



Purchasing Department  
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 Fairfax, VA 22030  
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<http://fiscal.gmu.edu/purchasing/>

## STANDARD CONTRACT GMU-1812-22

This Contract entered on this **17th day of February, 2023** (Effective Date) by Nuventive, LLC hereinafter called “**Contractor**” (located at 9800B McKnight Road, Suite 255, Pittsburgh, PA 15237) and George Mason University hereinafter called “**Mason,**” “**University**”.

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide accreditation and assessment management system to input assessment data, develop reports, and monitor continuous improvement strategies for the Office of Institutional Effectiveness and Planning (OIEP) of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** Three-years from the Effective Date with seven (7) successive one-year renewal options.
- IV. **PRICE SCHEDULE:** Per BAFO

### Nuventive Improvement Platform Premier Edition: Option I-Three (3) Year Annual Software Subscription

Premier Year 1	\$92,000.00
Premier Year 2	\$92,000.00
Premier Year 3	\$92,000.00
<b>Total for Three-Years</b>	<b>\$277,500.00</b>

- V. **CONTRACT ADMINISTRATION:** **Karen Manley** shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** Net30
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
  - A. This signed form;
  - B. Data Security Addendum (attached);
  - C. Nuventive Software and Professional Services Agreement (attached herein);
  - D. Negotiation Responses dated October 31, 2022 (attached herein);
  - E. RFP No. GMU-1812-22, in its entirety (attached herein);
  - F. Contractor’s proposal dated July 30, 2022 (attached herein).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **CONTRACT PARTICIPATION:** *As negotiated.* It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any other participating entity and will not be considered in default of any contract formed with such participating entity no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

## **X. STANDARD TERMS AND CONDITIONS:**

- A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. ANTI-DISCRIMINATION: By entering into this Contract, Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this Contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.

- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent, which shall not be withheld unreasonably. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to its performance obligations under this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason due to Contractor's uncured material breach of this Contract, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of this Contract.
  2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision

must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.

- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:  
Chief Procurement Officer  
George Mason University  
4400 University Drive, MSN 3C5  
Fairfax, VA 22030
  2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
  3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
  4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: 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), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia, unless such disclosure is to employees, contractors or other personnel of Mason or the Contractor who have a need to know such information to perform applicable obligations under the Contract
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason 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 Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental



Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.

P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
  - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
  - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
  - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor-
2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. Mason shall pay reasonable fees for any such phase-in/phase-out services at the then-current standard rates for Contractor's professional services.. This plan shall be subject to the Procurement Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.

Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.

R. DEFAULT: In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.

S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.

T. ENTIRE CONTRACT: This Contract, including but not limited to the attached Contractor Software and Professional Services Agreement (the "License Agreement") and any other approved applicable addenda, constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.

U. EXPORT CONTROL:

1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:

A. notify Mason (by sending an email to [export@gmu.edu](mailto:export@gmu.edu)), and

B. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the

determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: [export@gmu.edu](mailto:export@gmu.edu).
- V. **FORCE MAJEURE:** Either party shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of such party, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing (each such cause, a "Force Majeure Event"). In the event any fees or payments owed to Contractor under this Contract are pre-paid by or on behalf of Mason and such pre-paid fees or payments are allocable to Contractor's nonperformance resulting from a Force Majeure Event and performance does not resume immediately following such Force Majeure Event, then upon written notification from Mason that such a Force Majeure Event has occurred without Contractor resuming performance in a timely manner, Contractor agrees to directly refund all payments to Mason, for such services not yet performed, including any pre-paid deposits allocable to Contractor's nonperformance resulting from a Force Majeure Event within 14 days.
  - W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at pricing, terms and conditions consistent with those offered to other similarly situated Contractor customers for the same additional goods and/or services.
  - X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
  - Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any and all third-party claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
  - Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, 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 Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
  - AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by

or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

- BB. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured.
1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
  2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
  3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
  4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, Workers' Compensation, and Commercial Automobile Liability Insurance.
- CC. **INTELLECTUAL PROPERTY:** Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.
1. 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 Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
  2. Work Made for Hire. With the exception of any Contractor Software, Documentation and Confidential Information that is licensed or made available to Mason under the License Agreement or elsewhere in this Contract, all of which shall remain the sole property of Contractor or its licensors pursuant to the attached License Agreement, Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract 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. With the exception of any Contractor Software, Documentation and Confidential Information that is licensed or made available to Mason under the License Agreement or elsewhere in this Contract, Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.
- DD. **NON-DISCRIMINATION:** All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).
- EE. **PAYMENT TO SUBCONTRACTORS:** The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or
- (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest

at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

- FF. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- GG. REMEDIES: If the Contractor materially breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract with reasonable notice of such material breach, which breach is not cured (if curable) within a 30-day period following notice.
- HH. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for seven (7) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal, not to exceed 2% per annum. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available.
- II. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.
- JJ. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If Mason 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 Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.
- KK. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- LL. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. SUBCONTRACTS: With the exception of Contractor Software, which shall be hosted by Contractor's third-party cloud service provider(s) unless expressly stated otherwise in a written instrument signed by the parties, No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements

of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.

- NN. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor (if eligible and as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- OO. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
  2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
  3. 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 Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
  4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
  5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
  6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract 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 Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason'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 the Contract, required by law, or authorized in writing by the University.
  7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.
- PP. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store



and process University Data in a secure environment 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 Contractor'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. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.


1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.
3. Mason reserves the right in its sole discretion to perform audits of Contractor upon request, no more than once a year, notwithstanding any known issues at Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

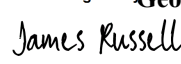
QQ. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned (if applicable), may be downloaded or destroyed as directed by Mason in its sole discretion within 30 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor's facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor 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 Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.



- RR. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason's review and approval.
- SS. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

DocuSigned by:  
**Navenitive, LLC**  
  
9426CC8DA5D84F2...  
Signature  
David Raney  
Name: \_\_\_\_\_  
Title: CEO  
Date: 2/17/2023

DocuSigned by:  
**George Mason University**  
  
2F81E096C77E4DC...  
Signature  
James Russell  
Name: \_\_\_\_\_  
Title: Purchasing Director  
Date: 2/17/2023

**ATTACHMENT C**  
**Data Security Addendum for inclusion in GMU-1812-22 with**  
**George Mason University (the "University")**

This Addendum supplements the above-referenced Contract between the University and Nuventive, LLC. ("Selected Firm/Vendor") dated (the "Contract"). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under a Contract or Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of Sensitive University Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

This Addendum sets forth the terms and conditions pursuant to which Sensitive University Data will be protected by the Selected Firm/Vendor during the term of the Parties' Contract and after its termination.

**1. Definitions**

Terms used herein shall have the same definition as stated in the Contract. Additionally, the following definitions shall apply to this Addendum.

- a. **"Personally Identifiable Information ("PII")** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
- b. **"University Data"** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
- c. **"Sensitive University Data"** means data identified by University to Selected Firm/Vendor as Sensitive University Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information.
- d. **"Securely Destroy"** means taking actions that render data written on 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.
- e. **"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.
- f. **"Services"** means any goods or services acquired by the University from the Selected Firm/Vendor.

**2. Data Security**

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Sensitive University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption. Additionally, Selected Firm/Vendor warrants that all Sensitive University Data shall be Securely Destroyed, when destruction is requested by University.
- b. If Selected Firm/Vendor's use of Sensitive University Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Contractor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

**3. Employee Background Checks and Qualifications**

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Sensitive University Data: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

#### 4. Security Breach

- a. Liability. 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 of Sensitive University Data which arises out of or results from Selected Firm's/Vendor's breach of the data security obligations set forth in this Addendum, 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.

#### 5. Audits

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls; ii) vulnerability scan, performed by a scanner approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
- b. Additionally, the Selected Firm/Vendor will provide the University upon request no more than once per year 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 the Contract. In the event Contractor's data security measures continue to be deficient following such audit-based modifications, 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.
- c. AICPA SOC Report (Type II)/per SSAE18: Vendor must provide the University with its most recent Service Organization Control (SOC) audit report and that of all subservice provider(s) relevant to the contract. It is further agreed that the SOC report, which will be free of cost to the University, will be provided annually, within 30 days of its issuance by the auditor (or within 30 days of the Effective Date, if Contractor's annual SOC report has already been issued for the applicable year). The SOC report should be directed to the appropriate representative identified by the University. Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.

IN WITNESS WHEREOF, this Addendum has been executed by an authorized representative of each party as of the date set forth beneath such party's designated representative's signature.

Nuventive, LLC

By: David Raney  
0426CC0DA6D04F2...

Title: CEO

Date: 2/17/2023

George Mason University

By: James Russell  
2F61E096C77E4DC...

Title: Purchasing Director

Date: 2/17/2023

## NUVENTIVE SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT

This Software and Professional Services Agreement ("**Agreement**"), effective as of February 17, 2023 (the "**Effective Date**"), is entered into by and between Nuventive, LLC, a Delaware limited liability company located at 9800B McKnight Road, Suite 255, Pittsburgh, PA 15237 ("**Nuventive**"), and the entity identified in the Order Form attached to this Agreement as Exhibit A ("**Licensee**"). Nuventive and its Third-Party Providers have developed Software and Software Services (defined below) for use by Licensee and authorized users ("**Users**"). Software or Software Services made available to Licensee or its Users by Nuventive under this Agreement ("**Software Products**") shall be subject to the provisions of this Agreement. This Agreement supplements and is hereby incorporated by reference into the contract arising out of RFP No. GMU-1812-22, entered into by and between the parties as of February 17, 2023 ("**Contract**").

The parties agree as follows:

1. **DEFINITIONS.** Terms used in this Agreement are defined as follows:

1.1 "**Confidential Information**" means all information or material of a party that, from all relevant circumstances, reasonably should be assumed to be confidential and proprietary. Each party's Confidential Information shall remain the exclusive property of that party. Confidential Information of Nuventive includes, but is not limited to, the Software Products, Professional Services, Documentation in all forms, and the terms and conditions of this Agreement (including pricing and the terms of Order Forms and Work Orders). Confidential Information does not include information or material that: (a) is or becomes generally known to the public by any means other than a breach of the receiving party's obligations; (b) was previously known to the receiving party or rightly received by the receiving party from a third party; (c) is independently developed by the receiving party; (d) is subject to disclosure under court order or other lawful process, provided that the receiving party gives the disclosing party sufficient prior notice to contest such order or process; or (e) must be disclosed or made public under any applicable law, or any requirements of any applicable government authority.

1.2 "**Documentation**" means Nuventive-provided specifications and user documentation, in all forms, relating to the Software Products or the Services (e.g., user manuals, on-line help files, service descriptions, etc.).

1.3 "**Intellectual Property Rights**" means all rights to any inventions (whether or not patentable), works of authorship, moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how, and all other subject matter protected under intellectual property laws.

1.4 "**Licensee Data**" means data provided by Licensee and/or the Users for use in connection with the Software Services or the Professional Services.

1.5 "**Material Defect**" means any reported reproducible error or other defect in a Software Product that constitutes a substantial nonconformity with the Documentation for the Software Product.

1.6 "**Order Form**" means Exhibit A attached hereto and other Order Forms entered into with Licensee under this Agreement. All Order Forms are incorporated into this Agreement.

1.7 "**Personal Data**" means any personally identifiable information relating to any Users of the Software Products or other individuals that is transferred to or stored on Nuventive's network in connection with this Agreement.

1.8 "**Professional Services**" or "**Services**" means services provided by Nuventive and/or Third-Party Providers under this

Agreement, an Order Form or Work Order.

1.9 "**Software**" means the object code version of any software Nuventive makes available to Licensee for its use directly or through any Software Services.

1.10 "**Software Services**" means hosted application services provided by Nuventive or Third-Party Providers under an Order Form or other agreement with Licensee.

1.11 "**Third-Party Provider**" means any third-party supplier or service provider that provides or assists Nuventive with Services, or in providing other products or services.

1.12 "**Third-Party Software**" means non-embedded products and program code provided by third parties for use by Licensee with the Software Products. Nuventive makes no warranties or representations regarding Third-Party Software. Licensee may be required to enter into separate agreements with third-parties licensing these products or services.

1.13 "**Work Order**" means a statement of work executed by the parties referencing this Agreement, generally in the form attached as Exhibit B.

2. **LIMITED LICENSE.**

2.1 **Provision of License.** Nuventive grants to Licensee, for the term stated in the Order Form (the "**Term**"), a limited, nontransferable, nonexclusive right to use the Software Products, subject to this Agreement, the Documentation and any service description. The Software Products are licensed to Licensee, not sold. Licensee shall use the Software Products only in the form provided by Nuventive, and for Licensee's internal use. Unless otherwise provided in the Order Form, all Software will be hosted by Nuventive's third party service provider(s).

2.2 **Enhancement; Feedback.** Nuventive may upgrade, enhance, or modify the Software Products ("**Enhancements**"). Enhancements that add functionality or features to the Software Products may be provided at an additional Fee. Enhancements that are generally made available to licensees without charge will be made available to Licensee without charge. Enhancements will be subject to the terms of this Agreement and will be deemed part of the applicable Software Product.

2.3 **No Access to Third Parties.** Licensee shall not rent, sell, assign, lease, sublicense, transfer, or encumber any of the Software Products or otherwise allow any third party (including, without limitation, any third-party vendor or outsourced service provider) to access or use the Software Products, other than as permitted by the Documentation. Third-party vendors or outsourced service providers engaged by Licensee may access or use Software installed on-premises

## NUVENTIVE MASTER SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT

at Licensee's location for the sole purpose of providing Licensee with system support and maintenance, subject to such third parties being bound by confidentiality restrictions that are at least as restrictive as the confidentiality restrictions imposed on Licensee and Users under this Agreement.

**2.4 Return of Licensee Data.** With respect to Licensee Data held in a hosted environment provided by Nuventive, upon expiration or termination of the Term, data provided by Licensee and/or the Users to Nuventive's hosted environment, as applicable, such hosted Licensee Data may be downloaded by Licensee for a period of thirty (30) days. After such 60-day period, Nuventive may, unless legally prohibited, delete all such Licensee Data. It is Licensee's responsibility to backup or archive Licensee Data in a manner that Licensee deems appropriate.

**2.5 Hosting, On-Premises Access and Use, and Related Limitations.** Unless provided otherwise in an applicable Order Form, Nuventive Software Programs will be hosted as part of the Software Services. If an Order Form identifies any Software Programs that will be delivered or made available to Licensee for on-premises access or use on Licensee's system, then Licensee, in addition to the other limitations set forth in this Section 2: (a) shall not copy or distribute such Software except to the extent copying is necessary to use the Software for purposes set forth in this Agreement or the Order Form; (b) may make a single copy of such Software for backup and archival purposes; (c) shall not install such Software at any additional location(s); and (d) will return or destroy all copies of the Software (including modifications or derivative works thereof), the Documentation and any Nuventive Confidential Information if the license for the Software terminates at any time for any reason. If Licensee has a license for on-premises Software installed on Licensee's system, Licensee may elect, by notice to Nuventive, to convert such license to a Software Services license with access to the licensed Software through an off-premises platform hosted by Nuventive and/or its Third-Party Provider(s). If Licensee makes such election and is in compliance with its duties and obligations under this Agreement and any applicable Order Form, Nuventive will provide the Software to Licensee as part of the Software Services, subject to Licensee's payment of the applicable hosting and subscription Fees, and further subject to the acceptance by Licensee and its Users of the service description terms and any applicable "click-through" agreement necessary to access and use such Software Services.

### **3. RESPONSIBILITIES OF THE PARTIES.**

**3.1 Nuventive Responsibility.** Nuventive shall provide the Software Products and support and maintenance or other Services, as set forth in the applicable Order Form.

#### **3.2 Licensee Responsibility.**

**3.2.1 Use Restrictions.** Licensee and its representatives shall not attempt to modify, customize, copy or misappropriate any feature of the Software Products or attempt to derive the source code, source files or structure of any portion of the Software Products by any form of reverse engineering, disassembly or decompilation, except to the extent permitted by law. The Software Products are not specifically developed or licensed for use in any nuclear, aviation, mass transit or medical application or in any other inherently dangerous application. Licensee and its Users may not access or use the Software Products in any manner that: (a) is likely to be perceived as obscene or indecent (outside of academic discourse), or is abusive, threatening or harassing to another person; (b) violates

any rights of others or infringes any Intellectual Property Rights; (c) libels, defames or slanders any person, or violates any person's privacy rights; (d) contains any computer virus, malware, or harmful component; (e) allows any third party to access or use the Software Products, except as permitted by the Documentation; (f) adversely affects the performance or availability of Nuventive's network; (g) impairs the operation of the Software Products; (h) violates any applicable local, state, national or foreign law, regulations, rules, court orders or governmental requirements ("**Applicable Law**"); (i) involves sending unsolicited advertising or promotional materials such as "spam" or bulk email; or (j) violates any agreement Licensee has with any person or entity. Licensee and its Users shall use the Software Products in accordance with all applicable privacy laws and regulations, and shall ensure that all necessary consents have been obtained in accordance with such laws and regulations in order to transfer or disclose any Personal Data to third parties or to Nuventive, its affiliates, contractors, agents, successors and/or assigns.

**3.2.2 Licensee Responsible for Equipment and Connectivity.** All costs of providing Third-Party Software, and equipment and connectivity necessary for Licensee or its Users to access the internet and the Software Services, shall be the sole responsibility of Licensee or the applicable Users. It is the responsibility of Licensee to acquire and maintain any Third-Party Software (unless acquired by Licensee from Nuventive), computer system or equipment, and connectivity in accordance with the Documentation that is sufficient for purposes of running Software delivered to Licensee for on-premises access and use through its own systems, as applicable.

**3.2.3 Responsibility for Licensee Data.** Licensee is responsible for: (a) the accuracy and reliability of Licensee Data; (b) obtaining rights it needs to receive, store or use Licensee Data; (c) reviewing and evaluating output from its use of the Software Products; (d) preventing unauthorized access to the Software Products; and (e) complying with Applicable Law. Licensee will provide any technical data, access to facilities, and other relevant information and assistance reasonably required by Nuventive for performance of the Services.

### **3.3 Intellectual Property Rights; Use Guidelines.**

**3.3.1 Intellectual Property Rights.** As between Licensee and Nuventive, Nuventive is the sole owner of the Software Products, any modifications thereof, and any work product provided by Nuventive to Licensee ("**Deliverables**"), including all related Intellectual Property Rights; provided, however, such ownership excludes Licensee's content and branding elements embedded therein. Licensee grants to Nuventive a worldwide, nonexclusive, nontransferable limited license to use Licensee branding elements, content, information or materials as needed to perform the Services and its other obligations under this Agreement, and for no other purpose. All rights not granted to Licensee in this Agreement are expressly reserved to Nuventive.

**3.3.2 See section OO-University Data**

**3.4 Service Bureau Activities.** Licensee shall not (a) act as a service bureau or as an outsource agent of the Software Products; or (b) use the Software Products for the benefit of any other educational institution or students, staff or faculty not directly affiliated with Licensee.

**3.5 Use of Documentation.** Licensee may reproduce, without

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modification, and internally use a reasonable number of copies of the Documentation solely in connection with its use of the Software Products.

**3.6 Third-Party Providers.** Nuventive may use Third-Party Providers to offer products or assist in providing services, in conjunction with the Software Products through an application programming interface or other processes. The terms of this Agreement, including warranty disclaimers and liability disclaimers, inure to the benefit of such Third-Party Providers. NUVENTIVE IS NOT AN AGENT OF ANY THIRD-PARTY PROVIDER, AND NUVENTIVE MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH THIRD-PARTY PROVIDER OR ANY PRODUCT OR SERVICE OF ANY THIRD-PARTY PROVIDER, whether or not such products or services are designated by Nuventive as compatible, "certified," "validated" or otherwise.

**3.7 Export Controls.** Licensee acknowledges that the export, import, and use of certain software and technological data provided under this Agreement is regulated by the United States and other governments and agrees to comply with the U.S. Export Administration Act, the regulations promulgated thereunder, and any other Applicable Laws, such as those that prohibit the Software Products from being used in or accessed by a national of Cuba, Iran, North Korea, Sudan, Syria or any other sanctioned or embargoed country.

## 4. FEES.

**4.1 General.** Fees payable by Licensee ("Fees") are payable 30 days after invoice date. Fees for subscription to the Software Services are billed in advance. Fees for Professional Services are billed on a time and materials basis or a fixed price basis, and are payable as set forth in the applicable Work Order. Unless a Work Order specifies a fixed price, Fee estimates for Services are estimates only, and Nuventive will invoice Licensee for actual time spent and expenses incurred in accordance with contract GMU-1812-22.

**4.2 Taxes.** Unless Nuventive is provided with a valid tax exemption certificate, Licensee is responsible for all applicable taxes and duties that are levied or imposed by reason of products or services licensed or purchased under this Agreement, excluding Nuventive's income taxes.

**4.3 Adjustments.** Nuventive may adjust Fees and license terms if Licensee exceeds the scope of its existing license or elects to add capacity or features. Licensee shall notify Nuventive if Licensee merges with, is acquired by, or acquires another entity, which changes the number of Users or scope of use of any Software Product.

**5. RELATIONSHIP.** Licensee and Nuventive shall be independent contractors (and neither party shall act as an agent or representative of the other party).

## 6. CONFIDENTIALITY.

**6.1 Treatment of Confidential Information.** Each party agrees that: (a) except as otherwise provided under Applicable Law, it will hold all Confidential Information it obtains from the other party in strict confidence and permit use of such Confidential Information solely as permitted under this Agreement; and (b) it may disclose the disclosing party's Confidential Information only to the receiving party's employees, contractors and agents as necessary to perform its obligations under this Agreement,

notwithstanding the foregoing, Mason is required by law to comply with the requirements of the Virginia Freedom of Information Act (Code of Virginia § 2.2-3700, et seq.). As such, certain Confidential Information related to this Contract may be subject to disclosure under the VFOIA.

**6.2 Equitable Remedy.** In the event of a breach or threatened breach of a party's obligations under this Section 6, the non-breaching party may be entitled to seek, in addition to other remedies available, to appropriate equitable relief. ~~without the necessity of posting bond or other security.~~

## 6.3 Security and Data Breach.

**6.3.1 Data Center Security.** All Licensee Data stored or at rest in any data centers hosting the Software Services, or in transport, will be encrypted and will not be transferred (except with Licensee's prior consent) outside the United States. Nuventive will implement reasonable security standards, but in no event less than industry standards, to protect the security of data stored in data centers provided by Nuventive or its Third-Party Providers.

**6.3.2 Data Safeguards.** Nuventive agrees that it will access and use Licensee Data solely to perform its obligations in this Agreement and as permitted by this Agreement. Nuventive will maintain appropriate physical, technical, and administrative safeguards to protect the security of Licensee Data in its possession or under its control.

**6.3.3 Data Breach.** If Nuventive becomes aware of a data breach regarding any Licensee Data in Nuventive's possession or control, Nuventive shall: (a) promptly notify Licensee in writing; (b) cooperate with Licensee to mitigate such data breach; and (c) comply with Applicable Law.

**6.3.4 Personal Data.** All Personal Data to which Nuventive has access under this Agreement will remain the property of (or subject to the rights of) the data subject. Licensee hereby consents to the use, processing and/or disclosure of Personal Data only to the extent necessary for Nuventive in performance of this Agreement, or as required by law.

**7. LIST OF AUTHORIZED USERS.** Permitted authorized Users are Licensee's employees and others who are directly affiliated with Licensee, subject to Nuventive's approval of such affiliation. Licensee will provide a written list of authorized Users to Nuventive on request. Users are not permitted to share log-in information with any third party. Licensee is responsible for all use of the Software Services by its Users. Licensee will immediately notify Nuventive if Licensee becomes aware of any loss or theft of any log-in information or any unauthorized access to the Software Services.

**8. NUVENTIVE WARRANTIES.** Nuventive warrants that: (a) it has full power and authority to enter into and perform this Agreement; (b) with respect to Software that may be provided or made available by Nuventive under this Agreement for on-premises access and use through Licensee's systems, for a period of ninety (90) days following the initial delivery or installation of any previously uninstalled Software, such newly installed Software shall not be subject to a Material Defect (but no new warranty period will apply for any later updates or new versions of the Software provided without charge to Licensee); (c) with respect to any Software Products that are hosted in a remote environment as part of a subscription for Software Services, such hosted Software Products shall perform substantially



## NUVENTIVE MASTER SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT

in accordance with the Documentation; and (d) it will perform the Professional Services in a professional and workmanlike manner, in accordance with generally prevailing industry standards. Nuventive's sole liability under the foregoing warranties shall be for Nuventive to correct or replace any Material Defect of the applicable Software Product or re-perform the deficient Services within a reasonable time. If Nuventive is unable to do so, then Licensee may terminate the license for such Software Product containing any Material Defect and upon such termination Nuventive will refund any pre-paid Fees relating to such terminated subscription, or Nuventive will refund the Fees paid for any Software containing Material Defects that is delivered by Nuventive to Licensee for on-premises installation on Licensee's system, as applicable. If Nuventive is not able to re-perform deficient Services to correct such deficiency, Nuventive will refund the amount paid by Licensee for such deficient Services. The above warranties do not apply to any deficiency caused by malfunction of hardware or software not provided by Nuventive, malfunction of any Third-Party Provider platform or hosting environment, modification of any Software not performed or authorized by Nuventive, operator error, or use of the Software Product not in accordance with the Documentation or operating instructions provided by Nuventive.

9. **LICENSEE WARRANTIES.** Licensee warrants that: (a) it has full power and authority to enter into and perform this Agreement; (b) any Licensee Data or other information provided by Licensee does not infringe the Intellectual Property Rights or other rights of any person; and (c) it will use the Software Products and Professional Services in compliance with Applicable Law.

10. **DISCLAIMER OF WARRANTIES.** EXCEPT AS PROVIDED IN SECTION 8, THE SOFTWARE PRODUCTS, SERVICES AND ANY DELIVERABLES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. NUVENTIVE AND ITS SUBSIDIARIES, AFFILIATES, VENDORS, LICENSORS, AND CONTRACTORS (COLLECTIVELY, THE "DISCLAIMING PARTIES") DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE AND NON-INFRINGEMENT. THE DISCLAIMING PARTIES ALSO DISCLAIM ANY WARRANTY REGARDING NON-INTERRUPTION OF USE AND THAT THE SOFTWARE PRODUCTS AND PROFESSIONAL SERVICES ARE ERROR-FREE. ANY USE OF THE SOFTWARE PRODUCTS OR PROFESSIONAL SERVICES IS AT LICENSEE'S SOLE RISK. EXCEPT AS SET FORTH IN THIS AGREEMENT, NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NUVENTIVE OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF NUVENTIVE'S OBLIGATIONS UNDER THIS AGREEMENT. LICENSEE AGREES THE SOFTWARE PRODUCTS AND PROFESSIONAL SERVICES ARE NOT INTENDED TO REPLACE LICENSEE'S PROFESSIONAL SKILL AND JUDGMENT. LICENSEE ACKNOWLEDGES AND AGREES THAT THE DISCLAIMING PARTIES DO NOT OPERATE OR CONTROL THE INTERNET AND THAT VIRUSES, WORMS, TROJAN HORSES OR OTHER UNDESIRABLE DATA OR SOFTWARE AND UNAUTHORIZED USERS MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE THE LICENSEE DATA AND LICENSEE'S WEBSITES, COMPUTERS OR NETWORKS. THE DISCLAIMING PARTIES SHALL NOT BE LIABLE FOR SUCH ACTIVITIES, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE DISCLAIMING PARTIES.

11. **INDEMNIFICATION BY NUVENTIVE.** Nuventive shall defend, indemnify and hold Licensee harmless against any damages awarded against Licensee by a court of competent jurisdiction in connection with a third-party claim that alleges Licensee's use of a Software Product or Deliverable in accordance with this Agreement infringes the Intellectual Property Rights of such third party. The foregoing indemnification shall not apply to any claim arising from: (a) Licensee's use of the Software Product in violation of or outside the scope of this Agreement; (b) Licensee's use of a superseded or modified (other than by Nuventive) version of the Software Product; (c) the combination, operation or use of the Software Product with any unauthorized third-party software, hardware or other materials; or (d) Nuventive's compliance with any instructions, designs or specifications provided by Licensee. Licensee's right to indemnification is subject to Licensee providing Nuventive: (i) prompt written notice of the claim; (ii) sole control of the defense and settlement of the claim (subject to Licensee's consent to any settlement, not to be unreasonably withheld); and (iii) all reasonable assistance with respect to the defense of such claim. Notwithstanding the foregoing, Licensee reserves the right to be represented by its own counsel in the defense of any such suit, action, or proceeding at its own expense and in accordance with Code of Virginia §2.2-507. Moreover, the compromise or settlement of any such claim by Nuventive must be approved in accordance with Code of Virginia Section §2.2-514 to the extent it does, or would implicate Customer.

12. **SUSPENSION OF SERVICES AND REMOVAL OF CONTENT.** Nuventive may suspend any license, subscription or performance of Services, or reject any Licensee Data: (a) to prevent damages to or interference with Nuventive's products, services or network; (b) to comply with Applicable Law; (c) to protect Nuventive from potential legal liability; or (d) if an undisputed invoice remains unpaid for 45 or more days from its due date.

13. **LIMITATION OF LIABILITY.** NONE OF THE DISCLAIMING PARTIES SHALL HAVE ANY LIABILITY TO LICENSEE OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA OR OTHER INCIDENTAL, CONSEQUENTIAL OR SPECIAL LOSS OR DAMAGE OF ANY KIND OR NATURE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING USE OF THE SOFTWARE PRODUCTS OR PROFESSIONAL SERVICES, EVEN IF THE DISCLAIMING PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, notwithstanding the foregoing, nothing herein shall limit the contractor's liability in instances where contractor's negligence leads to a data breach and loss of subscriber's sensitive data.. THE TOTAL LIABILITY OF THE DISCLAIMING PARTIES TO LICENSEE OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR ANY USE OF THE SOFTWARE PRODUCTS OR PROFESSIONAL SERVICES SHALL NOT EXCEED TWICE THE TOTAL FEES PAID TO NUVENTIVE BY LICENSEE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT FAIL IN THEIR ESSENTIAL PURPOSE, NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF THE SOVEREIGN IMMUNITY OF GMU OR THE COMMONWEALTH OF VIRGINIA.

14. **TERM.** The Term of this Agreement will continue for the Term specified in Exhibit A, unless earlier terminated in accordance with this Agreement. Work Orders will extend until Services are completed, or

**NUVENTIVE  
MASTER SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT**

until earlier termination in accordance with the terms thereof. If any Work Order is terminated prior to completion, Licensee will be responsible for all charges and expenses incurred through the effective date of termination.

**15. TERMINATION.** In addition to any other available rights or remedies, the Contract including this Agreement will terminate 60 days after either party gives the other party written notice of a material breach of this Agreement or any other agreement between Nuventive and Licensee, which breach is not cured (if curable) within such 60 day period. Upon termination for any reason other than Nuventive's material breach, Licensee will not be entitled to any refund except as otherwise provided in the applicable Order Form or by law.

**16. GENERAL PROVISIONS.**

**16.1 Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the non-assigning party. Any attempt by a party to assign such rights or obligations shall be void. Notwithstanding the foregoing or any provision stating otherwise in the Contract, Nuventive may assign this Agreement to any entity succeeding to all or substantially all of the business or assets of any Nuventive line of business by a merger or other similar transaction, or by the sale or acquisition of assets under the same terms and conditions of GMU-1812-22 contract; provided that if the assignee is objected to by Licensee, Licensee, for a period of 30 days after being notified of such assignment or prospective assignment, will have the right to terminate this Agreement by notice to Nuventive. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**16.2 Intentionally Omitted**

**16.3 Governing Law.** The interpretation and enforcement of this Agreement shall be governed by the law of the Commonwealth of Virginia without reference to its choice of law rules.

**16.4 Counterparts.** This Agreement may be executed in any number of identical counterparts.

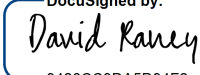
**16.5 Notices.** Any notices or other communications between the parties ("**Communications**") may be provided electronically or through one of the other delivery methods identified in this Section. Electronic Communications may be delivered to any email address provided by the parties for such purpose. Except for notices relating to any allegation of default, suspension or termination under this Agreement, Communications from Nuventive may be posted on the pages within Nuventive's website. Communications hereunder shall be deemed effective when delivered as provided above, or by hand, by facsimile transmission, or upon receipt when mailed by registered or certified mail (return receipt requested), postage prepaid. Notices to Nuventive shall be addressed to the attention of Nuventive's Chief Executive Officer. Notices to Licensee shall be addressed to Licensee's signatory of this Agreement unless otherwise designated in any Order Form or Work Order. Any party may change the address at which it receives notices by giving written notice to the other party.

**16.6 Survival.** The following sections of this Agreement shall survive termination or expiration of this Agreement: 2.2 through 2.5; 3.2 through 3.7; 4; 6 through 13; 15; and 16.3 through 16.7.

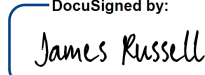
**16.7 Other Provisions.** The Contract, this Agreement and any applicable Exhibit, Order Form and/or Work Order, all of which are incorporated by reference, constitute the entire agreement between the parties with regard to its subject matter. No other agreements, representations, or warranties have been made by either party to the other except as referenced herein, with the exception of contract No. GMU-1812-22 incorporated herein. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. Except for any Exhibit, Order Form, Licensee's Addenda or Nuventive service description entered into by the parties or provided by Nuventive at the time of entry into this Agreement as agreed upon by the parties in writing, no terms or conditions stated in a contract, purchase order or in any other order documentation, notwithstanding any language to the contrary therein, shall be incorporated into or form any part of this Agreement or any Exhibit or Order Form, and all such terms or conditions shall be null and void. Waiver of any provision in one instance shall not preclude enforcement on future occasions. Headings are for reference purposes only and have no substantive effect. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Order Form or Work Order, the terms of such Order Form or Work Order shall prevail.

**IN WITNESS WHEREOF**, the parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date first written above.

**Nuventive, LLC:**

DocuSigned by:  
  
 By: 9426CC9DA5D94E2  
 Name: David Raney  
 Title: CEO  
 Date: 2/17/2023

**George Mason University**

DocuSigned by:  
  
 By (Sign): 2F61E096C77E4DC...  
 Name (Print): James Russell  
 Title: Purchasing Director  
 Date: 2/17/2023

## **Exhibit A**

**Nuventive Software:** Nuventive Improvement Platform Premier Edition

**Licensee:** **George Mason University**

**Designated Contact(s):**

**Contract Term:** Three Years

**License Type:** Subscription Service License for Software Component

**Subscription/Software:** Nuventive Improvement Platform Premier Edition

Included with the core Software:

Nuventive Improve Analytics for the Nuventive Improvement Platform Premier Edition – see: [Improve Analytics Document](#)

Nuventive Connect – LMS – see: [Connect LMS Document](#)

Managed Services will provide ongoing Software Configuration & Support Services for Nuventive Improvement Platform Premier Edition – see: [Managed Services Document](#)

**Annual Subscription Fees:** **\$92,000.00**

**Special Terms:** Upon the expiration of this initial three -year commitment, this Agreement for Nuventive Software (Nuventive Improvement Platform Premier Edition) shall renew upon written consent by Licensee for consecutive additional one-year terms unless either party provides written notification to the contrary at least ninety (90) days prior to the expiration date of the then current term. Any renewal is conditioned on Licensee having a fully paid up subscription for the applicable software for the applicable renewal term. After year three pricing shall be at the then current pricing for the applicable software Package, as specified by Nuventive and noticed to Licensee, or as otherwise agreed to by Nuventive and Licensee by separate amendment of this Agreement not to exceed 2% per annum.

## **SUPPORT AND MAINTENANCE**

**Support.** NUVENTIVE, at its sole option, at any time, may modify the Software Products, issue new versions of the Software Products, or establish rules relating to use of the Software Products, or after the end of Term or any renewal thereof cancel or discontinue the Application. Upon activation of Licensee's subscription, NUVENTIVE shall provide to Licensee Support Services for the NUVENTIVE Software Products. NUVENTIVE will provide on-going Support Services to Licensee's Designated Users until the earlier of: (a) the termination or expiration of this Agreement; or (b) such time as Licensee notifies NUVENTIVE that it is no longer authorizing Users to use the Software Products. Support services shall include: (i) diagnosis and response to Material Defects via telephone or email; and (ii) providing telephone and email support and providing qualified personnel to aid in the diagnosis and response to Material Defects. With respect to NUVENTIVE Software installed on-premises at Licensee's location, Support Services do not include, as applicable: (A) visits to Licensee's site; (B) work with or relating to any third-party equipment or software; (C) configuration, setup or installation of NUVENTIVE Software; (D) training or consultation with Users; (E) Professional Services associated with the implementation, installation, configuration or customization of the Software Products, or development of templates or models; or (F) other services associated with the Software Products, including without limitation custom development, knowledge transfer, or other services that may be covered in any service agreement with NUVENTIVE or any third party. NUVENTIVE shall provide telephone consultation within two (2) business days of NUVENTIVE's receipt of a telephone request from a Designated Contact for Support Services during Nuventive Business Hours (Monday-Friday, 9 a.m.-6 p.m. Eastern Time). For calls received after Nuventive Business Hours, NUVENTIVE shall provide a means whereby requests for consultation can be recorded outside of Nuventive Business Hours. Training on how to use the Application, if offered by NUVENTIVE to Licensee pursuant to Exhibit A, will be provided to Licensee at the rates set forth on Exhibit B.



## **Specifications and Requirements: Nuventive Improvement Platform Essential Edition**

**Nuventive Platform™ Requirements:** The Nuventive Platform is 100% cloud-based SaaS (Software as a Service), running completely in Microsoft Azure. No local server, or end user installation required. Licensee shall be responsible for procuring, at its expense, the necessary Microsoft Azure AD account subscription and can work with Nuventive Support to configure the authentication process of users from Azure Active Directory, or an Identity Provider (IDP) that supports SAML2.

Clients may use a Microsoft Windows based operating system or Apple OSX. Clients must be running Google Chrome, Microsoft Edge, Mozilla Firefox, or Safari. Nuventive generally works to be compatible with new versions of these browsers following their release but in advance cannot make any guaranties regarding timing or specific versions.

**EXHIBIT B****WORK ORDER**

<b>1. Administration</b>		
<b>Customer:</b>	George Mason University	
<b>Address:</b>	4400 University Dr. Fairfax, VA 22030	
<b>Customer Contact:</b>	Karen Manley	
<b>Customer Phone:</b>	703-993-8834	
<b>Customer Email:</b>	kmanley@gmu.edu	
<b>Customer Purchase Order Number:</b>		
<b>Nuventive Professional Services Contact:</b>	David Choban Director of Professional Services	<b>Email:</b> <a href="mailto:dchoban@nuventive.com">dchoban@nuventive.com</a>
<b>Nuventive Sales Contact:</b>	Dan Zuppardo Regional Sales Executive	<b>Email:</b> <a href="mailto:dzuppardo@nuventive.com">dzuppardo@nuventive.com</a>

<b>2. Work</b>
<b><u>Nuventive Professional Category:</u></b>
Implementation Services for Nuventive Improvement Platform Essential Edition (one-time fee) <a href="#">Implementation Services</a> - ESSENTIAL
Managed Services to provide ongoing Configuration & Support of Nuventive Improvement Platform Essential Edition 1 INCLUDED, SEE: <a href="#">Managed Services Document</a>
Additional Professional Services or Training will be \$220/hour, subject to annual adjustment
<b>total :</b>

<b>3. Work Details</b>
Location(s) where the Services will be rendered: <i>Remote</i>

<b>4. Additional Terms &amp; Conditions</b>
<i>Travel &amp; expenses, if any, related to the on-premises delivery of professional services or training will be billed at actual expense incurred.</i>

George Mason University  
RFP GMU-1812-22  
Nuventive, LLC  
Negotiation Memorandum

The evaluation committee has completed the evaluation and scoring of all proposals received for RFP GMU-1812-22 and have identified your firm as one of the finalists. We are prepared to move to round one negotiations. We have a few items that we would like to negotiate and that we need additional clarification regarding. Please see below and respond to the points below your earliest convenience but no later than 2:00PM (EST), on October 17, 2022:

These Negotiations will be incorporated as part of any resulting standard contract between GMU and the Offeror:

1. End User/Committee Questions & Requests for Nuventive Please provide detailed answers and additional documentation if necessary, in order to thoroughly answer the questions below:

- i. Please confirm the deliverable timeline for each phase of the project (development, testing, roll-out, etc.).

Yes. A typical implementation takes 12 weeks from the kickoff meeting for the initial improvement process (e.g. Learning Outcomes Assessment, Program Review, General Education, etc.). The Gant chart provided in the RFP conveys a typical timeline for each phase (Design, Configure, Deploy). Each subsequent process is typically quicker. Factors influencing the timeline include:

- Complexity of process. The 12-week timeline is based on typical process setup. If the client's process is more complex than typical, this could impact the timeline.
  - Response time from client on process decisions.
  - Availability of client due to scheduling conflicts
  - Size of the client's implementation team. Larger teams (greater than 4 people) may impact timeline due to extended conversations and client decision making.
    - The roll-out and training is led by the client, with support from Nuventive. Therefore, Nuventive does not control the roll-out timeline.
- ii. The committee has requested that Nuventive provide "guarantees of performance and up time." This should include language regarding how much the product is expected to be down throughout the year.  
[See attached Nuventive SLA](#)
  - iii. Vendor upload of historical assessment data into the Nuventive platform will be covered under the implementation fee with no additional costs.  
[Correct. No additional costs will be incurred by the client for uploading existing vendor reports and data.](#)
  - iv. Mason request that custom report creation is available throughout the contract period and is included in the annual pricing.  
[Custom dashboards can be requested and created throughout the contract period with no additional costs. Printable reports can also be customized within the customization capabilities \(e.g. visible fields, parameter options, color theme, logos, etc.\) included within the Nuventive Platform with not additional costs.](#)
  - v. Mason request that potential LMS integration be deferred until Mason adopts a new LMS in 1-2 years with no additional cost.



Yes. The LMS integration can be deferred with no additional costs.

- vi. We are requesting that Nuventive agree, as part of any resulting contract, that upon termination of the contract Nuventive will provide all customer data in a standard format within a reasonable timeframe.

This is addressed in the license agreement section 2.3 (Return of Licensee Data) – The format will be an Azure SQL database backup

- vii. Nuventive has confirmed that they can provide a SOC 2 Type II or another comparable third-party audit for their firm. As part of our Architectural Standards Review Board (ASRB) Process the ASRB will ask Nuventive to provide this information and may also request your third (3<sup>rd</sup>) party hosting provider's SOC 2 Type II or 3<sup>rd</sup> party audit information as well. If GMU must sign any agreements/NDA's/or follow any special process to obtain this information (either for Nuventive or your 3<sup>rd</sup> party hosting vendor) please state what that process would be below.

We do require and NDA for our SOC2 report – See attached. Once executed we will provide the SOC2. Related to Microsoft Azure (hosting environment) ALL of their SOC2 and other privacy and security audits and reports can be found here: <https://www.microsoft.com/en-us/trustcenter/compliance/soc>

## 2. Pricing:

At this time, we request that you re-visit your pricing and apply any available discounts or pricing breaks. Please address specific pricing requests below:

- a. Mason is requesting that, for the first three (3) years of this contract, the Improvement Platform Premier Edition pricing fee remain fixed with no annual increase per annum. Every year thereafter, if Mason opts to renew, pricing increases shall not exceed 2% per annum and must be approved by the Buyer with feedback from Contractor Administrator (CA) prior to renewal.

Yes, Nuventive has revised the Premier Pricing to reflect above request. Please see Pricing Attachment

- b. In light of the potential for a multi-year award Mason is requesting Nuventive waive the scoping effort and implementation one-time cost.

Yes, Nuventive has waived the one time scoping and implementation costs

- c. Mason is willing to enter into a three (3) year base contract for this solution with seven (7) optional, one (1) year renewal options. This could result in a ten (10) year contract arrangement with Nuventive if all renewals are executed. We would appreciate it if you could take that into consideration, as well as the likely opportunity for scope growth in the future, when considering your discounts and increase those discounts accordingly.

- d. An incentive to being awarded a contract with George Mason University is that it will be a cooperative contract vehicle through VASCUPP, Virginia Association of State College & University Purchasing Professionals, which can and likely will be used by other Commonwealth of Virginia Universities and state agencies. It will also be open and available to agencies outside of the Commonwealth of Virginia as this RFP will result in a cooperative, competitively solicited contract. Please note that you do not have to resubmit your entire proposal if you are only adjusting your pricing. We only need to see the pricing adjusted unless other aspects of your offer are impacted.

## 3. GMU Standard Contract GMU-1812-22 Terms and Conditions:

As part of Request for Proposal RFP GMU-1822-12 Mason provided a Sample Contract (Attachment B) and a Data Security Addendum (Attachment C). It is the intent of this solicitation to base the final contractual documents off of Mason's standard two-party contract, Mason's General Terms and Conditions, and Mason's Data Security Addendum (DSA). We would like to inquire if Nuventive will negotiate the redlined items and will Nuventive require Mason to incorporate any of your firm's documents or terms and conditions into the final contract if award is made to your firm?

[Yes, we are willing to negotiate the redlined items.](#)

Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason's Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of this contract. If Nuventive requires any other documentation or language to appear in the final contract please provide those documents to me for my review. If there is any other language in any of the Mason documents mentioned above that Nuventive takes issue with, please supply those redlines and questions to my attention as soon as possible.

[Yes, our standard contract which was previously provided and referenced in the redline, will be incorporated into the final contract.](#)

Note: As an entity of the Commonwealth of Virginia (a government agency) - Mason cannot agree to the following:

- An express or implied waiver of sovereign immunity.
  - An agreement to indemnify, defend or hold harmless any entity.
  - An agreement to maintain insurance.
  - An agreement providing for binding arbitration.
  - An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages.
  - Waiver of jury trial.
  - Choice of law or venue other than the Commonwealth of Virginia.
  - Untimely delay or failure to reach an acceptable agreement/contract may result in Mason being unable to move your firm to the next phase in the RFP process.
4. Architectural Standards Review Board (ASRB): We would like to reiterate that, after negotiations have concluded but prior to contract award, Nuventive will be required to submit their system/solution to Mason's ASRB for review/approval. The ASRB will review your system for security, accessibility (508 compliance), ease/ability to integrate with existing systems, etc. The Offeror must agree to submit their product/system/software to ASRB and submit any requested information to assist in the review process. ASRB approval is required prior to contract award or funding being released to procure the system/product.

The contractor should be prepared to submit any of the following items including but not limited to;

- Data Dictionary identifying the data elements available for use in the product,
- Data integration documentation,
- Architecture diagrams,
- Security documentation (SOC 2 Type II (or another comparable third-party audit),
- VPAT, and a useable software demo or "sandbox" for accessibility testing,
- And any single sign-on documentation.
- Additional documentation or items may be requested as needed during the review process.
- The contractor may be asked to answer ASRB questions verbally or in writing

It is imperative that the Contractor comply with these requests in a timely fashion as any delay will

result in a delay of contract award. Failure to provide documentation or extended delay may result in negotiations concluding, your offer being rejected or an award being rescinded.

Please advise if Nuventive understands this requirement and will comply with this review.

[Yes, Nuventive understands this requirement and will comply with this review.](#)



October 31, 2022

Dear Ms. Lymas,

Nuventive appreciates the opportunity to be invited to submit its Best and Final Offer (BAFO), as one of the top finalists, in consideration for the award determination. It would be a pleasure to partner with GMU on this project. We have provided revised pricing for the Nuventive Improvement Platform Premier Edition. We have provided two pricing alternatives for a Three-year term. The first option is a three-year fixed term with additional renewal rates for years 4-10 not to exceed 2% per annum. The second option is a three-year term with a one-time upfront payment with additional renewal rates for years 4-10 not to exceed 2% per annum. Both pricing alternatives include scoping, implementation, and managed services. We would be happy to work with George Mason University to make sure that cost does not prevent us from working together.

Nuventive looks forward to having the opportunity to work together.

Dan Zuppardo

### ***Proposed Premier Pricing for George Mason University 3-Year Term***

Nuventive is proposing two pricing alternatives:

The first Pricing Proposal is a 3-Year annual subscription.

The second Pricing Proposal is a 3-Year term with a onetime upfront payment.

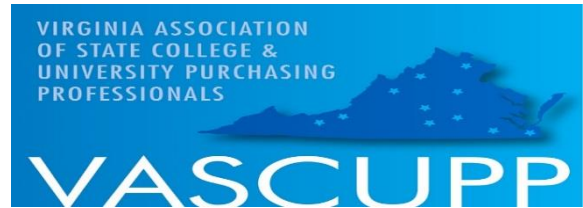
Scoping, Implementation, and Managed Services are included in the cost.

Years 4-10 should GMU opt to renew pricing increases will not exceed 2% per annum.

<b>Nuventive Improvement Platform Premier Edition</b>		
<b>Nuventive Improvement Platform Pricing Premier Option 1</b>	<b>Three Year Annual subscription</b>	
Premier First year		\$92,500
Total Second year cost		\$92,500
Total Third year cost		\$92,500
<b>Total Three-year cost</b>		<b>\$277,500</b>



Purchasing Department  
4400 University Drive, Mailstop 3C5  
Fairfax, VA 22030  
Voice: 703.993.2580 | Fax: 703.993.2589  
<http://fiscal.gmu.edu/purchasing/>



## REQUEST FOR PROPOSALS GMU-1812-22

**ISSUE DATE:** May 27, 2022

**TITLE:** Assessment & Accreditation Management System

**PRIMARY PROCUREMENT OFFICER:** Grace Lyman, Assistant Director, [glyman@gmu.edu](mailto:glyman@gmu.edu)

**SECONDARY PROCUREMENT OFFICER:** James F. Russell, Director, [jrussell@gmu.edu](mailto:jrussell@gmu.edu)

**QUESTIONS/INQUIRIES:** E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM Eastern Time (ET) on June 10, 2022. **All questions must be submitted in writing.** Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM ET on June 17, 2022. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

**PROPOSAL DUE DATE AND TIME:** July 1, 2022 @ 2:00 PM ET. **SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.**

**In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.**

Name and Address of Firm:

Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_

DBA: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Signature

FEI/FIN No. \_\_\_\_\_

Name: \_\_\_\_\_

Fax No. \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone No. \_\_\_\_\_

SWaM Certified: Yes: \_\_\_\_\_ No: \_\_\_\_\_ (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: \_\_\_\_\_

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules*, § 36 or against a Bidder/Offeree because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with a qualified vendor to provide a campus-wide integrated solution for capturing and tracking assessment data of program-level student learning outcomes, administrative support unit outcomes, co-curricular outcomes, and general education assessment data along with an accreditation platform for compiling, presenting, and submitting the SACC SOC compliance certification George Mason University. George Mason University (herein after referred to as “Mason,” or “University”) is an educational institution and agency of the Commonwealth of Virginia.
- II. **PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>
- III. **COMMUNICATION:** Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.
- IV. **FINAL CONTRACT:** ATTACHMENT B to this solicitation is Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason’s standard two-party contract and Mason’s General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason’s General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.

Contracts will only be issued to the FEI/FIN Number and Firm listed on the signed cover page submitted in your RFP response. Joint proposals will not be accepted.

- V. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the contractor.

The University may require the Contractor provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. 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 the contract no matter the circumstances.

Use of the resulting contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- VI. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>
- VII. **SWaM CERTIFICATION:** Vendor agrees to fully support the Commonwealth of Virginia and Mason’s efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by Mason and the Virginia Department of

Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. <https://www.sbsd.virginia.gov/>

**VIII. SMALL BUSINESS SUBCONTRACTING PLAN:** All potential offerors are required to fill out and submit Attachments A with their proposal.

Note: Invoices shall only be submitted to Mason by the entity awarded a contract. Subcontractors cannot submit invoices to Mason under any resulting contract.

**IX. PERIOD OF PERFORMANCE:** One (1) year from Effective Date of contract with nine (9) successive one-year renewal options. (or as negotiated). Mason is open to negotiating multi-year commitments as long as it represents a demonstrated value and/or cost savings to the University.

**X. BACKGROUND:** George Mason University (“Mason”) is the largest public research university in Virginia, serving more than 38,000 students from all States and over 130 countries. Our identity was forged in 1972 building upon Virginia's strong ideals of academic excellence and service. Today, that spirit energizes us as a leader in scholarship and research and strengthens our commitment to prepare career-ready graduates who are able to meet the complex needs of a rapidly changing world. As Virginia’s largest public research intensive (R1) university, we set the standard for a bold, progressive education that serves our students and communities. As a public, comprehensive, research university established by the Commonwealth of Virginia in the National Capital Region, our mission is to be an innovative and inclusive academic community committed to creating a more just, free, and prosperous world.

Mason offers more than 200 degree-granting academic programs and over 100 undergraduate and graduate certificate programs.

Mason has campuses in Fairfax, Arlington, and Prince William counties. In addition to these three campuses, George Mason University operates a site in Woodbridge, VA and has partnered with the Smithsonian Institution to create the Smithsonian-University School of Conservation in Front Royal, Virginia. Approximately 6,000 employees are distributed at these locations. Mason also offers programs online and at the Center for Innovative Technology in Herndon. Each location has a distinctive academic focus that plays a critical role in the economy of its region.

### **About Institutional Effectiveness and Planning at Mason**

The Office of Institutional Effectiveness and Planning (OIEP) advances the strategic goals of George Mason University through collaborations and partnerships that engage stakeholders (senior leaders/administration, faculty, staff, and students) in data-informed strategic, operational, and tactical decisions. OIEP serves as the official source of university data and analytics, informs the strategic planning process of the university by delivering key strategic information in response to external accountability demands, and leads in the evaluation of institutional effectiveness including:

- Annual assessment of student learning outcomes and administrative/co-curricular outcomes
- Mason Core assessment (general education)
- Academic/unit program review
- Assessment of major strategic initiatives

### **Project Background and Request**

Mason has used assessment and accreditation management systems for over fifteen years and is looking to upgrade from its current system. The Office of Institutional Effectiveness and Planning will be responsible for managing the system and providing guidance and support to academic, administrative, and student support units. Mason seeks a campus-wide integrated solution for capturing and tracking assessment data of program-level student learning outcomes and administrative/student support unit outcomes; providing an accreditation platform for compiling, presenting, and submitting SACSCOC reports; providing a solution for supporting academic/unit program reviews; and capturing and tracking course-level assessment data of the Mason Core (general education).

**XI. STATEMENT OF NEEDS:** Mason is seeking a professional, qualified, and knowledgeable consulting and/or technology organization that can provide a comprehensive assessment management platform that allows faculty and staff to input assessment data, develop reports, and monitor continuous improvement strategies. Additionally, the solution should support regional accreditation (SACSCOC) efforts. The solution will be capable of integrating with the

university's Learning Management System (Blackboard), Student Information System (Banner), and potentially enterprise data warehouse. Key areas to be addressed by one software solution, are expected to include, but may not be limited to, the following:

- Academic, Administrative, and Co-Curricular Program-Level Assessment
- Regional Accreditation Activities and Reports
- Program Review
- General Education (Mason Core) Assessment

### **Expected Scope of Services**

This project must be responsive to meeting the critical need described in the text above. Offerors should prepare their proposals to address our needs, delineating how they will provide services along a timeline. The budget should be structured to reflect total costs and costs for services proposed.

Key areas to be addressed by the proposed approach are expected to include, but may not be limited to, the following:

- Description of software tool(s) proposed.
- Description of business process redesign, change management, and related consulting approaches.
- Description of how business process redesign will align with proposed tools, along both functional and technical requirement elements.
- Recommendations regarding operational and technical implementation.
- Description of how the offeror will integrate proposed solutions with current systems or transition smoothly from current systems.
- Full timeline proposed, through implementation phases.

Offerors are expected to provide a detailed approach, including estimated hours and rates (and other, relevant expenses) along with supporting justification.

**\*\*See Appendices A-C for detailed general requirements, existing systems, and functional requirements.**

## **XII. COST OF SERVICES:** Provide detailed pricing for any systems/software, consulting/services, training, travel, etc., being proposed and include the following.

- Please provide and break out separately all one-time and recurring costs associated with your offered solution/system. Offerors should provide costs for implementation, integration, support/services, training, development, and maintenance costs. Your pricing/cost of services quoted should be inclusive of all associated costs for this system/solution/service.
- If there are any discounts available for volume, multi-year commitments, enterprise wide licensing, etc. please make sure to clearly state those in your proposal.
- Describe how you propose to handle any travel or out-of-pocket expenses related to provisions of these services. Specifically address expenses for resources based in locations near Mason. As part of your offer (if travel reimbursement or travel fees/costs/expense are to be billed) your organization must agree to accept to be reimbursed in accordance with Mason's per diem policies/requirements (GSA per diem rates). Please clearly outline any travel requirements/costs/expenses in your offer.

## **XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

### **A. GENERAL REQUIREMENTS:**

1. **RFP Response:** In order to be considered, Offerors must submit a complete response to Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit one (1) signed copy of the entire proposal including all attachments and proprietary information. If the proposal contains proprietary information, then submit two (2) proposals must be submitted; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2d below for further details). The Offeror shall make no other distribution of the proposals.

At the conclusion of the RFP process proposals with proprietary information removed (redacted versions) shall be provided to requestors in accordance with Virginia's Freedom of Information Act. Offerors will not be notified of the release of this information.

**ELECTRONIC PROPOSAL SUBMISSION:** Due to the Coronavirus/COVID-19 outbreak, at this time, and until further notice, Mason will only be accepting electronic proposal submissions for all current Request For Proposals and Invitation For Bids.

**The following shall apply:**

- a. You must submit your bid/proposal, and it must be received prior to the submission deadline, at both the primary and secondary procurement officer's email address as specified in the Bid/RFP.
- b. The subject line of your email submission should read, "**RFP GMU-1812-22**" If you are sending multiple emails, please state so in the subject line with the wording, "This is email # \_ of \_ total".
- c. The Offeror must ensure the proposals are delivered to the procurement officers' email inboxes, sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through any filters or email traffic. Mason recommends you submit your proposal the day prior to the due date.**
- d. If your proposal contains proprietary information you must submit two proposals; one full proposal and one with proprietary information redacted (See 2d below).
- e. While you may send your proposal in multiple emails, each email itself may only have one PDF attachment containing all supplemental information and attachments.
- f. Each email may not be larger than 20MB.
- g. All solicitation schedules are subject to change.
- h. Go to Mason's Purchasing website for all updates and schedule changes. <https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>

2. Proposal Presentation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

A WORD version of this RFP will be provided upon request.

- d. Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in

accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate attachment of the proposal with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

**IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential. If after given a reasonable time, the Offeror refuses to withdraw the aforementioned designation, the proposal will be rejected.**

3. Oral Presentation: Offerors who submit a proposal in response to this RFP **may be** required to give an oral presentation/demonstration of their proposal/product to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations will be scheduled at the appropriate time.

Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the Offeror's staff can be evaluated prior to making selection. Oral presentations are an option of Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete.

- B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and detailed as possible to allow Mason to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors should submit the following items as a complete proposal.

1. Procedural information:

- a. Return signed cover page and all addenda, if any, signed and completed as required.
- b. Return Attachment A - Small Business Subcontracting Plan.
- c. State your payment preference in your proposal response. (See section XVI.)
- d. Review and if necessary, provide any exceptions/red-lines to Mason's Attachment B – Sample Contract. It is the intent of this solicitation to base the final contractual documents off of Mason's standard two-party contract and Mason's General Terms and Conditions. If you intend to amend our contract to include your Master Software/Services Agreement or any additional terms and conditions, please provide a copy of that document and state as such in your offer.
  - Note: As an entity of the Commonwealth of Virginia (a government agency) - Mason cannot indemnify a vendor, waive our sovereign immunity, agree to the Governing Law of another state, or limit a vendor's liability in instances of negligence, death/loss of life, or in instances where negligence on the part of the vendor leads to a data breach where sensitive/personally confidential information is lost. Please take this into consideration when submitting your terms and conditions/MSA/or redlining Mason's contract.
  - Untimely delay or failure to reach an acceptable agreement/contract may result in Mason rejecting your offer.
- e. Provide your organization's VPAT (this can be attached as an Appendix).

2. Qualifications and Experience: Describe your experience, qualifications and success in providing the services described in the Statement of Needs to comparable universities to include the following:

- a. Names, qualifications and experience of personnel to be assigned to work with Mason.
- b. Resumes of personnel working with Mason.

3. **Specific Plan (Methodology):** Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:
  - a. Your approach to providing the services described herein.
  - b. What, when and how services will be performed.
4. **References:** No fewer than three (3), preferably from other comparable higher education institutions (but other similarly sized institutions/organizations/state and federal agencies, etc. with similar scopes/requirements are also acceptable) to which your firm is/has provided these goods and services, which are similar in size and scope, to that which has been described herein, that demonstrate the offeror's qualifications. References must include the following:
  - a. Organization Name
  - b. Point of Contact Name at Organization
  - c. Point of Contact Email
  - d. Point of Contact Phone Number
  - e. Contract or Project Number or other reference ID (if applicable)
  - f. Date of Contract/Project/Purchase Order Award (if applicable)
  - g. Contract/Project/Purchase Order Amount (if applicable)
5. **Proposed Pricing:** Provide proposed cost/pricing off all elements of your offer. See Section XII. Cost of Services. Cost proposals should be inclusive of all cost/prices to meet the requirements outlined in Section XI. Statement of Needs and Appendices A through C.
6. In your proposal response please address the following:
  - a. Are you and/or your subcontractor currently involved in litigation with any party?
  - b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
  - c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
  - d. In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.

#### **XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:**

- A. **INITIAL EVALUATION CRITERIA:** Proposals shall be initially evaluated and ranked using the following criteria:

	<b><u>Description of Criteria</u></b>	<b><u>Maximum Point Value</u></b>
1.	Quality of products/services offered and suitability for the intended purpose	25
2.	Qualifications and experience of offeror in providing the goods/services	20
3.	Specific plans or methodology to be used to provide the services	25
4.	Proposed Pricing	20
5.	Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	10
Total Points Available:		<hr/> 100

- B. **AWARD:** **Following the initial scoring by the evaluation committee,** at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. ***If oral presentations are conducted Mason will then determine, in its sole discretion, which offerors will advance to the negotiations phase.*** Negotiations shall then be conducted with each of the offerors so selected. Price

shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Mason shall select the offeror which, in its sole discretion has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should Mason determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Governing Rules §49.D.*).

**XV. CONTRACT ADMINISTRATION:** Upon award of the contract, Mason shall designate, in writing, the name of the Contract Administrator who shall work with the contractor in formulating mutually acceptable plans and standards for the operations of this service. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, or their designee(s) however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope of the work or change the basis for compensation to the contractor.

**XVI. PAYMENT TERMS / METHOD OF PAYMENT:**

*PLEASE NOTE: THE VENDOR MUST REFERENCE THE PURCHASE ORDER NUMBER ON ALL INVOICES SUBMITTED FOR PAYMENT.*

Option #1- Payment to be mailed in 10 days-Mason will make payment to the vendor under 2%/10 Net 30 payment terms. Invoices should be submitted via email to the designated Accounts Payable email address which is [acctpay@gmu.edu](mailto:acctpay@gmu.edu).

The 10-day payment period begins the first business day after receipt of proper invoice or receipt of goods, whichever occurs last. A paper check will be mailed on or before the 10<sup>th</sup> day.

Option #2- To be paid in 20 days. The vendor may opt to be paid through our Virtual Payables credit card program. The vendor shall submit an invoice and will be paid via credit card on the 20<sup>th</sup> day from receipt of a valid invoice. The vendor will incur standard credit card interchange fees through their processor. All invoices should be sent to:

George Mason University  
Accounts Payable Department  
4400 University Drive, Mailstop 3C1  
Fairfax, VA 22030  
Voice: 703.993.2580 | Fax: 703.993.2589  
e-mail: [AcctPay@gmu.edu](mailto:AcctPay@gmu.edu)

Option#3- Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor's bank account. For additional information or to sign up for electronic payments, go to <http://www.paymode.com/gmu>. There is no charge to the vendor for enrolling in this service.

**Please state your payment preference in your proposal response.**

**XVII. SOLICITATION TERMS AND CONDITIONS:**

- A. GENERAL TERMS AND CONDITIONS – GEORGE MASON UNIVERSITY:  
<http://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>
- B. SPECIAL TERMS AND CONDITIONS (Also see ATTACHMENT B – SAMPLE CONTRACT which contains terms and conditions that will govern any resulting award).
  1. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s).
  2. COMPLIANCE WITH LAW: (If Applicable): All goods and services provided to George Mason University shall be done so in accordance with any and all local, state and federal laws, regulations



and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.

3. **CONFLICT OF INTEREST:** By submitting a proposal the contractor warrants that he/she has fully complied with the Virginia Conflict of Interest Act; furthermore certifying that he/she is not currently an employee of the Commonwealth of Virginia.
4. **OBLIGATION OF OFFEROR:** It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the Offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from this contract because of any misunderstanding or lack of information.
5. **RFP DEBRIEFING:** In accordance with §49 of the *Governing Rules* Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.

**XVIII. RFP SCHEDULE (Subject to Change):**

- Issue in eVA: 5/27/2022
- Vendors submit questions by: 6/10/2022 by 4:00 PM ET
- Post Responses to Questions: 6/17/2022 by 5:00 PM ET
- Proposals Due: 7/1/2022 @ 2:00 PM ET
- Proposals to Committee: 7/6/2022
- Review and Score Proposals: 7/7/2022 – 7/18/22
- Scores to Purchasing: 7/19/2022
- Oral presentations (if necessary): 7/20/2022 – 7/27/2022
- Negotiations/BAFO: Start week of 8/1/2022
- ASRB 4-6 weeks
- Award: Week of 9/12/2022
- Contract Start Date: TBD

**XIX. ARCHITECTURAL STANDARDS REVIEW BOARD (ASRB) REQUIREMENTS:**

After conclusion of negotiations/Best and Final Offer (BAFO) but prior to award of a contract (and/or release of funding to procure your solution) your solution/system will be submitted to Mason's Architectural Standards Review Board (ASRB). The ASRB will review your system for security, accessibility (508 compliance), ease/ability to integrate with existing systems, etc. The Offeror must agree to submit their product/system/software to ASRB and submit any requested information to assist in the review process. ASRB approval is required prior to contract award or funding being released to procure the system/product.

The contractor should be prepared to submit any of the following items including but not limited to;

- Data Dictionary identifying the data elements available for use in the product,
- Data integration documentation,
- Architecture diagrams,
- Security documentation, including but not limited to the vendor's SOC 2 Type (preferred) and/or your third-party hosting vendor's SOC 2 Type II (or other equivalent security audit). If you cannot provide this documentation for your organization and/or your third-party hosting vendor, please clearly state as such in your offer. If you have a SOC 2 Type II for your organization (or other equivalent security audit) and/or your third-party hosting vendor but require an NDA in order to release it please state as such in your offer and clearly define which organization (you or your third-party vendor) you can provide a SOC 2 Type II (or other equivalent security audit) for and a copy of your NDA. If you are providing an equivalent security audit (not a SOC 2 Type II) please clearly define what type of audit you are submitting.
- VPAT, and a useable software demo or "sandbox" for accessibility testing,
- And any single sign-on documentation.
- Additional documentation or items may be requested as needed during the review process.
- The contractor may be asked to answer ASRB questions verbally or in writing

It is imperative that the Contractor comply with these requests in a timely fashion as any delay will result in a delay of contract award. Failure to provide documentation or extended delay may result in negotiations concluding, your offer being rejected or an award being rescinded.

**ATTACHMENT A**  
**SMALL BUSINESS SUBCONTRACTING PLAN**  
**TO BE COMPLETED BY OFFEROR**

Offerors must advise any portion of this contract that will be subcontracted. All potential offerors are required to include this document with their proposal in order to be considered responsive.

**Small Business:** "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date and time for proposals. This shall also include DSBSD certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at [www.SBSD.virginia.gov](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Who will be doing the work:** ☐ I plan to use subcontractors ☐ I plan to complete all work

**Instructions**

- A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.
- B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

**Section A**

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participations will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

**Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement**

**Subcontract #1**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
 Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
 Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_

**Subcontract #2**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
 Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
 Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_

**Subcontract #3**

Company Name: \_\_\_\_\_ SBSB Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSB Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #4**

Company Name: \_\_\_\_\_ SBSB Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSB Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #5**

Company Name: \_\_\_\_\_ SBSB Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSB Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_



Purchasing Department  
 4400 University Drive, Mailstop 3C5  
 Fairfax, VA 22030  
 Voice: 703.993.2580 | Fax: 703.993.2589  
<http://fiscal.gmu.edu/purchasing/>

## ATTACHMENT B – SAMPLE CONTRACT GMU-1812-22

**Note: Other documents may be incorporated into this document, either by way of attachment or by reference, but in all cases this contract document shall take precedence over all other documents and will govern the terms and conditions of the contract.**

This Contract entered on this \_\_\_\_ day of \_\_\_\_\_, 2022 (Effective Date) by \_\_\_\_\_ hereinafter called “Contractor” (located at \_\_\_\_\_) and George Mason University hereinafter called “Mason,” “University”.

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide \_\_\_\_\_ for the \_\_\_\_\_ of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. (or as negotiated)
- IV. **PRICE SCHEDULE:** As negotiated
- V. **CONTRACT ADMINISTRATION:** \_\_\_\_\_ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** As negotiated
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
  - A. This signed form;
  - B. Data Security Addendum (attached);
  - C. Negotiation Responses dated XXXXX (incorporated herein by reference);
  - D. RFP No. GMU-XXXX-XX, in its entirety (incorporated herein by reference);
  - E. Contractor’s proposal dated XXXXXX (incorporated herein by reference).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “Governing Rules” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **CONTRACT PARTICIPATION:** *As negotiated.* It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to

accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. 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 the contract no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

#### **X. STANDARD TERMS AND CONDITIONS:**

- A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. **ANTI-DISCRIMINATION:** By entering into this Contract, Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this Contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. **ANTITRUST:** By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. **ASSIGNMENT:** Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason,

its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
  - 1. The parties may agree in writing to modify the scope of this Contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of this Contract.
  - 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the



disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.

- K. **CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:  
Chief Procurement Officer  
George Mason University  
4400 University Drive, MSN 3C5  
Fairfax, VA 22030
  2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
  3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
  4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. **COLLECTION AND ATTORNEY'S FEES:** The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. **COMPLIANCE:** All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: 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), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. **CONFLICT OF INTEREST:** Contractor represents to Mason that its entering into this Contract with Mason 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 Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. **CONTINUITY OF SERVICES:**

1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
    - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
    - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
    - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
  2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
  3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. **DEFAULT:** In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. **EXPORT CONTROL:**
1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
    - A. notify Mason (by sending an email to [export@gmu.edu](mailto:export@gmu.edu)), and
    - B. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition

Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: [export@gmu.edu](mailto:export@gmu.edu).
- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, 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 Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

- BB. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating

authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured.

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, Workers' Compensation, and Commercial Automobile Liability Insurance.

CC. **INTELLECTUAL PROPERTY:** Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

1. 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 Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract 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. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

DD. **NON-DISCRIMINATION:** All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

EE. **PAYMENT TO SUBCONTRACTORS:** The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

FF. **PUBLICITY:** The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.

GG. **REMEDIES:** If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may

terminate this Contract without prior notice.

- HH. **RENEWAL OF CONTRACT:** This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available.
- II. **REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES:** Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>."
- JJ. **RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA:** Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If Mason 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 Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.
- KK. **SEVERABILITY:** Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- LL. **SOVEREIGN IMMUNITY:** Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- NN. **SWaM CERTIFICATION:** Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.

OO. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
3. 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 Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract 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 Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason'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 the Contract, required by law, or authorized in writing by the University.
7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

PP. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment 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 Contractor'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. At a minimum, Contractor shall use industry-standard and up-to-date security tools and

technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.
3. Mason reserves the right in its sole discretion to perform audits of Contractor, at Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

QQ. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor's facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor 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 Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

RR. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason's review and approval.

SS. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.



**Contractor Name**

Signature

Name:

Title:

Date:

**George Mason University**

Signature

Name:

Title:

Date:

**ATTACHMENT C**  
**Data Security Addendum for inclusion in GMU-1812-22 with**  
**George Mason University (the "University")**

This Addendum supplements the above-referenced Contract between the University and Full legal name of Firm/Vendor. ("Selected Firm/Vendor") dated (the "Contract"). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under a Contract or Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of Sensitive University Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

This Addendum sets forth the terms and conditions pursuant to which Sensitive University Data will be protected by the Selected Firm/Vendor during the term of the Parties' Contract and after its termination.

**1. Definitions**

Terms used herein shall have the same definition as stated in the Contract. Additionally, the following definitions shall apply to this Addendum.

- a. **"Personally Identifiable Information ("PII")"** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
- b. **"University Data"** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
- c. **"Sensitive University Data"** means data identified by University to Selected Firm/Vendor as Sensitive University Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information.
- d. **"Securely Destroy"** means taking actions that render data written on 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.
- e. **"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.
- f. **"Services"** means any goods or services acquired by the University from the Selected Firm/Vendor.

**2. Data Security**

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Sensitive University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption. Additionally, Selected Firm/Vendor warrants that all Sensitive University Data shall be Securely Destroyed, when destruction is requested by University.
- b. If Selected Firm/Vendor's use of Sensitive University Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Contractor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or

integrity of any cardholder data.

**3. Employee Background Checks and Qualifications**

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Sensitive University Data: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

**4. Security Breach**

- a. Liability. 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 of Sensitive University Data, 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.

**5. Audits**

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor’s security policies, procedures and controls; ii) vulnerability scan, performed by a scanner approved by the University, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
- b. 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 the Contract. 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.
- c. AICPA SOC Report (Type II)/per SSAE18: Vendor must provide the University with its most recent Service Organization Control (SOC) audit report and that of all subservice provider(s) relevant to the contract. It is further agreed that the SOC report, which will be free of cost to the University, will be provided annually, within 30 days of its issuance by the auditor. The SOC report should be directed to the appropriate representative identified by the University. Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.

IN WITNESS WHEREOF, this Addendum has been executed by an authorized representative of each party as of the date set forth beneath such party’s designated representative’s signature.

**Selected Firm/Vendor**

**George Mason University**

By:\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

## **Appendix A:**

### *Summary of the functional areas and business requirements:*

#### **General Requirements**

##### **Forms & Administration**

Please provide a response on the required functionality available through an administrative user interface:

- View and edit hierarchy of the institution based upon user status
- Create forms with summative and formative feedback.
- Platform to support annual program learning outcome assessment
- Platform to support annual general education assessment
- Platform to support annual Program Review for academic and non-academic departments
- Capability to upload artifacts supporting assessment and program review process
- Capability to transfer files or link courses from LMS (Blackboard) into assessment or program review platform
- Platform supporting the following aspects of regional accreditation through the Southern Association of Schools and Colleges Commission on Colleges (SACSCOC):
- Capability to interface with all standards associated with the 5-year and 10-year SACSCOC review
- Ability to write narrative and link and/or attachment documentation for all standards associated with 5-year and 10-year SACSCOC review
- Ability to link assessment and program review reports to various SACSCOC standards
- Ability to support a web-based SACSCOC compliance report that can be downloaded as a single document
- Platform supporting standards associated with external accreditation efforts similar to those of SACSCOC
- Customize nomenclature to reflect currently used terminology at Mason
- Create a landing page with announcements and instructions that can be managed by local administrators

##### **Reporting**

Mason requires the ability to:

- Allow users to generate reports appropriate to their level of access
- Generate reports for individual standards associated with regional or programmatic accreditation efforts
- Generate bulk assessment or program review reports for entire school or university
- Brand different reports with different themes.
- Show different types of report content for different groups of instructors, courses, and audiences
- Export a list of report viewers.
- Generate longitudinal reports for a particular program, school, or university
- Receive reports in PDF format.
- Data be downloaded directly from the user interface in format that easily lends itself to additional analyses (e.g.: Excel, Word, etc.).

##### **Implementation process**

- Please describe the models available (e.g., self-service implementation by university IT only; partnered implementation by university IT with vendor assistance; vendor-driven implementation primarily by vendor or partner consultants).
- What is a typical timeline for implementation for a university system of our size?
- What staff resources must the customer provide and devote to the implementation?
- What staff resources does the vendor devote to implementation?
- What training resources or procedures are provided during and after implementation?
- How will project management be handled in the implementation?
- Case studies of implementations from clients similar to Mason are encouraged. The vendor will be asked to provide two or three references of university clients who we may contact directly.
- Mason has several years of existing assessment reports. Does a standard implementation include report migration? If so, what is the migration process?

##### **Customer Support**

- Is support included in the annual fees? If so, does it entitle us to unlimited access to technical support?
- Is support available by phone, email, website, and online chat?
- What are the support hours?
- Does your company provide technical and functional support to staff and faculty?
- Provide details on how staff and faculty seek and receive support.

- Does your company provide technical and functional support to institution administrators?
- Does your company provide technical support to the institution's IT staff for SSO or integration issues?
- Provide a sample of your service level agreement.
- Provide videos and/or other training materials for users.
- Designate a specific implementation liaison/team to work with the OIEP system administrators during the planning and implementation stages.

## **Appendix C:**

### ***Mason Systems Functional Requirements and Security Information***

#### **Functional Requirements**

- Integrate with Banner
- Work with industry standard integration management and ETL tools such as Informatica.
- Allow for integration through standard secure methods such as SFTP, APIs, Web services, etc.
- Offer robust security to protect confidential, sensitive, or proprietary data within the scope of Mason's security protocols.
- Role-based security should be used, and the ability to create, modify, assign, and delete roles should be available to university staff managing the solution.
- Support role and access-based reporting and auditing to facilitate regular review of access and permissions.
- System Data should be encrypted both at rest and in transit.
- 3rd party management of accounts and authorization should be supported.
- Vendor should provide appropriate documentation of their security architecture, policies, and processes.
- Deliver a user-friendly interface with variety of avenues for data entry, import, export/API available for selected data), and report generation for multiple users
- Forms and workflows should be editable with built-in graphical interface that is easy to use.
- The system/software should allow for export and the ability to save created files and edit files in the system.
- Offer strong reliability, including high uptime percentage, notification of planned updates and outages, ability to request postponement of outage/update due to work schedule, and system stability; data backup and protection from loss of data must be addressed, as should data recovery plans and timetables for data recovery. Please provide a timeline for data recovery, upgrades, etc. (ex. Number of business days for planned system upgrades, what happens during off prime hours, etc.)
- All applications must be formatted for desktops, laptops, and mobile devices
- System must work with OSX, Windows and Linux.

#### **Accessibility**

- Should meet Section 508 and Web Content Accessibility Guidelines (WCAG 2.0) accessibility and compliance standards
- Vendor should be prepared to demonstrate their compliance by providing a Voluntary Product Accessibility Template (VPAT).
- Vendor should be prepared to provide Mason staff access to a demo or development environment for the purpose of running accessibility testing tools to evaluate adherence to VPAT statements and compliance standards.

#### **Authentication Methods**

- Respondent should support Security Assertion Markup Language (SAML) 2.0 and be compatible with Shibboleth IdP Version 3.x or greater. Service Provider initiated Single Sign On is preferred.

#### **Authorization Methods**

- Respondent should support access control such as Role Based or Attribute-based; or integrating to common identity and authorization products which support these methods.

#### **Data Security**

- The offeror shall outline their system/software's levels of security, how data is kept secure, etc.
- Please clarify in your offer what your security defaults are (Ex. Does your system generally restrict access to classes of documents unless set otherwise?)
- After negotiations/BAFO but prior to contract award the contractor must agree to submit their solution/system to Mason's Architectural Review Board (ASRB) for review/approval.



Purchasing Department  
4400 University Drive, Mailstop 3C5  
Fairfax, VA 22030  
Voice: 703.993.2580 | Fax: 703.993.2589  
<http://fiscal.gmu.edu/purchasing/>



# **REQUEST FOR PROPOSALS** **GMU-1812-22**

**ISSUE DATE:** May 27, 2022

**TITLE:** Assessment & Accreditation Management System

**PRIMARY PROCUREMENT OFFICER:** Grace Lymas, Assistant Director, [glymas@gmu.edu](mailto:glymas@gmu.edu)  
**SECONDARY PROCUREMENT OFFICER:** James F. Russell, Director, [jrussell@gmu.edu](mailto:jrussell@gmu.edu)

**QUESTIONS/INQUIRIES:** E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM Eastern Time (ET) on June 10, 2022. All questions must be submitted in writing. Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM ET on June 17, 2022. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

**PROPOSAL DUE DATE AND TIME:** July 1, 2022 @ 2:00 PM ET. SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

**In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.**

Name and Address of Firm:

Legal Name: Nuventive, LLC

Date: 6/30/2022

DBA: \_\_\_\_\_

Address: 9800 B McKnight Rd

By:   
Signature

Suite 255, Pittsburgh, PA 15237

FEI/FIN No. 25-1877035

Name: David Raney

Fax No. 412-847-0285

Title: CEO

Email: draney@nuventive.com

Telephone No. 412-847-0280

SWaM Certified: Yes: \_\_\_\_\_ No: X (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: \_\_\_\_\_

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules*, § 36 or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.





