in connection with this Contract under any theory of law for indirect, incidental, or consequential damages (including without limitation loss of business, revenue, or anticipated profits) even if the other Party has been advised of the possibility of such damages. (c) This **Section 7.3** shall not limit either Party's liability to the extent arising from (i) fraudulent misrepresentation, (ii) gross negligence, (iii) willful misconduct, (iv) the provisions of the Business Associate Agreement if applicable as set forth in Section 5.4, (v) Supplier's indemnification obligations, or (vi) any loss or damage for which such limitation is prohibited by applicable law.

8. GENERAL PROVISIONS

8.1. Notices. All notices required or permitted under this Contract shall be (i) given in writing and (ii) deemed to be properly given and effective on the date when the notice was emailed, mailed (but only if registered or certified with postage thereon prepaid), or personally delivered to the University Contact or Supplier if properly addressed. The Parties hereto shall not refuse to accept delivery of any such notice.

8.2. Advertising. The Supplier may publish the University's name on the Supplier's advertising materials, website, and online services acknowledging the University is a client, provided the acknowledgement does not unduly emphasize the University and cannot be construed as an endorsement by the University. Such right does not include the use of University logos or trademarks.

8.3. Audit. The Supplier shall permit any representative of the State, University, or other authorized agency with jurisdiction over the University to access, inspect, or audit the books, records, or other data arising from the Supplier's Work provided under this Contract.

8.4. Non-exclusivity. The Contract is a non-exclusive contract, and each Party is free to enter similar contracts, agreements, or arrangements with others.

8.5. No Third-Party Beneficiaries; Successors. (a) No person, participant, or other third-party is entitled to, and shall not, receive any rights under this Contract. (b) No assignment of this Contract or any of the rights or obligations set forth herein by either Party shall be valid without the specific written consent of the other Party.

8.6. Warranty. The Supplier represents and warrants that the Work furnished by or through the Supplier shall individually, and where specified by the Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer,

provided that the foregoing shall not diminish any other applicable warranty. Any defect in the Work shall be repaired or replaced by Supplier at no additional cost or expense to the University if such defect occurs during the warranty period.

8.7. Disputes. If a dispute arises out of or in connection with this Contract, the Parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation. All information exchanged during this meeting, or any subsequent dispute resolution process, shall be regarded as “without prejudice” communications for the purpose of settlement negotiations and shall be treated as confidential by the Parties and their representatives unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

8.8. Network Security. The Supplier shall adhere to University policies concerning acceptable use of internet and electronic mail, facility, and data security, as modified or amended from time to time. The Supplier is responsible for reviewing and relaying such policies to the Supplier’s employees, agents, and subcontractors.

8.9. Debarment. By executing this Contract, the Supplier certifies that neither the Supplier nor any of its proposed subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any State or Federal department or agency.

8.10. Laws. In providing the Work, Supplier shall comply with all applicable (a) laws, ordinances, rules, orders, and regulations of federal, state, and municipal governments and (b) University policies when Supplier’s employees, agents, representatives, or invitees are on University-owned or controlled premises. This Contract is governed by the laws of the State of Oklahoma, without giving force and effect to its choice of law provisions. Any legal action shall be filed in the District Court of Cleveland County, Oklahoma, to which exclusive jurisdiction and venue the Parties hereby expressly agree.

8.11. Status Verification. If applicable, the Supplier certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, comply with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

8.12. Miscellaneous. (a) Both Parties represent that they have full power, authority, and legal right to execute and carry out their respective obligations under this Contract. (b) This Contract (i) constitutes the complete agreement and supersedes all prior discussions and understandings with respect to the subject of this Contract, whether written or oral; (ii) shall not be amended, restated, modified, or supplemented except by mutual agreement of the Parties in writing and signed by each of the Parties; and (iii) is binding and inures to the benefit of the Parties, their respective heirs, executors, administrators,

successors, and permitted assigns. (c) Any provision in an order form or other attachment provided by the Supplier shall be subordinate to the provisions of the body of this Contract, and any Supplier term incorporated by reference into any such attachment shall be of no effect. (d) Notwithstanding any provision of this Contract, this Contract is entered subject to the Oklahoma State Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the University, nor is any other right or defense available to the University. (e) Rights and obligations under this Contract which by their nature should survive, including without limitation warranties, certain payment and performance obligations, confidentiality obligations, security incident and data breach obligations, and indemnification obligations attributable to claims arising during the Contract term, remain in effect after termination of this Contract. (f) The headings used in this Contract are for convenience only and do not constitute new terms or affect the interpretation of any provision of this Contract. (g) The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. To the extent any provision conflicts with any applicable law, no representation or warranty is made regarding the enforceability of any such provision. (h) Any waiver by either Party of the other Party’s failure to perform any provision of this Contract is not a waiver of a right to subsequently insist on performance or pursue any remedy for that failure. (i) This Contract may be executed in counterparts.

***** SIGNATURE ON NEXT PAGE *****

***** SIGNATURE PAGE TO THE CONTRACT FOR GOODS AND SERVICES *****

***BOARD OF REGENTS OF THE
UNIVERSITY OF OKLAHOMA***

SUPPLIER

By:

By:

Title:

Title:

Date of Execution:

Date of Execution:
