

THE UNIVERSITY OF ALABAMA

General Terms and Conditions

1. Definitions:

Contract – The entire written agreement between the parties including, but not limited to, the Invitation for Bid or Request for Proposal and its specifications, terms, and conditions, solicitation instructions, solicitation addenda, contractor's offer, the contract document, and contract amendments if any, including, without limitations, these General Terms and Conditions and the purchase order or agreement document excluding correspondence of any type unless specifically accepted by both parties in writing.

Contractor – A person, company, corporation, organization or other legal entity with whom the University has executed a Contract.

University – The Board of Trustees of The University of Alabama, instrumentality of the State of Alabama.

2. Applicability of General Terms and Conditions:

These terms are in addition to the terms and conditions set forth in any solicitation document and/or purchase agreement and should be read in conjunction with the same unless the document indicates otherwise. To the extent that Contractor terms and conditions conflict with these University of Alabama General Terms and Conditions, the latter shall control. Either party's failure to insist upon the performance of any provision of these General Terms and Conditions shall not be construed as a waiver of that party's present or future right to such performance and each party's obligation in respect thereto shall continue in full force and effect.

3. Contract Provisions by Reference:

It is mutually agreed by and between the University and the Contractor that the University's acceptance of the Contractor's offer by the issuance of a Purchase Order, or Contract shall create an agreement between the parties thereto containing the following:

- All specifications, terms and conditions in the solicitation document except as amended in the contract.
- The provision of the awarded contract to include all terms, special conditions, specifications, and the Contractor's offer.
- The University of Alabama General Terms and Conditions.

Unless otherwise specified, in the event of any conflicts, the documents shall control in the following order:

- 1) the written contract or purchase order;
- 2) contractor's exceptions, if expressly accepted by University;
- 3) the RFP, bid or other solicitation document;
- 4) University of Alabama General Terms and Conditions
- 5) Contractor's offer

4. Governing Law and Dispute Resolution:

Contracts with the University shall be governed and construed in accordance with the laws of the State of Alabama. Any claim, between the University and the Contractor that arises from or relates to any Contract between the parties shall be brought before the State of Alabama Board of Adjustment.

5. Indemnification:

The Contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their trustees, officers, agents, and employees from losses, claims, suits, actions, expenses, damages, costs (including attorney fees of attorneys of the University's choice and court costs) expenses, all liability of any nature or kind arising out of or relating to the Contractor's performance hereunder. This clause shall survive the termination of any contract.

6. Insurance:

The Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this Contract. These insurance policies must be with insurers acceptable to the University. Insurance requirements may be modified in the Insurance Requirements section of any solicitation document. In such cases, the requirements of the solicitation shall prevail.

TYPES OF INSURANCE	BASIC INSURANCE POLICY MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory – Alabama (or state of residence)
Employers Liability	\$500,000 (each employee, each accident and policy limit)
Commercial General Liability: Each Occurrence Personal and Advertising Injury Products/Completed Operations General Aggregate Fire Damage Liability (Not necessary unless leasing UA property)	\$1,000,000 \$1,000,000 \$1,000,000 \$2,000,000 \$100,000
Automobile Liability	\$1,000,000 each accident - combined single limit

The Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives must be included as an additional insured as respect to the Commercial General Liability & Excess/Umbrella policy. Unless precluded by law, all policies waive the right to recovery or subrogation against the Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University.

The insurance policies shall be issued by an insurance company licensed to do business in the State of Alabama carrying an AM Best's rating of A- VII or better, and the certificate must be signed by an authorized agent.

The general and excess/umbrella liability must extend additional insured provisions and must include the following language on the certificate of insurance:

The Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives are included as an additional insured as respect to the Commercial General Liability & Excess/Umbrella policy. Unless precluded by law, all policies waive the right to recovery or subrogation against the Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives.

The certificate holder will be: The University of Alabama, c/o Purchasing Dept., 355 Rose Administration Building, Box 870130, Tuscaloosa, AL 35487-0130, ATTN: Buyer Listed in Solicitation. A fax copy of the certificate may be sent for a verbal purchase order, but the original certificate of insurance must be received by the University prior to the purchase order being mailed to the Contractor or payment being made.

7. Termination for Convenience

The University reserves the right to terminate any contract at any time, in whole or in part, by thirty (30) day written notice to Contractor. Upon receipt by the Contractor of the "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. The University, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the Contractor, as well as any reasonable costs incurred by Contractor up to the time of termination but not including Contractor's loss of profit. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

8. Termination for Non-performance

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of Contract;

- Failing to perform within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the University may terminate the contract by giving thirty (30) days notice, by registered or certified mail, of its intent to cancel this contract.

9. Cancellation for Lack of Funding

Contract may be cancelled without further obligation on the part of The University of Alabama in the event that sufficient, appropriated funding is unavailable to assure full performance of its terms. The Contractor shall be notified in writing of such non-appropriation at the earliest opportunity.

10. Attorney's Fees:

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event the University prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

11. Compensable Damages for Breach:

The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with the University.

- Replacement costs.
- Cost of repeating the competitive bidding procedure.
- Expenses incurred as the result of delay in obtaining replacements.

The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by the University for any other damage occasioned by the Contractor's breach of a contract. However, in cases where contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

12. Assignment and Subcontracting:

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

13. Contractor's Responsibility in Performing Work:

The Contractor is solely responsible for the fulfillment of the contract with the University.

Contractor and its agents, subcontractors, and representatives shall be independent contractors and not act as agents of the University. All persons furnished or retained by Contractor in connection with any contract shall be considered employees or agents of the Contractor.

Contractor shall control all employee conduct while on the University's premises. Any employee under the influence of alcohol or controlled substances, other than prescription medications, shall not be allowed on the premises of the University and shall be permanently dismissed from the University site. Further, offensive language, sexual or other types of harassment of students, employees or visitors to the University campus could result in immediate and permanent dismissal of the offending person(s) from the University site.

Contractor shall ensure that its employees abide by University policies and regulations concerning behavior and conduct on University premises.

14. Additions, Deletions or Contract Changes:

The University reserves the right to add, delete, or change related items or services to any contract. No modification or change of any contract provision shall be made, unless such modification is mutually agreed to in writing by the Contractor and the University, and incorporated as a written modification to the contract. Memoranda of Understanding and correspondence shall not be interpreted as a modification to or part of the contract, unless specifically agreed to by both parties.

15. Permits, Licenses and Taxes:

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed. The Contractor shall pay any sales, use, personal property, and other taxes arising out of this contract and the transactions contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of the Contractor.

16. Royalties, Patents, Copyrights and Trademarks:

The Contractor shall pay all applicable royalties and license fees. If a particular process, product or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses or damages resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the University's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

17. Copyright Ownership and Title to Designs and Copy:

Contractor and University both consider the products and results of the services to be rendered by Contractor to be a work made for hire. Contractor acknowledges and agrees that the work and all rights therein, including, without limitation, copyright, belongs to and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy, and any other tangible or intangible format not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, Contractor shall return all such items to the appropriate University department within one week of delivery.

18. Name, Symbols, Designs, etc.

Contractor acknowledges and agrees that The University of Alabama owns the rights to its name and its other names, symbols, designs, and colors, including without limitation, the trademarks, service marks,

designs, team names, nicknames, abbreviations, city/state names in the appropriate context, slogans, logo graphics, mascots, seals and other symbols associated with or referring to the University that are adopted and used or approved for use by the University (collectively the "Indicia"), and that each of the Indicia is valid. Contractor shall not have any right to use any of the Indicia or any similar mark as, or as part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the prior express written consent of the University. Any domain name, trademark or service mark registration obtained or applied for that contains the Indicia or any similar mark upon request shall be assigned or transferred to the University without compensation.

19. Proprietary Information, Data Duplication, and Disclosure:

Contractor agrees that any information disclosed from the University to the Contractor in connection with any contract shall be used only in the performance of the contract. Contractor will keep information confidential, will not disclose it to any third party except as authorized by the University, and will only disclose it to those within its organization who need to use it in performance of the Contract. Upon completion or termination of this contract, Contractor shall return all such information to the University or make such other disposition thereof as may be directed or approved by the University.

No item furnished under this contract, or tools, plans, designs or specifications for producing the same which have been specifically designed for by the University shall be duplicated or used by Contractor. Upon completion or termination of this contract, Contractor shall return all items, tools, plans, designs or specifications to the University or make such other disposition thereof as may be directed by or approved by the University.

Contractor agrees that it will not, without prior written approval of the University, publicize this contract or disclose, confirm or deny any details thereof to third parties, or use the University's name in connection with Contractor's sales promotion or publicity without prior written approval of the University.

Nothing in this provision shall restrict Contractor's right to use or disclose any information which is or becomes generally known to the public without breach of this provision by Contractor, or is lawfully obtained without restriction from other sources.

20. Contractor's Responsibility for Records, Audits and Reports:

Contractor shall retain all records and documents and shall provide unlimited access, at all reasonable times and upon reasonable notice, to all accounting records and supporting documentation relating to the goods and services furnished during any contract and for a period of five (5) years thereafter, unless required to be retained for a longer period by state or federal statute. The University reserves the right to audit such records and employ any auditor the University deems appropriate to perform an audit of Contractor's records. Should such audit disclose incorrect billings or improprieties, the University reserves the right to charge the Contractor for the cost of the audit and pursue appropriate reimbursement.

Contractor will be responsible for providing line item usage reports to The University of Alabama Purchasing Department on a quarterly basis. The University reserves the right to request other pertinent reports.

21. Non-discrimination and Equal Opportunity:

Contractor is subject to and shall comply with all applicable Federal, state and local laws and regulations governing equal employment opportunity and affirmative action including, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, Executive Order 11246, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Adjustment Assistance Act, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990; and all regulations and administrative rules established pursuant to the foregoing laws. Expressly, Contractor shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, age, disability, or veteran status in admission or access to, or treatment of employment in, its programs and services.

22. Open Records

Any contract with the University, and all related information and documentation may be subject to public disclosure under Alabama Code 36-12-40 and 36-12-41. Contractor is hereby notified that the University is governed by this statute and the interpretations thereof rendered by the courts and the Alabama Attorney General. Contractor, to the extent it deems appropriate, is responsible for becoming familiar with this law and assumes the responsibility of protecting any of Contractor's interests that may be affected thereby.

23. Debarred, Suspended and Ineligible Status:

Contractor certifies that neither it, nor any of its employees who will provide or perform services under this contract have been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation (FAR 48 C.F.R Ch. 1 Subpart 9.4). Contractor will immediately notify the University if the Contractor or any of its employees who will provide or perform services under this contract is placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors.

24. Conflicts of Interest:

Contractor affirms that, to the best of Contractor's knowledge, there exist no conflicts of interest between the Contractor and the University or its employees as defined by all applicable Code of Alabama and University of Alabama ethics and compliance policies and procedures. In the event of change in Contractor's interests, Contractor shall inform the University regarding any conflicts of interest that are likely to arise as a result of such change. Contractor hereby represents that it has not participated in any illegal or unethical conduct in connection with the contract. If, at any time, the University determines the Contractor is in violation of the forgoing representation, the University may cancel the contract upon written notice to the Contractor and the University shall have no further obligation to the Contractor.

25. Disclosure Statement

If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama, this information must be included in the Invitation for Bid or Request for Proposal response. Failure to disclose this information in the response may result in the elimination of the proposal from evaluation.

If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama; and you or your firm is awarded a Contract, then within ten (10) days after the Contract is entered into, you agree to file a copy of that Contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the University furnish evidence of such filing.

By accepting payments agreed to in any Contract with the University, Contractor certifies that to its knowledge no University employee or official, and no family members of a University employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to the University on the Disclosure Statement of Relationship Between Contractors/Grantees and Employees/Officials of The University of Alabama.

26. General Warranties:

Contractor warrants that all goods shall conform to the specifications of the contract and shall be merchantable, free from defects (including defects in design and fit) and suitable for the intended purposes. Contractor further warrants that all services shall conform to the specifications of the contract and shall be performed in a professional and workmanlike manner. These warranties shall remain in effect for at least one year following University's acceptance of the goods or services or for the duration of Contractor's standard warranty period if such period exceeds one year. The foregoing warranties are in addition to, and shall not limit, any other warranties or buyer protections that exist by operation of law.

27. Price Warranty:

Contractor warrants that the price(s) for the articles or services sold to the University hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar articles or services in similar quantities. In the event Contractor reduces its price(s) for such articles or services during the term of this contract, Contractor agrees to reduce the prices hereof accordingly. Contractor warrants that prices shown on this contract shall be complete, and no additional charges of any type shall be added without the University's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, customs, duties, taxes, storage, insurance, boxing and crating.

28. Final Inspection and Acceptance:

The University reserves the right to perform inspection and/or expediting of the materials and fabrication thereof at the facility of the Contractor or its suppliers at any reasonable times. All materials and services are subject to final inspection and acceptance by the University at destination, notwithstanding any prior

payments or inspection at the source. Such final inspection shall take place within thirty (30) days from the date of delivery or installation or completion of services whichever is latest.

In addition to other remedies which may be available under law or in equity, the University, at its option may return to the Contractor any nonconforming or defective item(s), at no cost to the University, and require correction or replacement of the item(s). If the University does not require correction or replacement of nonconforming or defective item(s), Contractor shall repay such portion of the contract price or such additional amount as is equitable under the circumstances. The rights of the University are in addition to and shall not be limited by Contractor's standard warranties.

29. Delivery, Transportation and Packaging:

The Contractor covenants that, if awarded a contract, the Contractor shall:

- Adequately pack all commodities and equipment according to accepted commercial practice and according to the packing and marking instructions stated in the Contract.
- Make deliveries as stated in the Contract; it is understood by the Contractor that all deliveries shall be made by the end of the University's fiscal year in which the Contract is awarded unless otherwise specified in a specific Contract.
- Make deliveries during normal working day hours to the point or points specified in the Contract unless otherwise noted.

30. Freight

The University's freight terms are F.O.B. destination, freight prepaid and allowed. If shipment is indicated on the purchase order as freight prepaid and added, the Contractor will prepay the freight charges and, if mutually agreed to, add them to the invoice. Separate freight invoices will not be accepted. Collect shipments will be returned at Contractor's expense unless otherwise instructed by the University.

31. Collector of Sales and Use Taxes

The University of Alabama is a public institution as described in Alabama Department of Revenue Sales and Use Tax Rules, 810-6-3-.47.04, and is specifically exempted under the law from state sales and use taxes on all tangible personal property purchased for its sole use and benefit and under its control.

If you or your company have received an official University of Alabama Purchase Order, a University of Alabama Purchasing Card Order, or received a payment from The University of Alabama, the related purchase or payment is exempt from state sales and use taxes as stipulated in the code of Alabama 1975, Sections 40-23-31 and 40-23-83.

State #63-00080

32. Certification Pursuant to Act No. 2006-557

Code of Alabama 1975 41-4-116 provides that every bid submitted and Contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting and remitting Alabama state and local sales, use and/or lease tax on all taxable sales and leases into Alabama. By accepting a purchase order or Contract, the Contractor is hereby certifying full compliance with Act No. 2006-557; are not barred from bidding or entering into a contract pursuant to 41-4-116; and acknowledge that The University of Alabama may declare the purchase order/Contract void if certification is false.

The furnishing of materials, supplies, equipment, or services to The University of Alabama under a purchase order or Contract constitutes assurance by the Contractor of his compliance with applicable provisions of and pertinent regulations promulgated under Executive Order 10925, date March 6, 1961, and Executive Order 11246, issued by the President of the United States of America, and Public Law 88=352,88th Congress, the "Civil Rights Act of 1964."

Contractor represents and warrants that all articles and services covered by the Contract meet or exceed the Safety Standards established and promulgated under the Federal Law and its regulations in effect or proposed as of this date of Contract.

33. Safeguarding Rules of the Gramm-Leach-Bliley Act

To comply with the requirements of the Safeguarding Rules of the Gramm-Leach-Bliley Act ("GLB") dealing with the confidentiality of customer information, Contractor agrees that the terms of this section are incorporated into and are a material part of the Contract between Contractor and the University.

- 1) Definitions:
 - a. Customer Information, as defined in 16 CFR §314.2(b), required to be protected under the Gramm Leach Bliley Act (GLB), includes Student Financial Information (defined below) as well as any credit card information received in the course of business by the University, whether or not such credit card information is covered by GLB. Customer Information includes both paper and electronic records.
 - b. Student Financial Information is that information that the University has obtained from a customer in the process of offering a financial product or service, or such information provided to the University by another financial institution. Offering a financial product or service includes offering student loans to students, receiving income tax information from a student's parent when offering a financial aid package, and other miscellaneous financial services as defined in 12 C.F.R. § 225.28. Examples of student financial information include addresses, telephone numbers, bank and credit card account numbers, income and credit histories, and Social Security numbers, in both paper and electronic format.
- 2) Acknowledgment of Access to Customer Information: Contractor acknowledges that the Contract allows the Contractor access to Customer Information. Specifically, access to the following categories of Customer Information is anticipated under the Contract: names, e-mail and mailing addresses, bank and credit card account numbers, payment information, and sales information.
- 3) Prohibition on Unauthorized Use or Disclosure of Customer Information: Contractor agrees to hold the Customer Information in strict confidence. Contractor shall not use or disclose Customer Information received from or on behalf of the University except as permitted or required by the Contract or this section, as required by law, or as otherwise authorized in writing by the University.
- 4) Safeguard Standard: Contractor agrees that it will protect the Customer Information it receives from or on behalf of the University according to commercially acceptable standards and no less rigorously than it protects its own confidential information.
- 5) Return or Destruction of Customer Information: Upon termination, cancellation, expiration or other conclusion of the Contract, Contractor shall:
 - a. Return to the University or, if return is not feasible, destroy all Customer Information in whatever form or medium that Contractor received from or created on behalf of the University. This provision shall also apply to all Customer Information that is in the possession of subcontractors or agents of Contractor. In such case, Contractor shall retain no copies of such information, including any compilations derived from and allowing identification of Customer Information. Contractor shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Contract. Within such thirty (30) day period, Contractor shall certify in writing to the University that such return or destruction has been completed.
 - b. If Contractor believes that the return or destruction of Customer Information is not feasible, Contractor shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, Contractor shall extend the protections of this section to Customer Information received from or created on behalf of the University, and limit further uses and disclosures of such Customer Information, for so long as Contractor maintains the Customer Information.
- 6) Term and Termination:
 - a. This section "A" shall take effect upon execution of the Contract by the University.
 - b. In addition to the rights of the parties established by the underlying Contract, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations under this section, the University, in its sole discretion, shall have the right to:
 - (i) exercise any of its rights to reports, access and inspection under this section; and/or

- (ii) require Contractor to submit to a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this section, and/or
 - (iii) provide Contractor with a fifteen (15) day period to cure the breach; and/or
 - (iv) terminate the Contract immediately if Contractor has breached a material term of this section and cure is not possible.
- c. Before exercising any of these options, the University shall provide written notice to Contractor describing the violation and the action it intends to take.
- 7) Subcontractors and Agents: If Contractor provides any Customer Information which was received from, or created for, the University to a subcontractor or agent, then Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this section.
- 8) Maintenance of the Security of Electronic Information: Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Customer Information received from, or on behalf of, the University.
- 9) Reporting of Unauthorized Disclosures or Misuse of Customer Information: Contractor shall report to University any use or disclosure of Customer Information not authorized by this section or in writing by the University. Contractor shall make the report to the University not less than one (1) business day after Contractor learns of such use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Customer Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the University.
- 10) Indemnity. Contractor shall defend and hold the University harmless from all claims, liabilities, damages, or judgments involving a third party, including the University's costs and attorney fees, which arise as a result of Contractor's failure to meet any of its obligations under this section.
- 11) Survival. The respective rights and obligations of Contractor under subsection 5 of the section above shall survive the termination of the Contract.