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## Executive Summary

Nuventive appreciates the opportunity to respond to the George Mason University request for proposal RFP GMU-1812-22. It is our understanding that the RFP is to provide a comprehensive assessment management platform that allows faculty and staff to input assessment data, develop reports, and monitor continuous improvement strategies. The solution will be capable of integrating with Blackboard and Banner.

Specifically:

Academic, Administrative, and Co-Curricular Program-Level Assessment  
 Regional Accreditation Activities and Reports  
 Program Review  
 General Education (Mason Core) Assessment

Nuventive enables schools and individuals to plan more consistently, collaborate more effectively, make better decisions, and ultimately, create a more data improved culture. Since pioneering Institutional Planning and Assessment software in 2000, Nuventive has evolved to turn any higher education plans into progress through the better use of information. The Nuventive Platform is the third generation of this industry-leading application. It illustrates our focus on bringing innovations to our customers by leveraging the latest cloud-based technologies, while helping institutions streamline their complex planning, assessment, and organizational improvement needs. Independently owned and privately held, Nuventive is headquartered in Pittsburgh, Pennsylvania.

The Nuventive Platform combines traditionally siloed planning, measurement, and outcome information on a single screen. Our cloud-based offering brings business process and information together to support any improvement initiative, including strategic plans, accreditation, diversity, student success, learning outcomes, course level outcomes, general education, sustainability, administrative outcomes, and program review. The Platform provides scalability and functionality that is unique and meets the functional and technical requirements detailed in your RFP.

## Overview of the Nuventive Platform

### Improvement engine

- Tailored to support a data-informed/ improved culture, the Platform captures and maintains institutional memory (repository) on your plans and actions and allows linkages across plans to get a truly enterprise view of what is happening. It delivers visual reports that can be configured to help you uncover which specific actions led to progress.

### Information in context

- Nuventive gives faculty, staff and leadership access to the best available information, a continuous feedback loop and a platform for delivering results. Because people will use the best information in decision-making, the Platform increases the quality of planning and improves the process of implementing and monitoring those plans.

### Summative and formative assessment of progress

- Nuventive links the numbers to the narrative in a single solution. It allows your schools to back opinions with metrics to visualize not only the data around the performance of your programs but also the expert assessments of your faculty and staff as to why things are where they are.

### Ease of use for stakeholders

- The Nuventive Platform features intuitive organization, alignment, documentation, and reporting capabilities that multiple stakeholder groups can understand and effectively use as they track their effort and effectiveness against goals. Designed to empower exploratory thinking, the solution enables stakeholders to uncover insights and test hypotheses by drilling into the available information.

### Dashboards and reporting



- The Platform's built-in analytics deliver interactive reporting and customizable dashboards, so stakeholders end up with higher quality, more relevant, timely, and explorable information around key topics for improvement initiatives. Dashboards provide an executive-level view of the planning process and display the detailed sequence of actions and outcomes related to specific goals and objectives.

#### **Expanded benefit from your analytics and reporting solution investments**

- In a single online environment and tied directly to desired outcomes, Nuventive maps your plan to relevant information. Nuventive displays relevant information from your student information system (SIS) and learning management systems (LMS) to maximize the value of existing technology investments.

#### **Managed Services**

- Nuventive will ensure your institution is up and running quickly, without losing sight of your unique needs.
- Our team of seasoned higher-education consultants has many years of "on-the-ground" experience in assessment, planning, process design, supporting innovation, and facilitating cultural change. Our personal, hands-on approach addressing your needs goes well beyond the norm. We are here to help you get started and see you through to success.
- After your Nuventive Platform is successfully implemented, our Managed Services team will take care of ongoing management and enhancement to ensure WVA Parkersburg reaps its full benefits. We take on the role of solution administrator, freeing your staff to focus on using the platform to manage your plans—rather than spending time and energy on configuration and maintenance. You tell us what you need it to do, and we will work with you to make it happen.
- We will make sure you understand new features as they are released and offer advice for adding them to your existing implementation. We also help you deal with turnover at your institution, providing consistent and seamless knowledge transfer between previous and new staff. This service is an integrated part of your new Nuventive Platform subscription. Nuventive includes this high touch support without "hidden" costs.

#### **Each institution receives throughout the term of the agreement:**

- Access to a team of professional services consultants
- Ongoing Alignment with your institution's future planning needs
- Configuration and set up for new areas of implementation
- Custom report creation as needed
- Executive briefings for your team

#### **Overview of the Nuventive Platform Essential Edition.**

The Essential Edition is designed for assessment and planning, including program review, strategic planning, accreditation support, Student Learning Outcomes, and more.

- Help drive continuous quality improvement by bringing business process and information together.
- Provide robust in-system interactive dashboards.
- Tie together learning outcomes, program review, and strategic plans in an integrated solution.
- Help manage and simplify collecting information across the organization.
- Provide robust dashboards and analytics on Nuventive Platform collected data
- Display any relevant static files, such as Microsoft® Word, Excel, and PowerPoint and PDFs.
- Extract and provide robust analytics on data from LMS systems.
- Imports data from sources like SIS and curriculum management tools via batch uploads (CSV and Excel files) to simplify transfer of data for further analysis.

We have provided pricing for a three and five year term. We are confident that our responses throughout the RFP have successfully conveyed to you the Nuventive Platform's unique capabilities and with our expertise, George Mason University will successfully reach their RFP's goals.

We thank you for your consideration.



## Response to George Mason RFP GMU-1812-22

### Response to Appendix A: Summary of the functional areas and business requirements

#### Forms & Administration

- View and edit hierarchy of the institution based upon user status
  - The Nuventive Platform allows the creation of unlimited roles. Roles determine which features of the Nuventive Platform users have access to and if they have either add/edit or read-only rights. The Nuventive Platform then allows a user to be assigned a role for each program/unit. For example, a user could have read-only permissions to one program/unit, full add/edit permissions to a second program/unit, and a combination of read-only and add/edit to a third program/unit. Roles can be assigned in bulk, by a unit, or multiple programs/units can be assigned to an individual user through the Nuventive Platform interface. Institutions can create any number of custom roles for their users. Depending on their role, individual faculty, department chair, Dean, Provost, or guest, would typically have different access.
    - An individual faculty member might only have access to their program and courses;
    - the department chair might have access to their program (learning and operational) outcomes assessment data, all course learning outcomes, specialty accreditation data, and program review data for their program;
    - the Dean might have access to all the program assessment data (learning and operational), course learning outcome data, school plans, all program reviews for the school and strategic planning for the school; and
    - the Provost might have access to all the learning outcomes data and operational outcomes data for academic units, program reviews for all the academic units at the university and strategic planning for academic areas.
- Create forms with summative and formative feedback.
  - When an assessment is being defined in the Nuventive Platform, the user has the ability to design a custom form to document results and can choose from a drop-down to distinguish which type of assessment is being used. The drop-down list can be customized based on the client's needs. The drop down could include 'formative', diagnostic, summative, direct, and indirect. This would then allow reports to be run based on a specific type of assessment.
- Platform to support annual program learning outcome assessment
  - Nuventive's Platform was designed to support multiple levels of assessment planning/tracking in academic, student services, and administrative units. Units in any area of the college (e.g., academic, administrative, student services, etc.) may each create their own assessment plan with their own set of measurable goals and outcomes/objectives/student learning outcomes (SLO) at the course/activity, program, department, school and up to and including the mission at the institutional level. There is no limit to the number of outcomes and measures. The Nuventive Platform has a mapping feature. This feature allows a program/unit to align both Program and Course outcomes to outcomes and goals of other tiers based on the client's needs.
  - For example, you may wish for all programs to align to the general education goals. In this case all programs would have access to the general education goals in the mapping area. Meanwhile, you may wish for only a subset of programs to have access to the standards of a specific accreditation body. In this case, the Nuventive Platform would only show those standards to the appropriate programs/units. The mapping feature appears as a grid in the Nuventive Platform where the user simply checks the appropriate boxes to make the alignment. The Nuventive Platform has a very robust mapping feature that allows the ability to identify and report on alignments on multiple levels.
  - See screenshots
- Platform to support annual general education assessment



- Yes, the Platform supports annual general education assessment. Typically, institutions will include embedded course level assessment that rolls up and supports overall general education goals. Please see screenshots
- Platform to support annual Program Review for academic and non-academic departments
  - Yes, Mason may use the Nuventive Platform to manage its program review process. The Platform is highly configurable and would provide an area for each unit to define program review goals and objectives, an area to view in context information from both internal and external sources. See Screenshots
- Capability to upload artifacts supporting assessment and program review process
  - The Nuventive Platform allows each unit to have a document repository where folders can be created, and documents stored. The documents stored in the document repository can be attached to assessment plans, assessment results and program review documentation. When reports are run, the attachments appear as hyperlinks within the reports. The reports can be saved as .zip files which allows the attachments to be included in the zip file or stored in a wide variety of diverse file formats.
- Capability to transfer files or link courses from LMS (Blackboard) into assessment or program review platform
  - The Nuventive Platform allows for information to be presented on the same screens as the planning process template/forms. Nuventive Platform has the ability to connect directly to Blackboard and report on assessments occurring within Blackboard. The information coming from Blackboard can then be connected to student information coming from Banner. For example, if you are in the Psychology program, you would be able to see meta level analysis of course based rubric data side by side with the program level assessment plans and required program assessment templates/forms. This integration allows the user/program to select an assignment from a course within Blackboard.
  - The Nuventive Platform supports the definition of each academic and non-academic unit's assessment plan. Both unit level plans as well as course level assessment plans may be entered and managed. Using Nuventive Connect, Blackboard's assessment data/reports can be viewed side by side with the programs' assessment plans. Interactive assessment reports allow the programs to analyze the assessment data to determine overall impact of the assessments and document action plans where necessary.
- Capability to interface with all standards associated with the 5-year and 10-year SACSCOC review
  - All standards for SACSCOC 5th year and 10yr review can be entered. All unit goals, objectives and outcomes may be linked/mapped to appropriate SACSCOC standards.
- Ability to write narrative and link and/or attachment documentation for all standards associated with 5-year and 10-year SACSCOC review
  - Narratives for the SACSCOC 5th year and 10-year reviews may be entered into the Nuventive Platform. Supporting documents can be linked to text within the narratives.
- Ability to link assessment and program review reports to various SACSCOC standards
  - Assessment and program review reports can be run and stored for each program. These reports can then be linked with the narrative of the appropriate standards.
- Ability to support a web-based SACSCOC compliance report that can be downloaded as a single document
  - The SACSCOC compliance report can be downloaded as a zip file. This zip file will contain a primary file, which contains the narrative for all standards, and all linked documents. The expanded version of the zip may then be placed on a flash drive and shared with reviewers. All hyperlinks in the primary file will open the appropriate linked document on the flash drive.
- Platform supporting standards associated with external accreditation efforts similar to those of SACSCOC
  - The process outlined above may be used for other external accrediting bodies.
- Customize nomenclature to reflect currently used terminology at Mason
  - The Nuventive Platform will provide Mason with the ability to customize nomenclature to reflect its unique language/ terminology and processes. The capability to customize fields is a core feature of the Nuventive Platform. Users can define forms, list values, custom fields, navigation elements,



and roles. Non-admin users are assigned roles to access specific units and functionality. These roles define what data the user can access, and whether the user has read-only or update permissions on specific data.

- The Nuventive Platform is highly configurable. The solution provides dynamic labeling for customizing naming/terminology on screens and reports to match the institution's practices. Templates can be easily created and modified by division, college, department, program, etc. You can define required fields, create custom fields and navigation is configurable as well. The Nuventive platform is highly configurable. The solution provides dynamic labeling for customizing naming/terminology on screens and reports to match the institution's practices. Templates can be easily created and modified by division, college, department, program, etc. You can define required fields, create custom fields and navigation is configurable as well.
- Create a landing page with announcements and instructions that can be managed by local administrators
  - Customized announcements and instructions can be placed side-by-side with all pages in the Platform including each units landing page.

## Reporting

- Allow users to generate reports appropriate to their level of access
  - The Mason Nuventive Platform system administrator will determine who has access to this reporting data. It is permission driven.
  - As described above, the Nuventive Platform allows the creation of unlimited roles. Roles determine which features of the Nuventive Platform users have access to and if they have either add/edit or read-only rights. The user's role also restricts their ability to generate reports only to their level of access.
- Generate reports for individual standards associated with regional or programmatic accreditation efforts
  - Reports may be run for a standard showing all unit/program information that has been linked/mapped to that standard.
- Generate bulk assessment or program review reports for entire school or university
  - Yes, bulk assessment or program review reports are able to be generated for the entire school or university
- Brand different reports with different themes.
  - Yes, reports can be branded with different themes
- Show different types of report content for different groups of instructors, courses, and audiences
  - Reports and dashboards can be customized for different groups. The customization of reports will allow the data/content to be filtered/sliced to support each group's needs.
- Export a list of report viewers.
  - A report can be created to show which users with have been given access to specific reports. This report can be exported to excel.
- Generate longitudinal reports for a particular program, school, or university
  - The Nuventive Platform is a longitudinal database and reports can be run for any timeframe, at any time at any area, (unit, program, College or University. The Platform also offers analytics for each unit. The interactive dashboards allow filtering assessment results for one or many reporting periods. Users can utilize these dashboards to easily view assessment over time (longitudinal) as well as run narrative standard reports to explore the detail.
- Receive reports in PDF format.
  - The Nuventive Platform can receive any relevant static files, such as Microsoft ® Word, Excel, PowerPoint, and PDFs
- Data be downloaded directly from the user interface in format that easily lends itself to additional analyses (e.g.: Excel, Word, etc.).
  - Standard reports are offered in PDF, Word, and Excel. Word reports may be saved as HTML and Excel reports as CSV.

## Implementation process



- Please describe the models available (e.g., self-service implementation by university IT only; partnered implementation by university IT with vendor assistance; vendor-driven implementation primarily by vendor or partner consultants).
  - The implementation services for the Nuventive Platform are designed to quickly assess a customer's environment, configure the Platform in a way that addresses the client's unique needs, and help the customer deploy the Nuventive Platform. The Nuventive Platform implementation includes three phases:
    - **Design:** We will work with the customer to understand their planning and assessment process and goals; assess their capacity to meet those goals and construct an overall design of Nuventive Platform. This includes:
      - Review of existing planning and assessment documents
      - Participate in design sessions with the customer to review Nuventive Platform capabilities and define/clarify the customer's existing planning processes.
      - Demonstrate various Nuventive Platform designs based on best practices from other institutions
      - Finalize the Nuventive Platform design.
    - **Configure:** We will configure the Nuventive Platform components to address the customer's planning and assessment goals defined in the Design phase. This includes:
      - Configure the Nuventive Platform and gather feedback from the client
      - Connect to LMS if required
      - Import existing/historical plans into the Nuventive Platform.
      - Customize Nuventive Platform Analytic reports
      - Test the configured system to ensure the solution addresses the planning and assessment process and goals defined during the design phase
    - **Deploy:** We will work with the customer to roll out the solution to end-users. This will include:
      - Identify and create the appropriate user roles and permissions for end users and create user accounts
      - Customize the Nuventive Platform in-line help to fit the client's unique language and process.
      - Provide training sessions to the core set of trainers who will then coach/train end users.
      - Schedule on-going checkpoint meetings during the customer's deployment. This will allow the Nuventive consultant to review progress, provide independent assessment of progress, answer any questions that may arise, and make any configuration changes needed.
- What is a typical timeline for implementation for a university system of our size?
  - The initial improvement process implementation (often outcomes assessment) will typically take approximately 12 weeks depending on the availability of Mason's personnel and how quickly they want to implement. Subsequent improvement processes (e.g., program review, strategic planning, etc.) typically take less time, but again is dependent upon the availability of your project personnel.





### Typical Nuventive Platform Essential Implementation Schedule

Project Activity	Week											
	1	2	3	4	5	6	7	8	9	10	11	12
<b>Phase One - Design</b>												
Project Kick Off												
Document Review												
Design Sessions												
<b>Phase Two - Configuration</b>												
Configure Platform												
LMS Integration												
Data Conversion / Import												
Reporting												
User Setup / Single Sign-on												
Testing / Dry Run												
<b>Phase Three - Deployment</b>												
Deployment Planning												
Train the Trainer												
On-going Assistance												
Independent Progress Assessment												
<b>Project Management</b>												
Project Management												

- What staff resources must the customer provide and devote to the implementation?
  - Multiple roles listed below may be, and often are, shared by one person. Typically, there is a core client team that works with the Nuventive consultants. This core team will meet with the Nuventive team once a week for approximately 60-90 minutes for 12 weeks. The requirements of the team are often more demanding during the first 4 weeks of the implementation.
  - **Core Team**
    - Executive Sponsor - The customer will designate an Executive Sponsor for this engagement. The sponsor will have responsibility for ensuring the timely and productive participation of their staff, will attend key meetings such as periodic status meetings, and will sign off on key deliverables. (1 hour every other week for 16 weeks)
    - Project Manager – The Project Manager will coordinate the activities of the project, including locating requested documentation, coordinating other client members meeting schedules, and obtaining on-site workspace if/when required. (1-3 hours/week for 16 weeks)
    - Functional Expert(s) – Functional expert(s) will provide insight into the specific client processes (assessment, strategic planning, and accreditation). This person(s) will be critical during the design phase to convey to the Nuventive consultants both the current state and the desired future state. (1-3 hours/week for 16 weeks)
    - Trainers - Nuventive will work with, and train, a small client team to ensure they are familiar with all the required skills necessary to operate the system. These trainers will then be able to guide and assist other faculty/staff in the user of the platform. (4 – 8 hours)
  - **Technical Team**
    - Single Sign-On LDAP Technical Contact – A person will be required to work with the Nuventive staff to implement single sign-on/LDAP (2-6 hours)
    - LMS Integration – The LMS administrator will be required to work with Nuventive staff to integrate the LMS into the Nuventive Platform
- What staff resources does the vendor devote to implementation?
  - Nuventive has a unique and responsive service that we provide for all our Colleges and Universities. We assign a service consultant to your Institution that begins with implementation and continues throughout the duration of your agreement. See the Qualifications section for additional detail.
- What training resources or procedures are provided during and after implementation?





- Nuventive utilizes a 'train the trainer' approach to training. Within the Platform Migration (Implementation) plan there is time allotted for 'training the trainers'. A core team will be trained throughout the implementation process on the features and functions of the Nuventive Platform. At the conclusion of the implementation, the core team will have the skills to train end users. We typically do not provide consultation and training on-site. Instead, our whole approach is providing a designated services consultant that will not only provide the implementation, but ongoing support through our Managed Services which will deliver the initial implementation as well as ongoing system administration.
- Nuventive will provide a dedicated Nuventive services consultant serving as your System Administrator. As System Administrator, the Nuventive consultant will perform all the configuration and setup tasks required during implementation and beyond utilizing best practices informed by years of experience working with Nuventive Platform clients. The client's implementation team can focus on what functions they wish the solution to perform rather than worrying about how to configure the solution to achieve those functions. In addition to freeing up client resources, these services also help provide a consistent and seamless transition if and when turnover occurs on the client's planning and assessment team.
- Most of the communication between the Nuventive consultants and the client takes place during the weekly calls and webinar. The core client implementation team and the Nuventive implementation team will be on those calls. Action items coming out of those meetings will be reviewed the following week.
- Both the client and Nuventive will appoint a primary point of contact that will be included on any/all email correspondence. The client and Nuventive POC will be responsible to ensure their respective teams are notified if any discussions/decisions take place outside the scheduled weekly meetings.
- Once the initial implementation is complete, Nuventive will schedule periodic touch points with the client to address any issues and ensure the implementation is going smoothly. In addition, if at any time the client wishes to reach out to the Nuventive consultants via phone or email, they may do so.
- Training is delivered throughout the implementation process to the client's core team. Very early in the implementation, the core implementation team will be trained on using the Nuventive Platform. Weekly webinars and meetings will be held. By the end of the implementation, the core team will be capable of providing training to end-users.
- Our experience tells us that offering multiple short weekly trainings to the core team are much more effective than one multi-day training. When training is offered in smaller segments, the client core team has time to digest and apply what they have learned prior to the next session.
- Nuventive's relationship with the core team will be on-going as part of the service Nuventive provides. Nuventive can be contacted at any time to provide additional training to the client trainers if needed at no additional cost. These additional trainings will occur via webinars. The additional trainings are part of the on-going service Nuventive provides. The trainings will be tailored to the specific processes and needs of the client.
- **How will project management be handled in the implementation?**
  - Nuventive will provide ongoing project management and oversight over the course of the project. This will include scheduling meetings, tracking action items, facilitating status meetings, and identifying needed resources. See implementation and Managed services.
- Case studies of implementations from clients similar to Mason are encouraged. The vendor will be asked to provide two or three references of university clients who we may contact directly.
  - Case studies can be found at the following link on our website:  
<https://nuventive.com/resources/#case-study>
  - References: please see References section of this proposal
- Mason has several years of existing assessment reports. Does a standard implementation include report migration? If so, what is the migration process?



- Nuventive will work with the client to import their existing assessment reports into the Nuventive Platform. This import of data is often a hybrid of the following:
  - Existing assessment reports are uploaded into the document library of each program so that all historical assessment reports / information is now stored within each program in the Nuventive Platform
  - Specific data fields from existing reports and/or systems are parsed and uploaded directly into the fields in the Nuventive Platform. For example, each program's learning outcomes can be parsed from the program's latest assessment report, and then entered into the outcome fields in the Nuventive Platform. Nuventive will perform this import for the client.

### Customer Support

- Is support included in the annual fees? If so, does it entitle us to unlimited access to technical support?
  - Yes, unlimited support is included in the annual fees
- Is support available by phone, email, website, and online chat?
  - Support is available by phone and email
- What are the support hours?
  - To help you keep your Nuventive solution running at high performance levels, we offer a fully staffed US-based support team. Our support experts are available by email or phone Monday – Friday, 9:00 A.M. to 6:00 P.M. Eastern
- Does your company provide technical and functional support to staff and faculty?
  - Yes, both technical and functional support is provided
- Provide details on how staff and faculty seek and receive support.
  - Yes, support can be handled by email or by calling 877-427-4768. We offer a fully staffed US-based support team. Our policy is to answer all support emails and voicemails within 24 hours during business hours. We aim to return all messages within 4 hours, and in fact, 90% of all support inquiries are returned within 30 minutes of message receipt. We prioritize message resolution by the severity of the reported issue.
  - If you have a special circumstance that warrants after hours or weekend support, please notify us in advance and we will make every effort to provide it if possible. To ensure a high level of satisfaction, we have explicit escalation paths, so our support team can quickly access development and technical staff – including the CTO – for issue resolution.
- Does your company provide technical and functional support to institution administrators?
  - Yes, this is included in our support offering
- Does your company provide technical support to the institution's IT staff for SSO or integration issues?
  - Yes, this is included in our support offering
- Provide a sample of your service level agreement.
  - Included in this proposal
- Provide videos and/or other training materials for users.
  - Services and training may be available as requested. We provide several free webinars that walk through the new features of the release and outline the upgrade process to all current users. With Nuventive's Managed Services, we will assume the role of solution administrator, freeing up your staff time and resources and help provide a consistent and seamless transition if and when turnover takes place on your planning and assessment team. Managed Services will provide dedicated professional services consultant, on-going configuration, 3 scheduled "Touch Point" webinars per year, annual training webinars, ad hoc report creation, and Executive briefings.
- Designate a specific implementation liaison/team to work with the OIEP system administrators during the planning and implementation stages.
  - Yes, please see the Qualifications section for the background of the team



## Response to Appendix C: Mason Systems Functional Requirements and Security Information

### Functional Requirements

- Integrate with Banner
  - The Nuventive Platform allows for information to be presented on the same screens as the planning process template/forms. With specific regard to Blackboard and Banner, the Nuventive Platform has the ability to connect directly to Blackboard and report on assessments occurring within Blackboard. The information coming from Blackboard can then be connected to student information coming from Banner.
  - For example, if you are in the Psychology program, you would be able to see meta level analysis of course based rubric data side by side with the program level assessment plans and required program assessment templates/forms. You would also be able to slice the data coming from Blackboard by student demographics coming from Banner.
- Work with industry standard integration management and ETL tools such as Informatica.
  - Through the Nuventive Platform you may import basic setup data such as the course catalog, class rosters/students, and users from ERP/SIS extracts. You can import any type of file as an attachment directly to a result or an assessment method. Additionally, you may create automatic uploads of KPIs and reports to unite with goals and objectives in the planning process.
- Allow for integration through standard secure methods such as SFTP, APIs, Web services, etc.
  - Access to institution data is only available via the Nuventive Platform application, the Nuventive API or direct database access.
  - LMS integration is available via the Microsoft DataSense platform. Microsoft provides the extract process/service to Nuventive and manages the security of the data. – Please see the following Microsoft Privacy Policy as it applies: <https://privacy.microsoft.com/en-us/privacystatement>
  - For larger datasets, Nuventive (Microsoft) uses Canvas Data, which is a bulk extract tool. This data is then used for LMS outcomes reporting and dashboards. We will utilize SFTP when accessing Canvas Data.
- Offer robust security to protect confidential, sensitive, or proprietary data within the scope of Mason's security protocols.
  - Nuventive Platform is a web application hosted in Microsoft Azure using their Software as a Service (SaaS) offerings. Data is stored in a Microsoft SQL Azure database (single tenant). Each institution's data is segmented in their own database. The underlying infrastructure including hardware, operating systems and database is solely managed and maintained by Microsoft. Microsoft Azure SQL Database supports TDE (Transparent Data Encryption) so all application data is encrypted at rest. Data in transit from the database to the application is encrypted (required) and all application web access is forced through HTTPS. - See document Platform Logical Architecture.pdf
  - Nuventive's SOC 2 Type 2 audit report (2022) for Nuventive Platform is available upon request. Nuventive requires an NDA for this document. See attached NDA.
- Role-based security should be used, and the ability to create, modify, assign, and delete roles should be available to university staff managing the solution.
  - As previously outlined, the Nuventive Platform allows the creation of unlimited roles. Roles determine which features of the Nuventive Platform users have access to and if they have either add/edit or read-only rights. The Nuventive Platform then allows a user to be assigned a role for each program/unit. For example, a user could have read-only permissions to one program/unit, full add/edit permissions to a second program/unit, and a combination of read-only and add/edit to a third program/unit. Roles can be assigned in bulk, by a unit, or multiple programs/units can be assigned to an individual user through the Nuventive Platform interface.
- Support role and access-based reporting and auditing to facilitate regular review of access and permissions.
  - A user can be assigned to multiple units. For each unit a user can be given a specific and different role if required. Institutions can create any number of custom roles for their users. Depending on



their role, individual faculty, department chair, Dean, Provost, or guest, would typically have different access.

- System Data should be encrypted both at rest and in transit.
  - Data in transit occurs over HTTPS and is encrypted via TLS.
  - Data at rest is encrypted by TDE (Transparent Data Encryption). All data is encrypted at rest using 256-bit keys.
- 3rd party management of accounts and authorization should be supported.
  - Access to the Nuventive Platform is managed via the client's Microsoft Azure Active Directory (AAD) or SAML2.
  - Administrator accounts have access to all units and functionality within the application. Non-administrator users can be assigned roles to single units of operation as well as the appropriate level of permissions and functionality, including "read-only".
- Vendor should provide appropriate documentation of their security architecture, policies, and processes.
  - Nuventive will provide our SOC 2 Type 2 report (NDA required) as well as our policies and procedures if awarded the contract. These documents will be provided to ASRB for their review, if requested. Nuventive maintains the following policies:
    - Vendor Management
    - Business Continuity
    - Acceptable Use Policy
    - Communications Management
    - Cryptography
    - Asset Management
    - Maintenance and Vulnerability Management
    - Azure Backup and Restoration Procedure
    - Disaster Recovery
    - Software Development
    - Change Management
    - Record Retention Schedule
    - Data Management
    - Audit, Logging and Monitoring
    - Physical and Environmental Security
    - Incident Response and Reporting
    - Authentication and Access Controls
    - Information Security Governance and Risk Management
- Deliver a user-friendly interface with variety of avenues for data entry, import, export/API available for selected data), and report generation for multiple users
  - The Nuventive Platform offers the following functionality
    - Provide robust in-system dashboards
    - Tie together learning outcomes, program review, and strategic plans in an integrated solution.
    - Help manage and simplify collecting information across the organization.
    - Provide robust dashboards and analytics on Nuventive Platform collected data
    - Display any relevant static files, such as Microsoft ® Word, Excel, PowerPoint, and PDFs.
    - Extract and provide robust analytics on data from LMS systems.
    - Imports data from sources like SIS and curriculum management tools via batch uploads (CSV and Excel files) to simplify transfer of data for further analysis.
- Forms and workflows should be editable with built-in graphical interface that is easy to use.
  - Forms are editable and configurable. The data collected within the forms can be displayed via built-in graphical dashboards.
- The system/software should allow for export and the ability to save created files and edit files in the system.



- Yes, any file that you create from the system (e.g., a report in word, pdf or Excel) can be edited and then saved within the Nuventive Platform document repository.
- Offer strong reliability, including high uptime percentage, notification of planned updates and outages, ability to request postponement of outage/update due to work schedule, and system stability; data backup and protection from loss of data must be addressed, as should data recovery plans and timetables for data recovery. Please provide a timeline for data recovery, upgrades, etc. (ex. Number of business days for planned system upgrades, what happens during off prime hours, etc.)
  - In the event of a disaster, we leverage the capabilities of Azure to rebuild the application environment. This can be done quickly. Application databases are redundantly backed up to geographically separate Azure datacenters and can be restored to any point in time in the previous 35 days. Application environments are maintained in a source control repository and can be deployed to any Azure data center in minutes. Microsoft supplies infrastructure for Azure and has documentation regarding disaster recovery.
  - Nuventive will update our SAAS platform for bugs and minor features on a 6 to 8-week cycle. Major enhancements and features will be deployed every other month. Major enhancements and features will need to be activated by your Managed Services consultant at the direction of your functional leads. Nuventive will not activate major features and User Interface (UI) changes without customer approval, though they will be available for your use. This will give your functional team time to understand the new features, have them configured to meet your institution's needs, and if required develop updated training materials that reflect new functionality.
  - Required SLA is 99.5% for Azure hosting, not counting planned maintenance times. All hosting services and user access is available 24x7x365. Nuventive had an availability rate of 99.9% for calendar 2021.
- All applications must be formatted for desktops, laptops, and mobile devices
  - Application is usable on mobile/touch screen devices (iOS and Android – Tablets) via the browser
- System must work with OSX, Windows and Linux.
  - Application is web based. Clients may use a Microsoft Windows based operating system or Apple OSX. Clients must be running Google Chrome, Microsoft Edge, Mozilla Firefox, or Safari. Nuventive generally works to be compatible with new versions of these browsers following their release but in advance cannot make any guaranties regarding timing or specific versions

#### Accessibility

- Should meet Section 508 and Web Content Accessibility Guidelines (WCAG 2.0) accessibility and compliance standards
  - Nuventive is committed to maintaining WCAG 2.0 compliance with our software products. Please find attached the VPAT for the Nuventive "Improve" software (which is part of the Nuventive Platform) and the latest VPAT addendum. Also attached is the letter of retention for Criterion 508 which is the external company Nuventive is utilizing for recertification of the newest version of the platform. The expected completion of this project is Q3 2022. Assuming Nuventive is awarded the contract we will provide the newest VPAT upon completion and we will provide access to the full solution for GMU (ASRB) WCAG 2.0 testing.
- Vendor should be prepared to demonstrate their compliance by providing a Voluntary Product Accessibility Template (VPAT).
  - Yes, included within the proposal
- Vendor should be prepared to provide Mason staff access to a demo or development environment for the purpose of running accessibility testing tools to evaluate adherence to VPAT statements and compliance standards.
  - If awarded the contract Nuventive will provide access for testing to the ASRB.

#### Authentication Methods



- Respondent should support Security Assertion Markup Language (SAML) 2.0 and be compatible with Shibboleth IdP Version 3.x or greater. Service Provider initiated Single Sign On is preferred.
  - Access to the Nuventive Platform is managed via the client's Microsoft Azure Active Directory (AAD) or SAML2.
  - Nuventive places reliance on client's Azure AD and SAML IDP configuration for password requirements.
  - Application does not utilize local authentication.

#### Authorization Methods

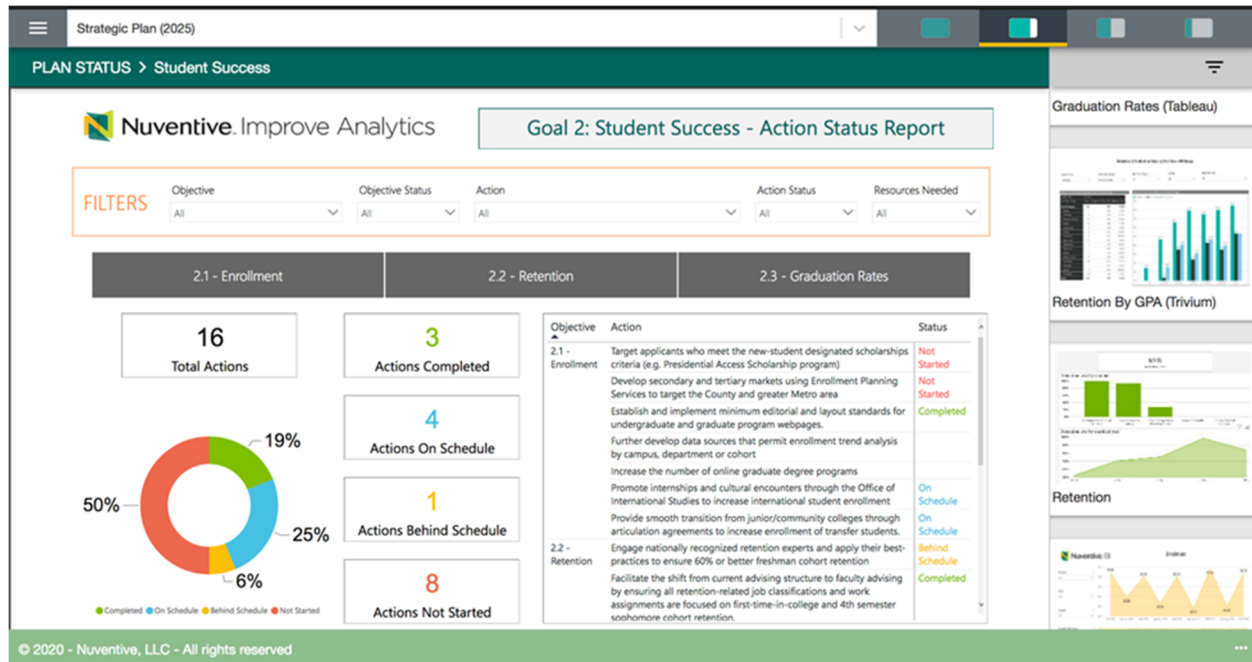
- Respondent should support access control such as Role Based or Attribute-based; or integrating to common identity and authorization products which support these methods.
  - One or more users can have administrator accounts that have access to all units and functionality within the application. Administrators can add and manage user access and assign roles/privileges to specific units. Users can be assigned roles to single units of operation as well as the appropriate level of permissions and functionality within a unit, including "read-only".

#### Data Security

- The offeror shall outline their system/software's levels of security, how data is kept secure, etc.
  - Data in transit occurs over HTTPS and is encrypted via TLS.
  - Customer data is physically and logically separated from that of other customers.
  - Data at rest is encrypted by TDE (Transparent Data Encryption). All data is encrypted at rest using 256-bit keys.
  - All Data is hosted in US-based Microsoft Azure Datacenters. The underlying infrastructure including hardware, operating systems and database is solely managed and maintained by Microsoft.
  - We leverage Azure Firewall, a managed, cloud-based network security service that protects your Azure Virtual Network resources. It's a fully stateful firewall as a service with built-in high availability and unrestricted cloud scalability. (<https://docs.microsoft.com/en-us/azure/firewall/overview>)
  - Microsoft employs intrusion detection, denial-of-service (DDoS) attack prevention, regular penetration testing, and data analytics and machine learning tools to help mitigate threats to the Azure platform. (<https://www.microsoft.com/en-us/trustcenter/security/threatmanagement>)
  - Data is hosted in a Microsoft Azure US data center. Nuventive can select the US region that the data will reside for each client based on the client's location (east, central, west). Data is backed up and retained for 35 days in geo-redundant storage. All data is geo-replicated in the United States only.
- Please clarify in your offer what your security defaults are (Ex. Does your system generally restrict access to classes of documents unless set otherwise?)
  - User accounts have no permissions by default and must be assigned roles/privileges to units by an administrator. By default, the app requires an active user browser session to view document links [to a document within the app]. This prevents access to documents externally without access to the app. This feature can be turned off by client request, allowing document viewing externally without access to the app.
- After negotiations/BAFO but prior to contract award the contractor must agree to submit their solution/system to Mason's Architectural Review Board (ASRB) for review/approval.
  - Yes



## Screenshots of Nuventive Platform



*For leadership, Nuventive provides easy-to-use, configurable dashboards to show progress against initiatives, including completed and behind-schedule tasks, along with supporting detailed information on the right side of the screen.*

**EFFECTIVENESS PLAN > Mapping**

Strategic Plan (2025)	Admin Unit Objectives	Utilize College Resources Student will effectively leverage college resources that align with their ...	Increase Satisfaction To Increase students' general satisfaction with Counseling Department ...	Realistic Self-Appraisal Students will demonstrate an ability to assess personal strengths and ...	Increase Knowledge of Services To increase student knowledge and awareness of online ...	Online vs. In-Person To compare and contrast the effectiveness of online versus in-person ...	Enhanced Self Worth and Efficacy Students will exhibit an increase in thoughts and behaviors that ...
<b>Goals</b>							
<b>Goal 1: Growth</b> Promote Growth in Academic, Research and Artistic Excellence						✓	
<b>Goal 2: Student Success</b> Target Recruiting, Maximize Retention & Increase Graduation Rates			✓	✓	✓		✓
<b>Goal 3: Faculty and Staff</b> Strengthen a Sustainable & Diversified Financial Base while Ensuring Affordable Access	✓						
<b>Goal 4: Fiscal Stability</b> Recruit, Retain & Develop Faculty, Staff and Student Employees							

*Each unit in the system can map their specific plans and actions to institutional goals, which roll up to dashboards. For example, you can map program goals and objectives to higher-level plans (institutional, college, unit).*





## COURSE ASSESSMENT &gt; Course Outcomes Mapping

Program - Psychology (BA)	PSY-112 - Addictions and Recoveries		
<b>Program Learning Outcomes</b>	<b>CSLO1 Differentiate among various concepts, theories, and perspectives used in psychology.</b>	<b>CSLO2 Demonstrate how the techniques and strategies presented in class can be used ***</b>	<b>CSLO3 Demonstrate the ability to comprehend research used to study mental processes and ***</b>
<b>Critical Thinking</b> Graduates of the program will respect and use critical and creative thinking, skeptical inquiry, and, when possible, the ...	✓		
<b>Application</b> Graduates of the program will demonstrate the ability to apply principles and theories of behavior in professional settings ...			
<b>Communication</b> Graduates of the program will be able to write and speak effectively		✓	
<b>Research</b> Graduates of the program will be able to design, execute, analyze and report a study of some aspect of human or animal behavior.		✓	
<b>Content Knowledge</b> Graduates of the program will demonstrate knowledge of the major principles, research methods and theories of human and ...			✓

As another example, units in the system can map their program learning outcomes down to specific course outcomes.

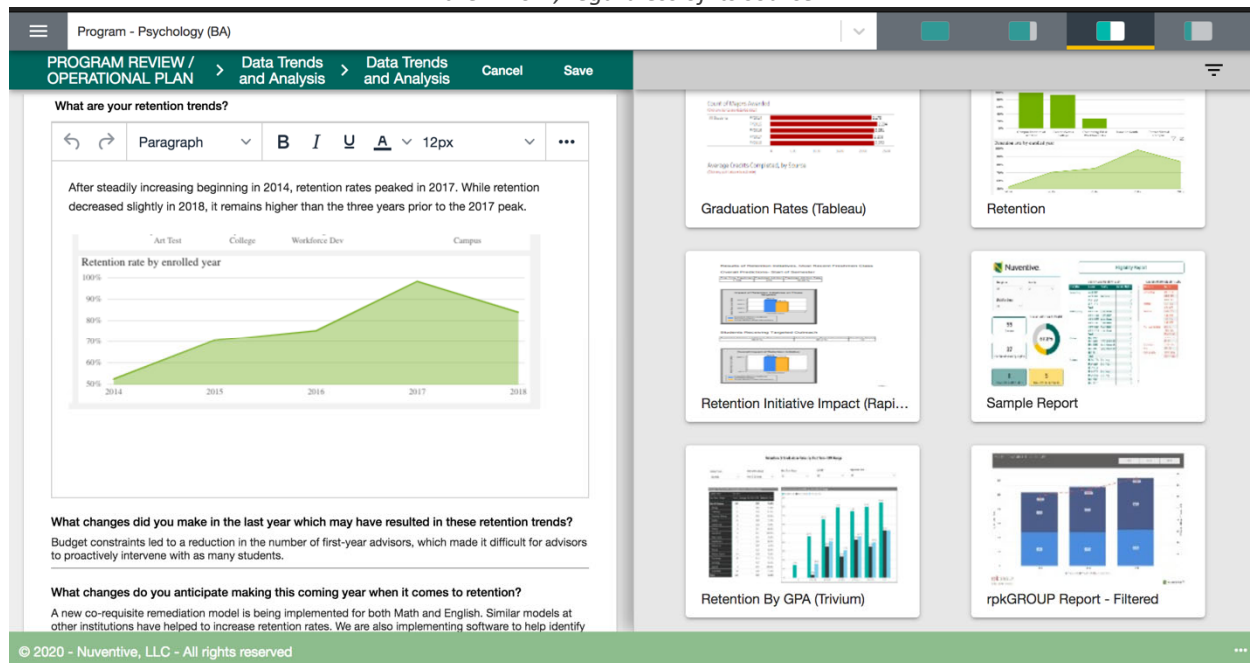
COURSE ASSESSMENT			
<div> <div>FILTERS</div> <div> <div>Division</div> <div>All</div> </div> <div> <div>Department</div> <div>All</div> </div> <div> <div>Reporting Period</div> <div>All</div> </div> <div> <div>Conclusion</div> <div>All</div> </div> </div>			
Department	# Courses	# Assessed	% Assessed
CSLO - Business & Computing: Accounting	16	13	81.3 %
CSLO - Business & Computing: Business	15	12	80.0 %
CSLO - Business & Computing: Computer Information Systems	42	42	100.0 %
CSLO - Business & Computing: Computer Science	17	16	94.1 %
CSLO - Business & Computing: Leadership	2	2	100.0 %
CSLO - Business & Computing: Management	3	3	100.0 %
CSLO - Business & Computing: Marketing	7	7	100.0 %
CSLO - Business & Computing: Real Estate	6	4	66.7 %
CSLO - Consumer & Health Sciences: Airline Travel Careers	5	5	100.0 %
CSLO - Consumer & Health Sciences: Allied Health	6	5	83.3 %
CSLO - Consumer & Health Sciences: Cardiovascular Technology	15	14	93.3 %
CSLO - Consumer & Health Sciences: Culinary Arts	19	18	94.7 %
CSLO - Consumer & Health Sciences: Dental Assisting	14	14	100.0 %
CSLO - Consumer & Health Sciences: Diagnostic Medical Sonography	14	14	100.0 %
<b>Total</b>	<b>1488</b>	<b>1312</b>	<b>88.2 %</b>
<div> <div>Course Assessment Summary by Unit</div> <div>Nuventive Improve Analytics</div> </div>			

By mapping course objectives to program goals, stakeholders can drill down for further detail, such as course-level assessment.

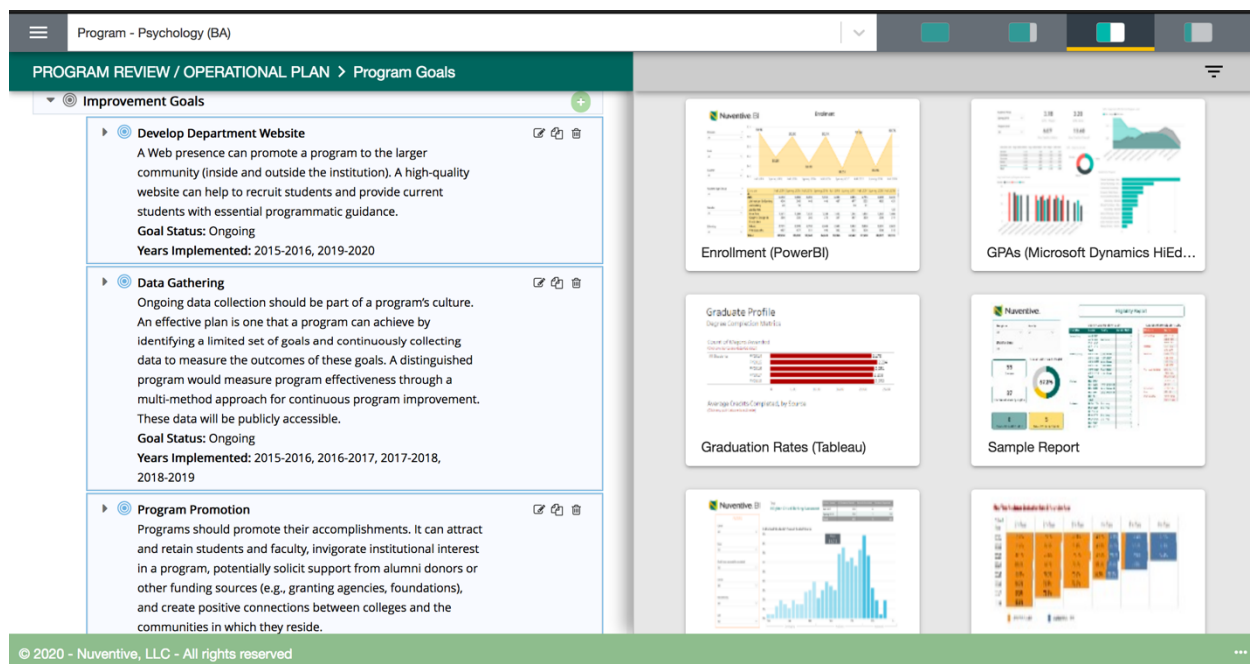




*Executives, faculty, and staff can make the best use of available information in the context of their work, regardless of its source.*



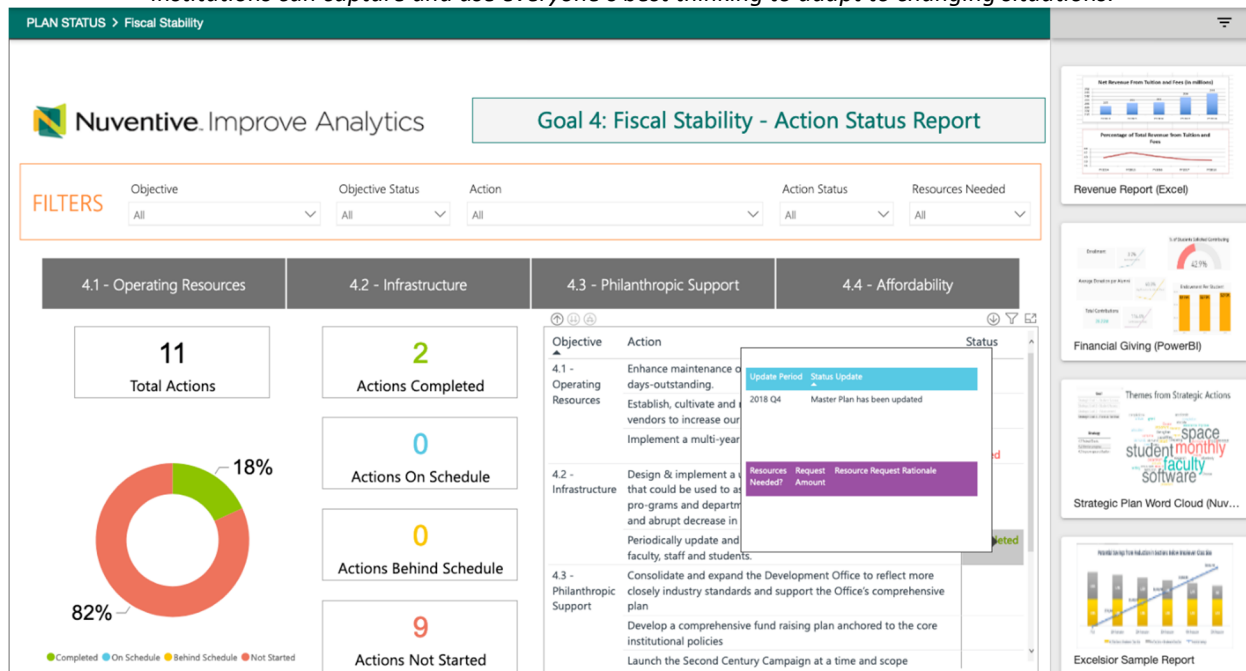
*For faculty, staff, deans, and provosts, this example shows how Nuventive simplifies program review documentation and reporting. The dual-panel screen allows you to quickly find relevant statistics for reporting during report entry and review.*



*For leadership, the Nuventive Platform gives a clear listing of the improvement goals by program, along with supporting information on progress.*

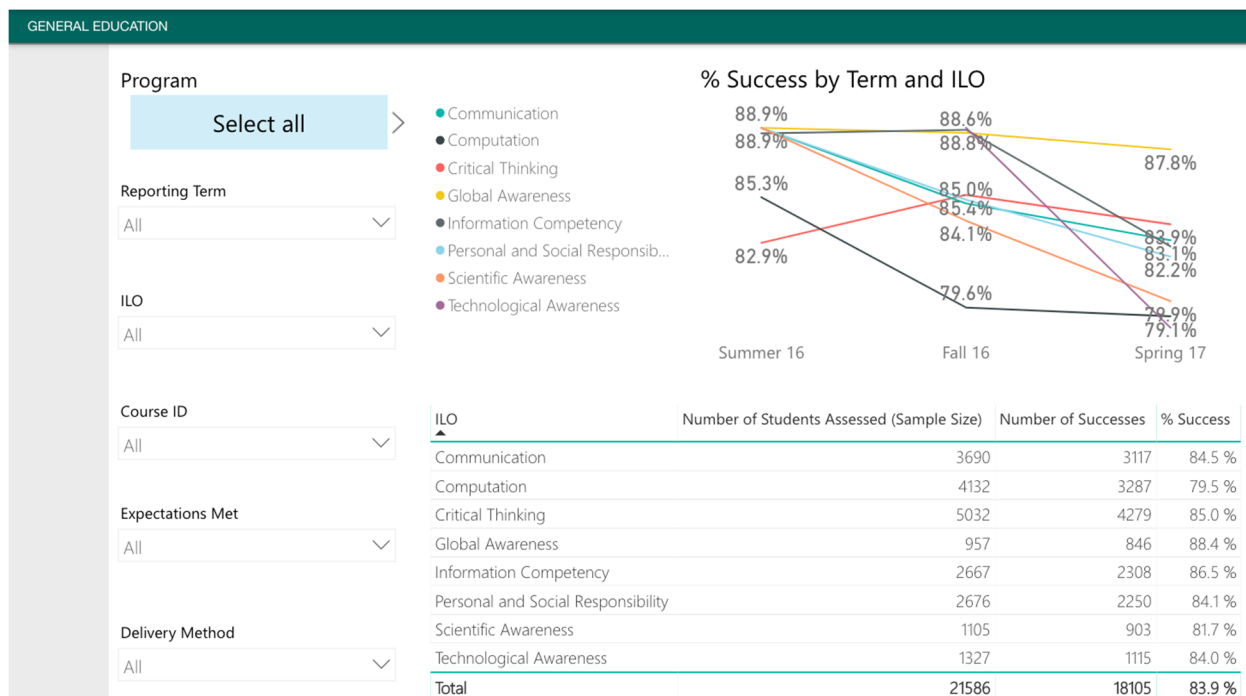


*Institutions can capture and use everyone's best thinking to adapt to changing situations.*



*The Nuventive Platform is specially designed to give you at-a-glance views of information to help you drive progress across critical initiatives, including testing out scenarios and hypotheses.*

*Leadership can support institutional learning by regularly identifying and disseminating effective practice, so institutions can build on accumulated knowledge.*





## Procedural Information

- Return signed cover page and all addenda, if any, signed and completed as required.
  - [This has been included as the cover page to this proposal](#)
- Return Attachment A - Small Business Subcontracting Plan.
  - [This has been included in the proposal](#)
- State your payment preference in your proposal response. (See section XVI.)
  - [Nuventive's payment preference is Option#3 – Net 30 Payment Terms](#)
- Review and if necessary, provide any exceptions/red-lines to Mason's Attachment B – Sample Contract. It is the intent of this solicitation to base the final contractual documents off of Mason's standard two-party contract and Mason's General Terms and Conditions. If you intend to amend our contract to include your Master Software/Services Agreement or any additional terms and conditions, please provide a copy of that document and state as such in your offer.
  - [A redline copy of Mason's Attachment B – Sample Contract. A copy of Nuventive's Software and Professional Services Agreement is also included.](#)
- Provide your organization's VPAT (this can be attached as an Appendix).
  - [This has been included in the proposal](#)



## Qualifications and Experience

Nuventive's team has years of both higher education assessment and planning experience combined with Nuventive implementation experience. One of the individuals below will serve as VSU's dedicated Managed Services lead consultant (project manager/primary contact). Based upon the client's timeline and needs, one or multiple people from the list below will work with Mason.

### **Dave Choban, (Pittsburgh, PA) - Director of Professional Services**

Mr. Choban is a Nuventive founder and Director of Professional Services. In this role, he leads and oversees the teams responsible for installing and configuring Nuventive's solutions to meet customers' needs. He has worked with many colleges and universities in his 20+ years in this role. Mr. Choban's experience includes leading successful implementations with colleges and universities at 2-year and 4-year colleges, universities and health science centers.

### **Paul DeSante (St. Paul, MN) – Director of Information Experience & Business Intelligence**

Mr. DeSante has 14+ years working with many colleges and universities and has led successful implementations using various Nuventive solutions. This experience has provided him access to implementation and follow-through best practices as well as critical knowledge of learning outcomes assessment, strategic planning, program review, and both regional and program accreditation. Mr. DeSante has significant experience with Microsoft cloud solutions, including Power BI, particularly where these join with Nuventive solutions to assist customers with organizing, displaying, and disseminating data to their faculty and staff. He manages Nuventive Improve Analytics reporting (part of the Platform).

### **Natalie A. Kistner, Ph.D.- Professional Services Consultant**

Dr. Kistner is an accomplished Institutional Research and Effectiveness professional with a record of providing timely, relevant data for use by faculty, staff, and administrators; building institution-wide capacity for data-informed decisions; and evaluating the effectiveness of programs and interventions designed to improve institutional and student outcomes.

### **Bailey Watson (Austin, TX) – Professional Services Consultant**

Ms. Watson has served higher education in multiple roles since 2002 including Tenure Track Faculty, Assessment Liaison, Department Chairperson and Accreditation Officer. Ms. Watson has extensive experience with the SACSCOC and integrates that expertise as she guides colleges and universities in implementing and maintaining Nuventive solutions. Additionally, Ms. Watson also specializes in software training focusing both on material provided by Nuventive as well as customized training materials for individual colleges and universities. Ms. Watson's has 6 years of experience leading successful implementations of Nuventive solutions at 2-year and 4-year colleges, universities and health science centers.

### **Joann Wheeler, Ed.D. -Professional Services Consultant Professional Services Consultant**

Dr. Wheeler has years of experience working with higher education institutions in planning and assessment, first as an independent consultant and now with Nuventive. Additionally, Dr. Wheeler also specializes in software training focusing both on material provided by Nuventive as well as customized training materials for individual colleges and universities. In addition to her general higher education knowledge, she brings specific LMS and accreditation expertise to the Nuventive team.



## Specific Plan (Methodology)

The Nuventive Platform addresses Mason's Specific Needs. At a high level, the Nuventive Platform offers the following functionality:

### **Improvement engine**

Tailored to support a data-improved culture, the Platform captures and maintains institutional memory on your plans and actions and allows linkages across plans to get a truly enterprise view of what is happening. It delivers visual reports that can be configured to help you uncover which specific actions led to progress.

### **Information in context**

Nuventive gives faculty, staff and leadership access to the best available information, a continuous feedback loop, and a platform for delivering results. Because people will use the best information in decision-making, Nuventive's platform increases the quality of planning and improves the process of implementing and monitoring those plans.

### **Summative and formative assessment of progress**

Nuventive combines the numbers with the narrative in a single solution. It allows your institution to back opinions with data, so you can visualize not only the data around the performance of your programs but also the expert assessments of your faculty and staff as to why things are where they are.

### **Ease of use for stakeholders**

The Nuventive Platform features intuitive organization, alignment, documentation, and reporting capabilities that multiple stakeholder groups can understand and effectively use as they track their effort and effectiveness against goals. You can take a number of key actions – such as issuing budget requests, writing annual updates, or adding an outcome or goal – without leaving the context of the process on which you're working.

Assignments allow participation from occasional participants in the process through email, without having to be trained on or even to log into the software.

### **Dashboards and reporting**

The Platform's built-in analytics deliver interactive reporting and customizable dashboards, so your stakeholders end up with higher quality, more relevant, timely, and explorable information around key topics for your improvement initiatives. Dashboards provide an executive-level view of the planning process and display the detailed sequence of actions and outcomes related to specific goals and objectives.

### **Expanded benefit from your analytics and reporting solution investments**

In a single online environment and tied directly to desired outcomes, Nuventive maps your plan to relevant information from your existing technology stack. Nuventive can display relevant information from your (SIS) and learning management systems (LMS) to maximize the value of your technology investments.

### **Cloud-based performance**

Built and hosted on Microsoft® Azure, the Nuventive Platform is a fully configurable, cloud-based solution.

### **Managed Services**

At Nuventive, we make sure your institution is up and running quickly—and we do it without losing sight of your unique needs.

Our team of seasoned higher-education consultants has many years of on-the-ground experience in assessment, planning, process design, supporting innovation, and facilitating cultural change. Our personal, hands-on approach to addressing your needs goes well beyond the norm. We are here to help you get started and see you through to success.

After your Nuventive Platform is successfully implemented, our managed services team will take care of ongoing management and enhancement to ensure you reap its full benefits. We take on the role of solution administrator,



freeing your staff to focus on using the platform to manage your plans—rather than spending time and energy on configuration and maintenance. You tell us what you need it to do, and we will work with you to make it happen.

We will make sure you understand new features as they are released and offer advice for adding them to your existing implementation. We also help you deal with turnover at your institution, providing consistent and seamless knowledge transfer between previous and new staff. This service is an integrated part of your new Nuventive Platform subscription.

Each institution receives:

- Access to a team of professional services consultants
- Development of a 'roadmap' aligning the Platform and your institution's current and future planning needs
- Ongoing configuration and set up for both initial and new areas of implementation
- Custom report creation as needed
- Executive briefings for your team
- Import of existing plans (if applicable) to help your team hit the ground running

To further support institutions, our consulting team can also be engaged to:

- Facilitate development of new strategic, operational, IT, and other plans or adapt existing plans to a performance-oriented approach
- Identify relevant metrics and key performance indicators (KPIs)
- Assess the effectiveness of existing planning processes
- Redesign processes for better results
- Design cultural change programs to influence effective institution-wide adoption of your performance and achievement objectives
- Help you move toward a data-improved culture
- Consult on other relevant planning, information, and process issues as required Please see Attachment F (sample screens).



## References

### **University of Texas at Austin**

Jeff Freels

Director of Academic Policy & Compliance

[jeff.freels@austin.utexas.edu](mailto:jeff.freels@austin.utexas.edu)

(512) 232-4067

University of Texas Austin (UT) needed a solution to help the University organize its assessment and planning efforts, meet the deadlines for SACS reaffirmation and create a foundation for continuous improvement efforts to support its overall mission. Nuventive worked closely with the UT team to quickly assess the university's planning and assessment environment and design a solution that would provide an end-to-end institutional improvement platform.

### **Florida State University**

Rick Burnette

Associate Provost

[rick.burnette@fsu.edu](mailto:rick.burnette@fsu.edu)

(850) 644-1532

Florida State University (FSU) like many large institutions, has over the years implemented a variety of information systems, analytics and BI solutions that are not integrated nor directly support the university's business processes such as strategic planning, outcomes assessment and accreditation.

Its vision was to bring all of these disparate information sources together into one place, integrate it with the important university improvement initiatives and make it accessible for those who could turn it into a meaningful impact.

### **Florida A&M**

Brandi Newkirk

Director of Planning and Accreditation

[brandi.newkirk@famu.edu](mailto:brandi.newkirk@famu.edu)

(850) 412-5263

Florida A&M has college wide assessment for academics and non-academics, strategic planning and Program Review. The school wanted to automate their system and eliminate silos by using the Essential Platform. They have a massive strategic plan with specific priorities and wanted to get a top-down Executive view that tracked KPI's.

Stephen F Austin State University

John E. Calahan

Director of Institutional Effectiveness

[calahanje@sfasu.edu](mailto:calahanje@sfasu.edu)

(936) 468-1025

Stephen F. Austin has been a Nuventive client for more than 10 years. They have moved through multiple iterations and recently became a Nuventive Improvement Platform customer using it primarily for Student Outcomes and Assessment reporting and are now building out additional capacity around Accreditation, Program Review and Strategic Planning.



## Proposed Pricing

Nuventive is proposing 3 different pricing structures for Mason's consideration, with varying prices based on the level of commitment.

### Nuventive Improvement Platform Essential

Essential Edition First Year Cost  
Implementation One Time Cost

#### Total First Year cost

Optional Second year cost  
Optional Third Year cost  
Optional Fourth Year cost  
Optional Fifth Year cost  
Optional Sixth Year cost  
Optional Seventh year cost  
Optional Eighth Year cost  
Optional Ninth Year Cost  
Optional Tenth Year cost

### One Year Commitment w/ 9 Optional Years

\$76,948

\$10,000

**\$86,948**

\$79,016

\$87,016

\$95,016

\$103,016

\$111,016

\$119,016

\$127,016

\$135,016

\$143,016

### Nuventive Improvement Platform Pricing Essential

Essential Edition First Year  
Implementation One Time Cost

#### Total First Year cost

Total Second year cost  
Total Third Year cost  
Optional Fourth year cost  
Optional Fifth year cost

#### Total Five-year cost

### Three Year Commitment w/ 2 Optional Years

\$72,639

\$10,000

**\$82,639**

\$72,639

\$72,639

\$74,818

\$77,062

**\$379,797**

### Nuventive Improvement Platform Pricing Essential

Essential Edition First Year  
Implementation One Time Cost

#### Total First Year cost

Second year cost  
Third year cost  
Fourth year cost  
Fifth year cost

#### Total Five-year cost

### Five Year Commitment

\$68,330

\$10,000

**\$78,330**

\$68,330

\$68,330

\$68,330

\$68,330

**\$351,650**





## Miscellaneous Information

- Are you and/or your subcontractor currently involved in litigation with any party?
  - [No](#)
- Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
  - [None](#)
- Please list all lawsuits that involved your firm or any subcontractor in the last three years.
  - [None](#)
- In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.
  - [No](#)



**ATTACHMENT A**  
**SMALL BUSINESS SUBCONTRACTING PLAN**  
**TO BE COMPLETED BY OFFEROR**

Offerors must advise any portion of this contract that will be subcontracted. All potential offerors are required to include this document with their proposal in order to be considered responsive.

**Small Business:** "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date and time for proposals. This shall also include DSBSD certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at [www.SBSD.virginia.gov](http://www.SBSD.virginia.gov) (Customer Service).

Offeror Name: Nuventive, LLC

Preparer Name: David Roney Date: 6/30/2022

Who will be doing the work: ☐ I plan to use subcontractors ☒ I plan to complete all work

**Instructions**

- A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.
- B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

**Section A**

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participations will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

**Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement Subcontract #1**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
 Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
 Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_



**Subcontract #2**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #3**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #4**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #5**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_



Purchasing Department  
4400 University Drive, Mailstop 3C5  
Fairfax, VA 22030  
Voice: 703.993.2580 | Fax: 703.993.2589  
<http://fiscal.gmu.edu/purchasing/>

## ATTACHMENT B – SAMPLE CONTRACT GMU-1812-22

**Note: Other documents may be incorporated into this document, either by way of attachment or by reference, but in all cases this contract document shall take precedence over all other documents and will govern the terms and conditions of the contract.**

This Contract entered on this \_\_\_\_ day of \_\_\_\_\_, 2022 (Effective Date) by Nuventive, LLC hereinafter called “Contractor” (located at 9800B McKnight Road, Suite 255, Pittsburgh, PA 15237) and George Mason University hereinafter called “Mason,” “University”.

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide \_\_\_\_\_ for the \_\_\_\_\_ of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. (or as negotiated)
- IV. **PRICE SCHEDULE:** As negotiated
- V. **CONTRACT ADMINISTRATION:** \_\_\_\_\_ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** As negotiated
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
  - A. This signed form;
  - B. Data Security Addendum (attached);
  - C. Negotiation Responses dated XXXXX (incorporated herein by reference);
  - D. RFP No. GMU-XXXX-XX, in its entirety (incorporated herein by reference);
  - E. Contractor’s proposal dated XXXXXX (incorporated herein by reference).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **CONTRACT PARTICIPATION:** *As negotiated.* It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.



Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any other participating entity and will not be considered in default of any the contract formed with such participating entity no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

#### **X. STANDARD TERMS AND CONDITIONS:**

- A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. ANTI-DISCRIMINATION: By entering into this Contract, Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this Contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.



- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent, which shall not be withheld unreasonably. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to its performance obligations under this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in Administrative Policy Number 2221 – Background Investigations, the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason due to Contractor's uncured material breach of this Contract, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
  1. The parties may agree in writing to modify the scope of this Contract. An increase or



decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of this Contract.

2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
- c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.

K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The firm must submit written claim to:  
Chief Procurement Officer  
George Mason University  
4400 University Drive, MSN 3C5  
Fairfax, VA 22030
2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days





after receipt of the claim.

4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
  - M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: 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), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
  - N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia, unless such disclosure is to employees, contractors or other personnel of Mason or the Contractor who have a need to know such information to perform applicable obligations under the Contract.
  - O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason 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 Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
  - P. CONTINUITY OF SERVICES:
    1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
      - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
      - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
      - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor, to the extent required by applicable state law.





2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. Mason shall be obligated to pay fees for any such phase-in/phase-out services at the then-current standard rates for Contractor's professional services. This plan shall be subject to the Procurement Officer's approval.
  3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. **DEFAULT:** In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. **ENTIRE CONTRACT:** This Contract, including but not limited to the attached Contractor Software and Professional Services Agreement (the "License Agreement") and any other applicable addenda, constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. **EXPORT CONTROL:**
1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
    - A. notify Mason (by sending an email to [export@gmu.edu](mailto:export@gmu.edu)), and
    - B. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval



for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: [export@gmu.edu](mailto:export@gmu.edu).

- V. **FORCE MAJEURE:** ~~Mason- Either party~~ shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of ~~such party~~ ~~Mason~~, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing ~~(each such cause, a "Force Majeure Event")~~. In the event any fees or payments owed to Contractor under this Contract are pre-paid by or on behalf of Mason and such pre-paid fees or payments are allocable to Contractor's nonperformance resulting from a Force Majeure Event and performance does not resume within a reasonable duration following such Force Majeure Event, then Upon written notification from Mason that such ~~cause~~ a Force Majeure Event has occurred without Contractor resuming performance in a timely manner, Contractor agrees to directly refund all payments to Mason, for such services not yet performed, including any pre-paid deposits allocable to Contractor's nonperformance resulting from a Force Majeure Event within 14 days.
- W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same ~~pricing~~, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at ~~Favored Customer~~ pricing, terms and conditions consistent with those offered to other similarly situated Contractor customers for the same additional goods and/or services.
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any third-party claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, 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 Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.



- AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

- BB. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured.

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, Workers' Compensation, and Commercial Automobile Liability Insurance.

- CC. **INTELLECTUAL PROPERTY:** Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

1. 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 Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
2. Work Made for Hire. With the exception of any Contractor Software, Documentation and Confidential Information that is licensed or made available to Mason under the License Agreement or elsewhere in this Contract, all of which shall remain the sole property of Contractor or its licensors pursuant to the attached License Agreement, Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract 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. With the exception of any Contractor Software, Documentation and Confidential Information that is licensed or made available to Mason under the License Agreement or elsewhere in this Contract. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

- DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).
- EE. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- FF. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- GG. REMEDIES: If the Contractor materially breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract ~~without prior~~ thirty (30) days after Mason provides Contractor with written notice of such material breach, which breach is not cured (if curable) within such 30-day period.
- HH. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not



exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the “services” category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available.

- II. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a “Campus Security Authority (CSA).” CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.”
- JJ. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason’s reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason’s request, provide Mason with a copy of its response.
- If Mason 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 Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason’s reasonable requests in connection with its response.
- KK. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- LL. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. SUBCONTRACTS: With the exception of Contractor Software, which shall be hosted by Contractor’s third-party cloud service provider(s) unless expressly stated otherwise in a written instrument signed by the parties. No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- NN. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason’s efforts related to SWaM goals. Upon contract execution, Contractor (if eligible and as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- OO. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and





patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
3. 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 Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract 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 Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason'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 the Contract, required by law, or authorized in writing by the University.
7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.



PP. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment 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 Contractor'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. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.
3. Mason reserves the right in its sole discretion to perform audits of Contractor upon request, no more than once a year and, at Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

QQ. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data ~~are securely returned~~ may be downloaded or destroyed as directed by Mason in its sole discretion within ~~30~~ 30+80 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor's facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor 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 Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

- RR. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason’s review and approval.
- SS. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

**Contractor Name**

**George Mason University**

\_\_\_\_\_  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
\_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
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**ATTACHMENT C**  
**Data Security Addendum for inclusion in GMU-1812-22 with**  
**George Mason University (the “University”)**

This Addendum supplements the above-referenced Contract between the University and Full legal name of Firm/Vendor Nuventive, LLC. (“Selected Firm/Vendor”) dated (the “Contract”). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under a Contract or Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of Sensitive University Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

This Addendum sets forth the terms and conditions pursuant to which Sensitive University Data will be protected by the Selected Firm/Vendor during the term of the Parties’ Contract and after its termination.

**1. Definitions**

Terms used herein shall have the same definition as stated in the Contract. Additionally, the following definitions shall apply to this Addendum.

- a. **“Personally Identifiable Information (“PII”)”** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver’s license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
- b. **“University Data”** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
- c. **“Sensitive University Data”** means data identified by University to Selected Firm/Vendor as Sensitive University Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University’s financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information.
- d. **“Securely Destroy”** means taking actions that render data written on 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.
- e. **“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.
- f. **“Services”** means any goods or services acquired by the University from the Selected Firm/Vendor.

**2. Data Security**

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Sensitive University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption. Additionally, Selected Firm/Vendor warrants that all Sensitive University Data shall be Securely Destroyed, when destruction is requested by University.
- b. If Selected Firm/Vendor’s use of Sensitive University Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card



or identity information. Contractor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

### 3. Employee Background Checks and Qualifications

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Sensitive University Data: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

### 4. Security Breach

- a. Liability. 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 of Sensitive University Data which arises out of or results from Selected Firm's/Vendor's breach of the data security obligations set forth in this Addendum, 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.

### 5. Audits

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls; ii) vulnerability scan, performed by a scanner approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
- b. Additionally, the Selected Firm/Vendor will provide the University upon request no more than once per year 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 the Contract. In the event Contractor's data security measures continue to be deficient following such audit-based modifications, ~~T~~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.
- c. AICPA SOC Report (Type II)/per SSAE18: Vendor must provide the University with its most recent Service Organization Control (SOC) audit report and that of all subservice provider(s) relevant to the contract. It is further agreed that the SOC report, which will be free of cost to the University, will be provided annually, within 30 days of its issuance by the auditor (or within 30 days of the Effective Date, if Contractor's annual SOC report has already been issued for the applicable year). The SOC report should be directed to the appropriate representative identified by the University. Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.



IN WITNESS WHEREOF, this Addendum has been executed by an authorized representative of each party as of the date set forth beneath such party’s designated representative’s signature.

**Selected Firm/Vendor**

**George Mason University**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## NUVENTIVE SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT

This Software and Professional Services Agreement ("**Agreement**"), effective as of \_\_\_\_\_, 2022 (the "**Effective Date**"), is entered into by and between Nuventive, LLC, a Delaware limited liability company located at 9800B McKnight Road, Suite 255, Pittsburgh, PA 15237 ("**Nuventive**"), and the entity identified in the Order Form attached to this Agreement as **Exhibit A** ("**Licensee**"). Nuventive and its Third-Party Providers have developed Software and Software Services (defined below) for use by Licensee and authorized users ("**Users**"). Software or Software Services made available to Licensee or its Users by Nuventive under this Agreement ("**Software Products**") shall be subject to the provisions of this Agreement. This Agreement supplements and is hereby incorporated by reference into the contract arising out of RFP No. GMU-1812-22, entered into by and between the parties as of \_\_\_\_\_, 2022 ("**Contract**").

The parties agree as follows:

1. **DEFINITIONS.** Terms used in this Agreement are defined as follows:

1.1 "**Confidential Information**" means all information or material of a party that, from all relevant circumstances, reasonably should be assumed to be confidential and proprietary. Each party's Confidential Information shall remain the exclusive property of that party. Confidential Information of Nuventive includes, but is not limited to, the Software Products, Professional Services, Documentation in all forms, and the terms and conditions of this Agreement (including pricing and the terms of Order Forms and Work Orders). Confidential Information does not include information or material that: (a) is or becomes generally known to the public by any means other than a breach of the receiving party's obligations; (b) was previously known to the receiving party or rightly received by the receiving party from a third party; (c) is independently developed by the receiving party; (d) is subject to disclosure under court order or other lawful process, provided that the receiving party gives the disclosing party sufficient prior notice to contest such order or process; or (e) must be disclosed or made public under any applicable law, or any requirements of any applicable government authority.

1.2 "**Documentation**" means Nuventive-provided specifications and user documentation, in all forms, relating to the Software Products or the Services (e.g., user manuals, on-line help files, service descriptions, etc.).

1.3 "**Intellectual Property Rights**" means all rights to any inventions (whether or not patentable), works of authorship, moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how, and all other subject matter protected under intellectual property laws.

1.4 "**Licensee Data**" means data provided by Licensee and/or the Users for use in connection with the Software Services or the Professional Services.

1.5 "**Material Defect**" means any reported reproducible error or other defect in a Software Product that constitutes a substantial nonconformity with the Documentation for the Software Product.

1.6 "**Order Form**" means **Exhibit A** attached hereto and other Order Forms entered into with Licensee under this Agreement. All Order Forms are incorporated into this Agreement.

1.7 "**Personal Data**" means any personally identifiable information relating to any Users of the Software Products or

other individuals that is transferred to or stored on Nuventive's network in connection with this Agreement.

1.8 "**Professional Services**" or "**Services**" means services provided by Nuventive and/or Third-Party Providers under this Agreement, an Order Form or Work Order.

1.9 "**Software**" means the object code version of any software Nuventive makes available to Licensee for its use directly or through any Software Services.

1.10 "**Software Services**" means hosted application services provided by Nuventive or Third-Party Providers under an Order Form or other agreement with Licensee.

1.11 "**Third-Party Provider**" means any third-party supplier or service provider that provides or assists Nuventive with Services, or in providing other products or services.

1.12 "**Third-Party Software**" means non-embedded products and program code provided by third parties for use by Licensee with the Software Products. Nuventive makes no warranties or representations regarding Third-Party Software. Licensee may be required to enter into separate agreements with third-parties licensing these products or services.

1.13 "**Work Order**" means a statement of work executed by the parties referencing this Agreement, generally in the form attached as **Exhibit B**.

2. **LIMITED LICENSE.**

2.1 **Provision of License.** Nuventive grants to Licensee, for the term stated in the Order Form (the "**Term**"), a limited, nontransferable, nonexclusive right to use the Software Products, subject to this Agreement, the Documentation and any service description. The Software Products are licensed to Licensee, not sold. Licensee shall use the Software Products only in the form provided by Nuventive, and for Licensee's internal use. Unless otherwise provided in the Order Form, all Software will be hosted by Nuventive's third party service provider(s).

2.2 **Enhancement; Feedback.** Nuventive may upgrade, enhance, or modify the Software Products ("**Enhancements**"). Enhancements that add functionality or features to the Software Products may be provided at an additional Fee. Enhancements that are generally made available to licensees without charge will be made available to Licensee without charge. Enhancements will be subject to the terms of this Agreement and will be deemed part of the applicable Software Product.

## NUVENTIVE MASTER SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT

**2.3 No Access to Third Parties.** Licensee shall not rent, sell, assign, lease, sublicense, transfer, or encumber any of the Software Products or otherwise allow any third party (including, without limitation, any third-party vendor or outsourced service provider) to access or use the Software Products, other than as permitted by the Documentation. Third-party vendors or outsourced service providers engaged by Licensee may access or use Software installed on-premises at Licensee's location for the sole purpose of providing Licensee with system support and maintenance, subject to such third parties being bound by confidentiality restrictions that are at least as restrictive as the confidentiality restrictions imposed on Licensee and Users under this Agreement.

**2.4 Return of Licensee Data.** With respect to Licensee Data held in a hosted environment provided by Nuventive, upon expiration or termination of the Term, data provided by Licensee and/or the Users to Nuventive's hosted environment, as applicable, such hosted Licensee Data may be downloaded by Licensee for a period of thirty (30) days. After such 30-day period, Nuventive may, unless legally prohibited, delete all such Licensee Data. It is Licensee's responsibility to backup or archive Licensee Data in a manner that Licensee deems appropriate.

**2.5 Hosting, On-Premises Access and Use, and Related Limitations.** Unless provided otherwise in an applicable Order Form, Nuventive Software Programs will be hosted as part of the Software Services. If an Order Form identifies any Software Programs that will be delivered or made available to Licensee for on-premises access or use on Licensee's system, then Licensee, in addition to the other limitations set forth in this Section 2: (a) shall not copy or distribute such Software except to the extent copying is necessary to use the Software for purposes set forth in this Agreement or the Order Form; (b) may make a single copy of such Software for backup and archival purposes; (c) shall not install such Software at any additional location(s); and (d) will return or destroy all copies of the Software (including modifications or derivative works thereof), the Documentation and any Nuventive Confidential Information if the license for the Software terminates at any time for any reason. If Licensee has a license for on-premises Software installed on Licensee's system, Licensee may elect, by notice to Nuventive, to convert such license to a Software Services license with access to the licensed Software through an off-premises platform hosted by Nuventive and/or its Third-Party Provider(s). If Licensee makes such election and is in compliance with its duties and obligations under this Agreement and any applicable Order Form, Nuventive will provide the Software to Licensee as part of the Software Services, subject to Licensee's payment of the applicable hosting and subscription Fees, and further subject to the acceptance by Licensee and its Users of the service description terms and any applicable "click-through" agreement necessary to access and use such Software Services.

### 3. **RESPONSIBILITIES OF THE PARTIES.**

**3.1 Nuventive Responsibility.** Nuventive shall provide the Software Products and support and maintenance or other Services, as set forth in the applicable Order Form.

### **3.2 Licensee Responsibility.**

**3.2.1 Use Restrictions.** Licensee and its representatives shall not attempt to modify, customize, copy or misappropriate any feature of the Software Products or attempt to derive the source code, source files or structure of any portion of the Software Products by any form of reverse engineering, disassembly or decompilation, except to the extent permitted by law. The Software Products are not specifically developed or licensed for use in any nuclear, aviation, mass transit or medical application or in any other inherently dangerous application. Licensee and its Users may not access or use the Software Products in any manner that: (a) is likely to be perceived as obscene or indecent (outside of academic discourse), or is abusive, threatening or harassing to another person; (b) violates any rights of others or infringes any Intellectual Property Rights; (c) libels, defames or slanders any person, or violates any person's privacy rights; (d) contains any computer virus, malware, or harmful component; (e) allows any third party to access or use the Software Products, except as permitted by the Documentation; (f) adversely affects the performance or availability of Nuventive's network; (g) impairs the operation of the Software Products; (h) violates any applicable local, state, national or foreign law, regulations, rules, court orders or governmental requirements ("**Applicable Law**"); (i) involves sending unsolicited advertising or promotional materials such as "spam" or bulk email; or (j) violates any agreement Licensee has with any person or entity. Licensee and its Users shall use the Software Products in accordance with all applicable privacy laws and regulations, and shall ensure that all necessary consents have been obtained in accordance with such laws and regulations in order to transfer or disclose any Personal Data to third parties or to Nuventive, its affiliates, contractors, agents, successors and/or assigns.

**3.2.2 Licensee Responsible for Equipment and Connectivity.** All costs of providing Third-Party Software, and equipment and connectivity necessary for Licensee or its Users to access the internet and the Software Services, shall be the sole responsibility of Licensee or the applicable Users. It is the responsibility of Licensee to acquire and maintain any Third-Party Software (unless acquired by Licensee from Nuventive), computer system or equipment, and connectivity in accordance with the Documentation that is sufficient for purposes of running Software delivered to Licensee for on-premises access and use through its own systems, as applicable.

**3.2.3 Responsibility for Licensee Data.** Licensee is responsible for: (a) the accuracy and reliability of Licensee Data; (b) obtaining rights it needs to receive, store or use Licensee Data; (c) reviewing and evaluating output from its use of the Software Products; (d) preventing unauthorized access to the Software Products; and (e) complying with Applicable Law. Licensee will provide any technical data, access to facilities, and other relevant information and assistance reasonably required by Nuventive for performance of the Services.

### **3.3 Intellectual Property Rights; Use Guidelines.**

## NUVENTIVE MASTER SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT

**3.3.1 Intellectual Property Rights.** As between Licensee and Nuventive, Nuventive is the sole owner of the Software Products, any modifications thereof, and any work product provided by Nuventive to Licensee ("**Deliverables**"), including all related Intellectual Property Rights; provided, however, such ownership excludes Licensee's content and branding elements embedded therein. Licensee grants to Nuventive a worldwide, nonexclusive, nontransferable limited license to use Licensee branding elements, content, information or materials as needed to perform the Services and its other obligations under this Agreement, and for no other purpose. All rights not granted to Licensee in this Agreement are expressly reserved to Nuventive.

**3.3.2 Limited Rights Granted to Nuventive.** Licensee grants to Nuventive, its employees and contractors the right to use or share Licensee Data: (a) to perform its obligations under this Agreement, system maintenance and other management or audit functions; (b) when reasonably necessary to identify, contact or bring legal action against any person who may interfere with Nuventive's or a third party's rights or property; (c) when required by Applicable Law or when such Licensee Data is or may be used for an unlawful purpose; (d) as permitted under Nuventive's privacy policy(ies); and (e) with an acquirer of Nuventive's business relating to any Software Product(s) subject to the acquirer being bound by the terms of this Agreement.

**3.4 Service Bureau Activities.** Licensee shall not (a) act as a service bureau or as an outsource agent of the Software Products; or (b) use the Software Products for the benefit of any other educational institution or students, staff or faculty not directly affiliated with Licensee.

**3.5 Use of Documentation.** Licensee may reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with its use of the Software Products.

**3.6 Third-Party Providers.** Nuventive may use Third-Party Providers to offer products or assist in providing services, in conjunction with the Software Products through an application programming interface or other processes. The terms of this Agreement, including warranty disclaimers and liability disclaimers, inure to the benefit of such Third-Party Providers. NUVENTIVE IS NOT AN AGENT OF ANY THIRD-PARTY PROVIDER, AND NUVENTIVE MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH THIRD-PARTY PROVIDER OR ANY PRODUCT OR SERVICE OF ANY THIRD-PARTY PROVIDER, whether or not such products or services are designated by Nuventive as compatible, "certified," "validated" or otherwise.

**3.7 Export Controls.** Licensee acknowledges that the export, import, and use of certain software and technological data provided under this Agreement is regulated by the United States and other governments and agrees to comply with the U.S. Export Administration Act, the regulations promulgated thereunder, and any other Applicable Laws, such as those that prohibit the Software Products from being used in or accessed by a national of Cuba, Iran, North Korea, Sudan, Syria or any

other sanctioned or embargoed country.

## 4. **FEES.**

**4.1 General.** Fees payable by Licensee ("**Fees**") are payable 30 days after invoice date. Fees for subscription to the Software Services are billed in advance. Fees for Professional Services are billed on a time and materials basis or a fixed price basis, and are payable as set forth in the applicable Work Order. Unless a Work Order specifies a fixed price, Fee estimates for Services are estimates only, and Nuventive will invoice Licensee for actual time spent and expenses incurred. Delinquent payments are subject to late charges equal to the lesser of 1.5% per month of the overdue amount or the maximum amount permitted under Applicable Law. Licensee will reimburse Nuventive for collection costs (including, but not limited to, reasonable attorney fees and costs).

**4.2 Taxes.** Unless Nuventive is provided with a valid tax exemption certificate, Licensee is responsible for all applicable taxes and duties that are levied or imposed by reason of products or services licensed or purchased under this Agreement, excluding Nuventive's income taxes.

**4.3 Adjustments.** Nuventive may adjust Fees and license terms if Licensee exceeds the scope of its existing license or elects to add capacity or features. Licensee shall notify Nuventive if Licensee merges with, is acquired by, or acquires another entity, which changes the number of Users or scope of use of any Software Product.

**5. RELATIONSHIP.** Licensee and Nuventive shall be independent contractors (and neither party shall act as an agent or representative of the other party).

## 6. **CONFIDENTIALITY.**

**6.1 Treatment of Confidential Information.** Each party agrees that: (a) except as otherwise provided under Applicable Law, it will hold all Confidential Information it obtains from the other party in strict confidence and permit use of such Confidential Information solely as permitted under this Agreement; and (b) it may disclose the disclosing party's Confidential Information only to the receiving party's employees, contractors and agents as necessary to perform its obligations under this Agreement.

**6.2 Equitable Remedy.** In the event of a breach or threatened breach of a party's obligations under this Section 6, the non-breaching party will be entitled, in addition to other remedies available, to appropriate equitable relief, without the necessity of posting bond or other security.

## 6.3 **Security and Data Breach.**

**6.3.1 Data Center Security.** All Licensee Data stored or at rest in any data centers hosting the Software Services, or in transport, will be encrypted and will not be transferred (except with Licensee's prior consent) outside the United States. Nuventive will implement reasonable security standards, but in no event less than industry

## NUVENTIVE MASTER SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT

standards, to protect the security of data stored in data centers provided by Nuventive or its Third-Party Providers.

6.3.2 **Data Safeguards.** Nuventive agrees that it will access and use Licensee Data solely to perform its obligations in this Agreement and as permitted by this Agreement. Nuventive will maintain appropriate physical, technical, and administrative safeguards to protect the security of Licensee Data in its possession or under its control.

6.3.3 **Data Breach.** If Nuventive becomes aware of a data breach regarding any Licensee Data in Nuventive's possession or control, Nuventive shall: (a) promptly notify Licensee in writing; (b) cooperate with Licensee to mitigate such data breach; and (c) comply with Applicable Law.

6.3.4 **Personal Data.** All Personal Data to which Nuventive has access under this Agreement will remain the property of (or subject to the rights of) the data subject. Licensee hereby consents to the use, processing and/or disclosure of Personal Data only to the extent necessary for Nuventive in performance of this Agreement, or as required by law.

7. **LIST OF AUTHORIZED USERS.** Permitted authorized Users are Licensee's employees and others who are directly affiliated with Licensee, subject to Nuventive's approval of such affiliation. Licensee will provide a written list of authorized Users to Nuventive on request. Users are not permitted to share log-in information with any third party. Licensee is responsible for all use of the Software Services by its Users. Licensee will immediately notify Nuventive if Licensee becomes aware of any loss or theft of any log-in information or any unauthorized access to the Software Services.

8. **NUVENTIVE WARRANTIES.** Nuventive warrants that: (a) it has full power and authority to enter into and perform this Agreement; (b) with respect to Software that may be provided or made available by Nuventive under this Agreement for on-premises access and use through Licensee's systems, for a period of ninety (90) days following the initial delivery or installation of any previously uninstalled Software, such newly installed Software shall not be subject to a Material Defect (but no new warranty period will apply for any later updates or new versions of the Software provided without charge to Licensee); (c) with respect to any Software Products that are hosted in a remote environment as part of a subscription for Software Services, such hosted Software Products shall perform substantially in accordance with the Documentation; and (d) it will perform the Professional Services in a professional and workmanlike manner, in accordance with generally prevailing industry standards. Nuventive's sole liability under the foregoing warranties shall be for Nuventive to correct or replace any Material Defect of the applicable Software Product or re-perform the deficient Services within a reasonable time. If Nuventive is unable to do so, then Licensee may terminate the license for such Software Product containing any Material Defect and upon such termination Nuventive will refund any pre-paid Fees relating

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9. **LICENSEE WARRANTIES.** Licensee warrants that: (a) it has full power and authority to enter into and perform this Agreement; (b) any Licensee Data or other information provided by Licensee does not infringe the Intellectual Property Rights or other rights of any person; and (c) it will use the Software Products and Professional Services in compliance with Applicable Law.

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11. **INDEMNIFICATION BY NUVENTIVE.** Nuventive shall defend, indemnify and hold Licensee harmless against any damages awarded against Licensee by a court of competent jurisdiction in connection with a third-party claim that alleges Licensee's use of a Software Product or Deliverable in



## NUVENTIVE MASTER SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT

accordance with this Agreement infringes the Intellectual Property Rights of such third party. The foregoing indemnification shall not apply to any claim arising from: (a) Licensee's use of the Software Product in violation of or outside the scope of this Agreement; (b) Licensee's use of a superseded or modified (other than by Nuventive) version of the Software Product; (c) the combination, operation or use of the Software Product with any unauthorized third-party software, hardware or other materials; or (d) Nuventive's compliance with any instructions, designs or specifications provided by Licensee. Licensee's right to indemnification is subject to Licensee providing Nuventive: (i) prompt written notice of the claim; (ii) sole control of the defense and settlement of the claim (subject to Licensee's consent to any settlement, not to be unreasonably withheld); and (iii) all reasonable assistance with respect to the defense of such claim.

**12. SUSPENSION OF SERVICES AND REMOVAL OF CONTENT.** Nuventive may suspend any license, subscription or performance of Services, or reject any Licensee Data: (a) to prevent damages to or interference with Nuventive's products, services or network; (b) to comply with Applicable Law; (c) to protect Nuventive from potential legal liability; or (d) if an undisputed invoice remains unpaid for 45 or more days from its due date.

**13. LIMITATION OF LIABILITY.** NONE OF THE DISCLAIMING PARTIES SHALL HAVE ANY LIABILITY TO LICENSEE OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA OR OTHER INCIDENTAL, CONSEQUENTIAL OR SPECIAL LOSS OR DAMAGE OF ANY KIND OR NATURE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING USE OF THE SOFTWARE PRODUCTS OR PROFESSIONAL SERVICES, EVEN IF THE DISCLAIMING PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE DISCLAIMING PARTIES TO LICENSEE OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR ANY USE OF THE SOFTWARE PRODUCTS OR PROFESSIONAL SERVICES SHALL NOT EXCEED TWICE THE TOTAL FEES PAID TO NUVENTIVE BY LICENSEE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT FAIL IN THEIR ESSENTIAL PURPOSE.

**14. TERM.** The Term of this Agreement will continue for the Term specified in Exhibit A, unless earlier terminated in accordance with this Agreement. Work Orders will extend until Services are completed, or until earlier termination in accordance with the terms thereof. If any Work Order is terminated prior to completion, Licensee will be responsible for all charges and expenses incurred through the effective date of termination.

**15. TERMINATION.** In addition to any other available rights or remedies, the Contract including this Agreement will terminate 60 days after either party gives the other party written notice of a material breach of this Agreement or any other agreement between Nuventive and Licensee, which

breach is not cured (if curable) within such 60 day period. Upon termination for any reason other than Nuventive's material breach, Licensee will not be entitled to any refund except as otherwise provided in the applicable Order Form or by law.

### **16. GENERAL PROVISIONS.**

**16.1 Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the non-assigning party. Any attempt by a party to assign such rights or obligations shall be void. Notwithstanding the foregoing or any provision stating otherwise in the Contract, Nuventive may assign this Agreement to any entity succeeding to all or substantially all of the business or assets of any Nuventive line of business by a merger or other similar transaction, or by the sale or acquisition of assets; provided that if the assignee is objected to by Licensee, Licensee, for a period of 30 days after being notified of such assignment or prospective assignment, will have the right to terminate this Agreement by notice to Nuventive. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

### **16.2 Intentionally Omitted**

**16.3 Governing Law.** The interpretation and enforcement of this Agreement shall be governed by the law of the Commonwealth of Virginia without reference to its choice of law rules.

**16.4 Counterparts.** This Agreement may be executed in any number of identical counterparts.

**16.5 Notices.** Any notices or other communications between the parties ("**Communications**") may be provided electronically or through one of the other delivery methods identified in this Section. Electronic Communications may be delivered to any email address provided by the parties for such purpose. Except for notices relating to any allegation of default, suspension or termination under this Agreement, Communications from Nuventive may be posted on the pages within Nuventive's website. Communications hereunder shall be deemed effective when delivered as provided above, or by hand, by facsimile transmission, or upon receipt when mailed by registered or certified mail (return receipt requested), postage prepaid. Notices to Nuventive shall be addressed to the attention of Nuventive's Chief Executive Officer. Notices to Licensee shall be addressed to Licensee's signatory of this Agreement unless otherwise designated in any Order Form or Work Order. Any party may change the address at which it receives notices by giving written notice to the other party.

**16.6 Survival.** The following sections of this Agreement shall survive termination or expiration of this Agreement: 2.2 through 2.5; 3.2 through 3.7; 4; 6 through 13; 15; and 16.3 through 16.7.

**16.7 Other Provisions.** The Contract, this Agreement and any applicable Exhibit, Order Form and/or Work Order, all of which are incorporated by reference, constitute the entire agreement between the parties with regard to its subject



**NUVENTIVE  
MASTER SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT**

matter. No other agreements, representations, or warranties have been made by either party to the other except as referenced herein. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. Except for any Exhibit, Order Form, Licensee’s Addenda or Nuventive service description entered into by the parties or provided by Nuventive at the time of entry into this Agreement as agreed upon by the parties in writing, no terms or conditions stated in a contract, purchase order or in any other order documentation, notwithstanding

any language to the contrary therein, shall be incorporated into or form any part of this Agreement or any Exhibit or Order Form, and all such terms or conditions shall be null and void. Waiver of any provision in one instance shall not preclude enforcement on future occasions. Headings are for reference purposes only and have no substantive effect. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Order Form or Work Order, the terms of such Order Form or Work Order shall prevail.

**IN WITNESS WHEREOF**, the parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date first written above.

**Nuventive, LLC:**

**George Mason University**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By (Sign): \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## Exhibit A

**Nuventive Software:** Nuventive Improvement Platform Essential Edition

**Licensee:** **Geaorge Mason University**

**Designated Contact(s):**

**Contract Term:** Three Years

**License Type:** Subscription Service License for Software Component

**Subscription/Software:** Nuventive Improvement Platform Essential Edition  
Included with the core Software:

Nuventive Improve Analytics for the Nuventive Improvement Platform Essential Edition – see: [Improve Analytics Document](#)  
Nuventive Connect – LMS – see: [Connect LMS Document](#)  
Managed Services will provide ongoing Software Configuration & Support Services for Nuventive Improvement Platform Essential Edition – see: [Managed Services Document](#)

**Annual Subscription Fees:** **\$92,500.00**

**Special Terms:** Upon the expiration of this initial three -year commitment, this Agreement for Nuventive Software (Nuventive Improvement Platform Essential Edition) shall renew upon written consent by Licensee for consecutive additional one-year terms unless either party provides written notification to the contrary at least ninety (90) days prior to the expiration date of the then current term. Any renewal is conditioned on Licensee having a fully paid up subscription for the applicable software for the applicable renewal term. After year three pricing shall be at the then current pricing for the applicable software Package, as specified by Nuventive and noticed to Licensee, or as otherwise agreed to by Nuventive and Licensee by separate amendment of this Agreement not to exceed 2% per annum.

### SUPPORT AND MAINTENANCE

**Support.** NUVENTIVE, at its sole option, at any time, may modify the Software Products, issue new versions of the Software Products, or establish rules relating to use of the Software Products, or after the end of Term or any renewal thereof cancel or discontinue the Application. Upon activation of Licensee's subscription, NUVENTIVE shall provide to Licensee Support Services for the NUVENTIVE Software Products. NUVENTIVE will provide on-going Support Services to Licensee's Designated Users until the earlier of: (a) the termination or expiration of this Agreement; or (b) such time as Licensee notifies NUVENTIVE that it is no longer authorizing Users to use the Software Products. Support services shall include: (i) diagnosis and response to Material Defects via telephone or email; and (ii) providing telephone and email support and providing qualified personnel to aid in the diagnosis and response to Material Defects. With respect to NUVENTIVE Software installed on-premises at Licensee's location, Support Services do not include, as applicable: (A) visits to Licensee's site; (B) work with or relating to any third-party equipment or software; (C) configuration, setup or installation of NUVENTIVE Software; (D) training or consultation with Users; (E) Professional Services associated with the implementation, installation, configuration or customization of the Software Products, or development of templates or models; or (F) other services associated with the Software Products, including without limitation custom development, knowledge transfer, or other services that may be covered in any service agreement with NUVENTIVE or any third party. NUVENTIVE shall provide telephone consultation within two (2) business days of NUVENTIVE's receipt of a telephone request from a Designated Contact for Support Services during Nuventive Business Hours (Monday-Friday, 9 a.m.-6 p.m. Eastern Time). For calls received after Nuventive Business Hours, NUVENTIVE shall provide a means whereby requests for consultation can be recorded outside of Nuventive Business Hours. Training on how to use the Application, if offered by NUVENTIVE to Licensee pursuant to Exhibit A, will be provided to Licensee at the rates set forth on Exhibit B.

### How to Reach Us

**Worldwide Web:** <https://nuventive.com>  
**Email:** [support@nuventive.com](mailto:support@nuventive.com)  
**Technical Support:** +1 877-427-4768  
**Fax:** +1 412-847-0285

**How to Reach Us**

<b>Worldwide Web:</b>	<a href="https://nuventive.com">https://nuventive.com</a>
<b>Email:</b>	<a href="mailto:support@nuventive.com">support@nuventive.com</a>
<b>Technical Support:</b>	+1 877-427-4768
<b>Fax:</b>	+1 412-847-0285

**Specifications and Requirements: Nuventive Improvement Platform Premier Edition**

**Nuventive Platform™ Requirements:** The Nuventive Platform is 100% cloud-based SaaS (Software as a Service), running completely in Microsoft Azure. No local server, or end user installation required. Licensee shall be responsible for procuring, at its expense, the necessary Microsoft Azure AD account subscription and can work with Nuventive Support to configure the authentication process of users from Azure Active Directory, or an Identity Provider (IDP) that supports SAML2.

Clients may use a Microsoft Windows based operating system or Apple OSX. Clients must be running Google Chrome, Microsoft Edge, Mozilla Firefox, or Safari. Nuventive generally works to be compatible with new versions of these browsers following their release but in advance cannot make any guaranties regarding timing or specific versions.

## EXHIBIT B

### WORK ORDER

<b>1. Administration</b>		
<b>Customer:</b>	George Mason University	
<b>Address:</b>	4400 University Dr. Fairfax, VA 22030	
<b>Customer Contact:</b>	Karen Manley	
<b>Customer Phone:</b>	703-993-8834	
<b>Customer Email:</b>	kmanley@gmu.edu	
<b>Customer Purchase Order Number:</b>		
<b>Nuventive Professional Services Contact:</b>	David Choban Director of Professional Services	<b>Email:</b> <a href="mailto:dchoban@nuventive.com">dchoban@nuventive.com</a>
<b>Nuventive Sales Contact:</b>	Dan Zuppardo Regional Sales Executive	<b>Email:</b> <a href="mailto:dzuppardo@nuventive.com">dzuppardo@nuventive.com</a>
<b>2. Work</b>		
<b><u>Nuventive Professional Category:</u></b>		
Implementation Services for Nuventive Improvement Platform Premier Edition (one-time fee) <a href="#">Implementation Services</a> - PREMIER		
Managed Services to provide ongoing Configuration & Support of Nuventive Improvement Platform Premier Edition 1 INCLUDED, SEE: <a href="#">Managed Services Document</a>		
Additional Professional Services or Training will be \$220/hour, subject to annual adjustment		
<b>total :</b>		
<b>3. Work Details</b>		
Location(s) where the Services will be rendered: <i>Remote</i>		
<b>4. Additional Terms &amp; Conditions</b>		
<i>Travel &amp; expenses, if any, related to the on-premises delivery of professional services or training will be billed at actual expense incurred.</i>		



January 26, 2022

**RE: Letter of Retention by Nuventive**

On January 26, 2022, Nuventive retained Criterion 508 Solutions, Inc. to provide WCAG 2.1 A & AA accessibility consulting, training, testing, and technical support services for the **Nuventive Improvement Platform**.

Starting on January 26, 2022, Criterion will begin delivering web accessibility management consulting, the 1<sup>st</sup> of two rounds of WCAG 2.1 A & AA auditing by 2 senior web accessibility developers and 3 expert end-users with disabilities, advanced WCAG 2.1 technical training, and WCAG 2.1 A & AA technical support services. Criterion anticipates finalizing project deliverables work by Q2 2022.

**About Criterion**

Criterion has 20 years of experience providing premium website accessibility WCAG conformance services to some of the world's best-known brands in retail, insurance, banking, technology, hospitality, health services, E-commerce, higher education, and government. We deliver long-term WCAG compliance solutions for our client's websites, web applications, software, and native mobile apps.

Sincerely,

*Anna Bradley M.S., Ed.S.*

President

Criterion 508 Solutions, Inc.

HUB Tower, 699 Walnut St., Suite 400-611  
Des Moines, IA 50309-3962



# **Voluntary Product Accessibility (VPAT) WCAG 2.0 & Revised Section 508 Edition**

VPAT® Version 2.2

for

## **Nuventive Improve 5.7**

**Prepared by:**

**Criterion 508 Solutions, Inc.**

**Tel: (888) 508-EXPERTS (3973) | [Info@Criterion508.com](mailto:Info@Criterion508.com)**

**HUB Tower, 699 Walnut St., Suite 400-611**

**Des Moines, IA 50309-3962**

**September 25, 2018**

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# Executive Summary

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## Vendor Contact Information

Application Name & Version: Nuventive Improve 5.7

Vendor Company Name: Nuventive

Vendor Contact Name: Gary Choban

Vendor Contact Email: [gcoban@nuventive.com](mailto:gcoban@nuventive.com)

## Scope of Evaluation

URL(s): <https://improve-sandbox2.azurewebsites.net/tracdat/> (Testing completed on dev URL and all content is to be pushed to production by end of October 2018.

Applicable Guidelines: WCAG 2.0 Levels A & AA and Revised Section 508

Supported Browsers: IE v11, Firefox v40 and Chrome

Accessibility testing conducted by 4 auditors including people with visual and mobility disabilities and 1 application developer.

Assistive Technologies used:

- JAWS® 2018 Professional Screen Reading Software
- NVDA 2018 Screen Reading Software
- ZoomText 2018
- Keyboard-Only Accessibility Testing
- SortSite 2018 Website Accessibility Testing Software

## Conformance Levels

The terms used in the Conformance Level columns are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Supports with Exceptions:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion (This can be used only in WCAG 2.0 Level AAA).



## Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included in Report
Web Content Accessibility Guidelines 2.0, at <a href="http://www.w3.org/TR/2008/REC-WCAG20-20081211/">http://www.w3.org/TR/2008/REC-WCAG20-20081211/</a>	Level A (Yes) Level AA (Yes) Level AAA (No)
<a href="#">Revised Section 508 standards</a> as published by the U.S. Access Board in the Federal Register on January 18, 2017 <a href="#">Corrections to the ICT Final Rule</a> as published by the US Access Board in the Federal Register on January 22, 2018	(Yes)

## WCAG 2.0 Report

Tables 1 and 2 also document conformance with:

- Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing
- Chapter 6 – 602.3 Electronic Support Documentation

Note: When reporting on conformance with the WCAG 2.0 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

## Conclusion

This web application **Supports and Supports with Exception** applicable Revised Section 508 and WCAG 2.0 A & AA guidelines. See tables starting on page 5 for details.

Sincerely,

*Anna Bradley M.S., Ed.S.*

President

Email: [ABradley@Criterion508.com](mailto:ABradley@Criterion508.com) | Tel: 888-508-3973



Table 1: Success Criteria, Level A

## Notes:

WCAG 2.0 Criteria	Conformance Level	Remarks and Explanations
<b>1.1.1 Non-text Content</b> (Level A) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Supports with Exceptions</b>	All non-text content that is presented to the user has a text alternative that serves the equivalent purpose. <b>Exception:</b> Some content may not provide accessible text alternatives as content is uploaded by 3 <sup>rd</sup> party users. <b>Resolution:</b> Not planned as controlled by 3 <sup>rd</sup> party content being uploaded by users.
<b>1.2.1 Audio-only and Video-only (Prerecorded)</b> (Level A) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Not Applicable</b>	An alternative for time-based media is provided which presents equivalent information
<b>1.2.2 Captions (Prerecorded)</b> (Level A) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Not Applicable</b>	Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such.
<b>1.2.3 Audio Description or Media Alternative (Prerecorded)</b> (Level A) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Not Applicable</b>	An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such.
<b>1.3.1 Info and Relationships</b> (Level A) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Supports</b>	Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text.

WCAG 2.0 Criteria	Conformance Level	Remarks and Explanations
<b>1.3.2 Meaningful Sequence</b> (Level A) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Supports</b>	When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined.
<b>1.3.3 Sensory Characteristics</b> (Level A) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Supports</b>	Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound.
<b>1.4.1 Use of Color</b> (Level A) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Supports</b>	Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.
<b>1.4.2 Audio Control</b> (Level A) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Not Applicable</b>	If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level.
<b>2.1.1 Keyboard</b> (Level A) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Supports with Exceptions</b>	<p>All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints.</p> <p><b>Exception:</b> Some sub-menu lists display correctly but does not close/removed as user tabs out of sub-menu list when in IE. Displays correctly in Chrome.</p> <p><b>Resolution:</b> Q1 of 2019</p>

WCAG 2.0 Criteria	Conformance Level	Remarks and Explanations
<p><b>2.1.2 No Keyboard Trap</b> (Level A)</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p><b>Web: Supports</b></p>	<p>If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away.</p>
<p><b>2.2.1 Timing Adjustable</b> (Level A)</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p><b>Web: Supports</b></p>	<p>For each time limit that is set by the content, at least one of the following is true:</p> <p><b>Turn off:</b> The user is allowed to turn off the time limit before encountering it; or</p> <p><b>Adjust:</b> The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or</p> <p><b>Extend:</b> The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or</p> <p><b>Real-time Exception:</b> The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or</p> <p><b>Essential Exception:</b> The time limit is essential and extending it would invalidate the activity; or</p> <p><b>20 Hour Exception:</b> The time limit is longer than 20 hours.</p>
<p><b>2.2.2 Pause, Stop, Hide</b> (Level A)</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p><b>Web: Not Applicable</b></p>	<p>For moving, blinking, scrolling, or auto-updating information, all the following are true:</p> <p><b>Moving, blinking, scrolling:</b> For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement,</p>

WCAG 2.0 Criteria	Conformance Level	Remarks and Explanations
		<p>blinking, or scrolling is part of an activity where it is essential; and</p> <p><b>Auto-updating:</b> For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.</p>
<p><b>2.3.1 Three Flashes or Below Threshold</b> (Level A)</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<b>Web: Supports</b>	Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds.
<p><b>2.4.1 Bypass Blocks</b> (Level A)</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software) – Does not apply to non-web software</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs) – Does not apply to non-web docs</li> </ul>	<b>Web: Supports</b>	A mechanism is available to bypass blocks of content that are repeated on multiple Web pages.
<p><b>2.4.2 Page Titled</b> (Level A)</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<b>Web: Supports</b>	Web pages have titles that describe topic or purpose.
<p><b>2.4.3 Focus Order</b> (Level A)</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<b>Web: Supports</b>	If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability.
<p><b>2.4.4 Link Purpose (In Context)</b> (Level A)</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<b>Web: Supports</b>	The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general.

WCAG 2.0 Criteria	Conformance Level	Remarks and Explanations
<b>3.1.1 Language of Page</b> (Level A) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Supports</b>	The default human language of each Web page can be programmatically determined.
<b>3.2.1 On Focus</b> (Level A) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Supports</b>	When any component receives focus, it does not initiate a change of context.
<b>3.2.2 On Input</b> (Level A) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Supports</b>	Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component.
<b>3.3.1 Error Identification</b> (Level A) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Supports</b>	If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text.
<b>3.3.2 Labels or Instructions</b> (Level A) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Supports</b>	Labels or instructions are provided when content requires user input.
<b>4.1.1 Parsing</b> (Level A) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Supports</b>	In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features.

WCAG 2.0 Criteria	Conformance Level	Remarks and Explanations
<b>4.1.2 Name, Role, Value</b> (Level A) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Supports</b>	For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies.

Table 2: Success Criteria, Level AA

**Notes:**

Criteria	Conformance Level	Remarks and Explanations
<b>1.2.4 Captions (Live)</b> (Level AA) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Not Applicable</b>	Captions are provided for all live audio content in synchronized media.
<b>1.2.5 Audio Description (Prerecorded)</b> (Level AA) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Supports with Exceptions</b>	Audio description is provided for all prerecorded video content in synchronized media. <b>Exception:</b> Some content may not provide accessible audio descriptions as content is controlled and uploaded by 3 <sup>rd</sup> party users. <b>Resolution:</b> Not planned as controlled by 3 <sup>rd</sup> party content being uploaded by users.



Criteria	Conformance Level	Remarks and Explanations
<b>1.4.3 Contrast (Minimum)</b> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Supports</b>	The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following: <b>Large Text:</b> Large-scale text and images of large-scale text have a contrast ratio of at least 3:1; <b>Incidental:</b> Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. <b>Logotypes:</b> Text that is part of a logo or brand name has no minimum contrast requirement.
<b>1.4.4 Resize text</b> (Level AA) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Supports</b>	Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality.
<b>1.4.5 Images of Text</b> (Level AA) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Not Applicable</b>	If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following: <b>Customizable:</b> The image of text can be visually customized to the user's requirements; <b>Essential:</b> A presentation of text is essential to the information being conveyed.
<b>2.4.5 Multiple Ways</b> (Level AA) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software) – Does not apply to non-web software</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs) – Does not apply to non-web docs</li> </ul>	<b>Web: Supports</b>	More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process.
<b>2.4.6 Headings and Labels</b> (Level AA) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Supports</b>	Headings and labels describe topic or purpose.



Criteria	Conformance Level	Remarks and Explanations
<b>2.4.7 Focus Visible</b> (Level AA) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Supports with Exceptions</b>	Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible. <b>Exception:</b> In IE on the Assessment Status page, when a Status value is changed using the arrow key with the select list, the page changes accordingly but focus moves to "Skip to" Content link at tope of page. Focus should move to the Data Filters. Works in Chrome. <b>Remediation:</b> Not planned because Browser specific issue and is not a blocking feature.
<b>3.1.2 Language of Parts</b> (Level AA) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Not Applicable</b>	The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text.
<b>3.2.3 Consistent Navigation</b> (Level AA) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software) – Does not apply to non-web software</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs) – Does not apply to non-web docs</li> </ul>	<b>Web: Supports</b>	Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user.
<b>3.2.4 Consistent Identification</b> (Level AA) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software) – Does not apply to non-web software</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs) – Does not apply to non-web docs</li> </ul>	<b>Web: Supports</b>	Components that have the same functionality within a set of Web pages are identified consistently.
<b>3.3.3 Error Suggestion</b> (Level AA) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Supports</b>	If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content.

Criteria	Conformance Level	Remarks and Explanations
<b>3.3.4 Error Prevention (Legal, Financial, Data)</b> (Level AA) Revised Section 508 <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<b>Web: Not Applicable</b>	For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: <b>Reversible:</b> Submissions are reversible. <b>Checked:</b> Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. <b>Confirmed:</b> A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.

Table 3: Success Criteria, Level AAA

Notes: Not Evaluated

Criteria	Conformance Level	Remarks and Explanations
<b>1.2.6 Sign Language (Prerecorded)</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
<b>1.2.7 Extended Audio Description (Prerecorded)</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
<b>1.2.8 Media Alternative (Prerecorded)</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
<b>1.2.9 Audio-only (Live)</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated

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Criteria	Conformance Level	Remarks and Explanations
<b>1.4.6 Contrast Enhanced</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
<b>1.4.7 Low or No Background Audio</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
<b>1.4.8 Visual Presentation</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
<b>1.4.9 Images of Text (No Exception) Control</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
<b>2.1.3 Keyboard (No Exception)</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
<b>2.2.3 No Timing</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
<b>2.2.4 Interruptions</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
<b>2.2.5 Re-authenticating</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
<b>2.3.2 Three Flashes</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
<b>2.4.8 Location</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
<b>2.4.9 Link Purpose (Link Only)</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated

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Criteria	Conformance Level	Remarks and Explanations
<b>2.4.10 Section Headings</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
<b>3.1.3 Unusual Words</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
<b>3.1.4 Abbreviations</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
<b>3.1.5 Reading Level</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
<b>3.1.6 Pronunciation</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
<b>3.2.5 Change on Request</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
<b>3.3.5 Help</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated
<b>3.3.6 Error Prevention (All)</b> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web: Not Evaluated	Web: Not Evaluated

## Revised Section 508 Report

**Notes:** None

### Chapter 3: Functional Performance Criteria (FPC)

**Notes:** None

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Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	Supports	Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.
302.2 With Limited Vision	Supports	Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.
302.3 Without Perception of Color	Supports	Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.
302.4 Without Hearing	Not Applicable	Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.
302.5 With Limited Hearing	Not Applicable	Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.
302.6 Without Speech	Not Applicable	Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.
302.7 With Limited Manipulation	Supports	Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.
302.8 With Limited Reach and Strength	Not Applicable	Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.
302.9 With Limited Language, Cognitive, and Learning Abilities	Supports	ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.

## Chapter 4: Hardware

**Notes:** Not Applicable – Hardware out of scope.

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Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
<b>402.1 General</b>	Heading cell – no response required	Heading cell – no response required
<b>402.2 Speech-Output Enabled</b>	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen	Not Applicable	Not Applicable
402.2.2 Transactional Outputs	Not Applicable	Not Applicable
402.2.3 Speech Delivery Type and Coordination	Not Applicable	Not Applicable
402.2.4 User Control	Not Applicable	Not Applicable
402.2.5 Braille Instructions	Not Applicable	Not Applicable
<b>402.3 Volume</b>	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening	Not Applicable	Not Applicable
402.3.2 Non-private Listening	Not Applicable	Not Applicable
402.4 Characters on Display Screens	Not Applicable	Not Applicable
402.5 Characters on Variable Message Signs	Not Applicable	Not Applicable
<b>403 Biometrics</b>	Heading cell – no response required	Heading cell – no response required
403.1 General	Not Applicable	Not Applicable
<b>404 Preservation of Information Provided for Accessibility</b>	Heading cell – no response required	Heading cell – no response required
404.1 General	Not Applicable	Not Applicable
<b>405 Privacy</b>	Heading cell – no response required	Heading cell – no response required
405.1 General	Not Applicable	Not Applicable
<b>406 Standard Connections</b>	Heading cell – no response required	Heading cell – no response required
406.1 General	Not Applicable	Not Applicable
<b>407 Operable Parts</b>	Heading cell – no response required	Heading cell – no response required
407.2 Contrast	Not Applicable	Not Applicable
<b>407.3 Input Controls</b>	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible	Not Applicable	Not Applicable
407.3.2 Alphabetic Keys	Not Applicable	Not Applicable
407.3.3 Numeric Keys	Not Applicable	Not Applicable
407.4 Key Repeat	Not Applicable	Not Applicable
407.5 Timed Response	Not Applicable	Not Applicable
407.6 Operation	Not Applicable	Not Applicable

Criteria	Conformance Level	Remarks and Explanations
407.7 Tickets, Fare Cards, and Keycards	Not Applicable	Not Applicable
<b>407.8 Reach Height and Depth</b>	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane	Not Applicable	Not Applicable
407.8.1.1 Vertical Plane for Side Reach	Not Applicable	Not Applicable
407.8.1.2 Vertical Plane for Forward Reach	Not Applicable	Not Applicable
407.8.2 Side Reach	Not Applicable	Not Applicable
407.8.2.1 Unobstructed Side Reach	Not Applicable	Not Applicable
407.8.2.2 Obstructed Side Reach	Not Applicable	Not Applicable
407.8.3 Forward Reach	Not Applicable	Not Applicable
407.8.3.1 Unobstructed Forward Reach	Not Applicable	Not Applicable
407.8.3.2 Obstructed Forward Reach	Not Applicable	Not Applicable
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach	Not Applicable	Not Applicable
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach	Not Applicable	Not Applicable
<b>408 Display Screens</b>	Heading cell – no response required	Heading cell – no response required
408.2 Visibility	Not Applicable	Not Applicable
408.3 Flashing	Not Applicable	Not Applicable
<b>409 Status Indicators</b>	Heading cell – no response required	Heading cell – no response required
409.1 General	Not Applicable	Not Applicable
<b>410 Color Coding</b>	Heading cell – no response required	Heading cell – no response required
410.1 General	Not Applicable	Not Applicable
<b>411 Audible Signals</b>	Heading cell – no response required	Heading cell – no response required
411.1 General	Not Applicable	Not Applicable
<b>412 ICT with Two-Way Voice Communication</b>	Heading cell – no response required	Heading cell – no response required
<b>412.2 Volume Gain</b>	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones	Not Applicable	Not Applicable
412.2.2 Volume Gain for Non-Wireline ICT	Not Applicable	Not Applicable
<b>412.3 Interference Reduction and Magnetic Coupling</b>	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets	Not Applicable	Not Applicable
412.3.2 Wireline Handsets	Not Applicable	Not Applicable
412.4 Digital Encoding of Speech	Not Applicable	Not Applicable

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Criteria	Conformance Level	Remarks and Explanations
412.5 Real-Time Text Functionality	Reserved for future	Reserved for future
412.6 Caller ID	Not Applicable	Not Applicable
412.7 Video Communication	Not Applicable	Not Applicable
<b>412.8 Legacy TTY Support</b>	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability	Not Applicable	Not Applicable
412.8.2 Voice and Hearing Carry Over	Not Applicable	Not Applicable
412.8.3 Signal Compatibility	Not Applicable	Not Applicable
412.8.4 Voice Mail and Other Messaging Systems	Not Applicable	Not Applicable
<b>413 Closed Caption Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions	Not Applicable	Not Applicable
413.1.2 Pass-Through of Closed Caption Data	Not Applicable	Not Applicable
<b>414 Audio Description Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners	Not Applicable	Not Applicable
414.1.2 Other ICT	Not Applicable	Not Applicable
<b>415 User Controls for Captions and Audio Descriptions</b>	Heading cell – no response required	Heading cell – no response required
415.1.1 Caption Controls	Not Applicable	Not Applicable
415.1.2 Audio Description Controls	Not Applicable	Not Applicable

## Chapter 5: Software

Notes: N/A

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	See <a href="#">WCAG 2.0</a> section	See information in WCAG section
<b>502 Interoperability with Assistive Technology</b>	Heading cell – no response required	Heading cell – no response required
502.2.1 User Control of Accessibility Features	Not Applicable	Platform software shall provide user control over platform features that are defined in the platform documentation as accessibility features.
502.2.2 No Disruption of Accessibility Features	Not Applicable	Software shall not disrupt platform features that are defined in the platform documentation as accessibility features.

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Criteria	Conformance Level	Remarks and Explanations
<b>502.3 Accessibility Services</b>	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information	Not Applicable	The object role, state(s), properties, boundary, name, and description shall be programmatically determinable.
502.3.2 Modification of Object Information	Not Applicable	States and properties that can be set by the user shall be capable of being set programmatically, including through assistive technology.
502.3.3 Row, Column, and Headers	Not Applicable	If an object is in a data table, the occupied rows and columns, and any headers associated with those rows or columns, shall be programmatically determinable.
502.3.4 Values	Not Applicable	Any current value(s), and any set or range of allowable values associated with an object, shall be programmatically determinable.
502.3.5 Modification of Values	Not Applicable	Values that can be set by the user shall be capable of being set programmatically, including through assistive technology.
502.3.6 Label Relationships	Not Applicable	Any relationship that a component has as a label for another component, or of being labeled by another component, shall be programmatically determinable.
502.3.7 Hierarchical Relationships	Not Applicable	Any hierarchical (parent-child) relationship that a component has as a container for, or being contained by, another component shall be programmatically determinable.
502.3.8 Text	Not Applicable	The content of text objects, text attributes, and the boundary of text rendered to the screen, shall be programmatically determinable.
502.3.9 Modification of Text	Not Applicable	Text that can be set by the user shall be capable of being set programmatically, including through assistive technology. Text that can be set by the user shall be capable of being set programmatically, including through assistive technology.

Criteria	Conformance Level	Remarks and Explanations
502.3.10 List of Actions	Not Applicable	A list of all actions that can be executed on an object shall be programmatically determinable.
502.3.11 Actions on Objects	Not Applicable	Applications shall allow assistive technology to programmatically execute available actions on objects.
502.3.12 Focus Cursor	Not Applicable	Applications shall expose information and mechanisms necessary to track focus, text insertion point, and selection attributes of user interface components.
502.3.13 Modification of Focus Cursor	Not Applicable	Focus, text insertion point, and selection attributes that can be set by the user shall be capable of being set programmatically, including using assistive technology.
502.3.14 Event Notification	Not Applicable	Notification of events relevant to user interactions, including but not limited to, changes in the component's state(s), value, name, description, or boundary, shall be available to assistive technology.
502.4 Platform Accessibility Features	Not Applicable	<p>Platforms and platform software shall conform to the requirements in ANSI/HFES 200.2, Human Factors Engineering of Software User Interfaces — Part 2: Accessibility (2008) (incorporated by reference, see 702.4.1) listed below:</p> <ul style="list-style-type: none"> <li>• Section 9.3.3</li> <li>• Section 9.3.4</li> <li>• Section 9.3.5</li> <li>• Section 10.6.7</li> <li>• Section 10.6.8</li> <li>• Section 10.6.9</li> <li>• Section 10.7.1</li> </ul>

Criteria	Conformance Level	Remarks and Explanations
<b>503 Applications</b>	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences	Not Applicable	Applications shall permit user preferences from platform settings for color, contrast, font type, font size, and focus cursor. <b>Exception:</b> Applications that are designed to be isolated from their underlying platform software, including Web applications, shall not be required to conform to 503.2.
503.3 Alternative User Interfaces	Not Applicable	Where an application provides an alternative user interface that functions as assistive technology, the application shall use platform and other industry standard accessibility services.
<b>503.4 User Controls for Captions and Audio Description</b>	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls	Not Applicable	Where user controls are provided for volume adjustment, ICT shall provide user controls for the selection of captions at the same menu level as the user controls for volume or program selection.
503.4.2 Audio Description Controls	Not Applicable	Where user controls are provided for program selection, ICT shall provide user controls for the selection of audio descriptions at the same menu level as the user controls for volume or program selection.
<b>504 Authoring Tools</b>	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter “not applicable”)	See <a href="#">WCAG 2.0</a> section	Authoring tools shall provide a mode of operation to create or edit content that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1) for all supported features and, as applicable, to file formats supported by the authoring tool. Authoring tools shall permit authors the option of overriding information required for accessibility.

Criteria	Conformance Level	Remarks and Explanations
		<b>EXCEPTION:</b> Authoring tools shall not be required to conform to 504.2 when used to directly edit plain text source code. See <a href="#">WCAG 2.0</a> section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion	Not Applicable	Authoring tools shall, when converting content from one format to another or saving content in multiple formats, preserve the information required for accessibility to the extent that the information is supported by the destination format.
504.2.2 PDF Export	Not Applicable	Authoring tools capable of exporting PDF files that conform to ISO 32000-1:2008 (PDF 1.7) shall also be capable of exporting PDF files that conform to ANSI/AIIM/ISO 14289-1:2016 (PDF/UA-1) (incorporated by reference, see 702.3.1)
504.3 Prompts	Not Applicable	Authoring tools shall provide a mode of operation that prompts authors to create content that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1) for supported features and, as applicable, to file formats supported by the authoring tool.
504.4 Templates	Not Applicable	Where templates are provided, templates allowing content creation that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1) shall be provided for a range of template uses for supported features and, as applicable, to file formats supported by the authoring tool.

## Chapter 6: Support Documentation and Services

Notes: N/A

Criteria	Conformance Level	Remarks and Explanations
<b>601.1 Scope</b>	Heading cell – no response required	The technical requirements in Chapter 6 shall apply to ICT support documentation and services where required by 508 Chapter 2 (Scoping Req), 255 Chapter 2 (Scoping Requirements), and where otherwise referenced in any other chapter of the Revised 508 Standards or Revised 255 Guidelines.
<b>602 Support Documentation</b>	Heading cell – no response required	Heading cell – no response required
602.1		Documentation that supports the use of ICT shall conform to 602.
602.2 Accessibility and Compatibility Features	Supports	Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are built-in and accessibility features that provide compatibility with assistive technology.
602.3 Electronic Support Documentation	See <a href="#">WCAG 2.0</a> section	Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1). See <a href="#">WCAG 2.0</a> section
602.4 Alternate Formats for Non-Electronic Support Documentation	Supports	Where support documentation is only provided in non-electronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.

Criteria	Conformance Level	Remarks and Explanations
<b>603 Support Services</b>	Heading cell – no response required	ICT support services including, but not limited to, help desks, call centers, training services, and automated self-service technical support, shall conform to 603.
603.2 Information on Accessibility and Compatibility Features	Supports	ICT support services shall include information on the accessibility and compatibility features required by 602.2.
603.3 Accommodation of Communication Needs	Supports	Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.

**END OF DOCUMENT**

# NVPAT – Nuventive Improve Web Content Accessibility Guidelines 2.0 level AA

## ADDENDUM (07/19/2019)

### Principle 2: Operable – User interface components and navigation must be operable.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments
<i>Guideline 2.1 Keyboard Accessible: Make all functionality available form a keyboard.</i>				
2.1.1	Keyboard: All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. (Level A)	Yes	Yes	Released, July, 2019.

### Chapter 3: Functional Performance Criterion (FPC)

Standard	Description	Apply Yes/No	Meets Yes/No	Comments
<b>301: General</b>				
<i>301.1 Scope. The provisions of Chapter 3 shall apply where required by Chapter 2 or where referenced by a requirement in this document.</i>				
302.1	Without Vision	Yes	Yes	Application is compatible with JAWS screen reader and NVDA. Nuventive uses JAWS and NVDA screen readers for accessibility testing during product development and QA testing. Application was certified using JAWS by a third party testing facility, Criterion 508.
302.2	With Limited Vision	Yes	Yes	Application is compatible with JAWS screen reader and NVDA. Nuventive uses JAWS and NVDA screen readers for accessibility testing during product

				development and QA testing. Application was certified using JAWS by a third party testing facility, Criterion 508.
302.3	Without Perception of Color	Yes	Yes	The visual presentation of text and images uses a high contrast ratio; text and images are friendly to color impaired, which is covered under section 1.4.3 (AA standard).
302.7	Without Hearing	Yes	Yes	See 2.1.1 - All functionality of the content is operable through a keyboard interface without requiring specific timing for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints.
302.8	With Limited Reach and Strength	N/A	N/A	N/A
302.9	With Limited Language, Cognitive, and Learning Abilities	Yes	Yes	Labels or instructions are provided when content requires user input. Menu layout is consistent throughout application.

## Section 6: Support Documentation and Services

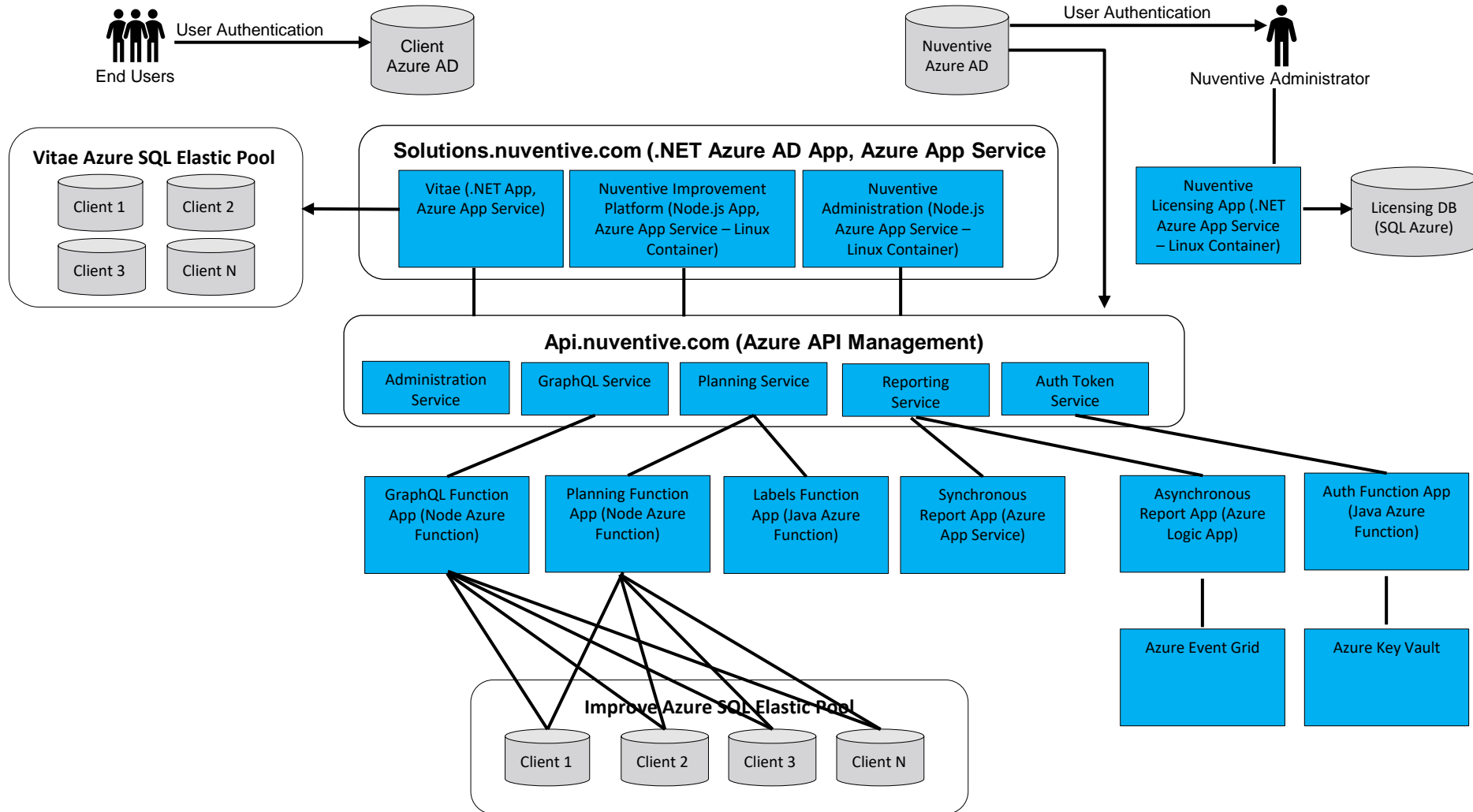
Standard	Description	Apply Yes/No	Meets Yes/No	Comments
<i>601: General</i>				
601.1	The technical requirements in Chapter 6 shall apply where required by Chapter 2 or where referenced by a requirement in this document.			
Standard	Description	Apply Yes/No	Meets Yes/No	Comments
<i>602: Support Documentation</i>				
602.1	<i>General. Documentation that supports the use of ICT shall conform to 602.</i>			
602.2	Accessibility and Compatibility Features	Yes	Yes	Hardware: No hardware configuration required for Nuventive Platform (Premier, or Essential) setup. Nuventive Platform



				<p>(hardware) is 100% managed by Nuventive/Microsoft as Microsoft Azure is a requirement.</p> <p>Software:</p> <p>In the Platform application, the configuration of personnel records contains a checkbox for turning on accessibility for respective users. When toggled on, the user(s) will experience a site map with three WCAG 2.0 compliant navigation headings, which include; <i>Skip To Content, Skip To Navigation, and Skip To Unit Selection Drop Down</i>. Separately, Documents provided by Nuventive are generally created using Microsoft Word, or Adobe PDF.</p>
602.3	Electronic Support Documentation	Yes	Yes	Page-level and field-level “Help” and “Instructions in the application meets WCAG 2.0 A, and AA standards, and can be read by (JAWS and NVDA) screen readers.
602.4	Alternate Formats for Non-Electronic Support Documentation	Yes	Yes	Documents provided by Nuventive are generally created using Microsoft Word, or Adobe PDF.
<b>603: Support Services</b>				
603.1	General. ICT support services including, but not limited to help desks, call centers, training services, and automated self-service technical support, shall conform to 603.			
603.2	Information on Accessibility and Compatibility Features	Yes	Yes	The Nuventive development and QA teams are certified in the WCAG 2.0 Compliance /508 A, and AA standard, and can include information and compatibility features required by 602.2.
603.3	Accommodation of Communication Needs	Yes	Yes	Nuventive Support is available via phone, email, text messaging, or other modes of contact that support the communication needs of individuals with disabilities. Should a situation arise where a specific section of the application is not meeting the needs of a user, Nuventive has worked with users with accessibility issues in the past to

				come up with a working solution to the issue, in a reasonable amount of time.
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# Nuventive Improvement Platform Architecture Diagram



## Mutual Non-Disclosure Agreement

In connection with the provision of a copy of its Service Organization Control 2 report (the “SOC 2 Report”) and any related proprietary or non-public business information (collectively with any exchange or transmission of the SOC 2 Report, the “Business Purpose”), Nuventive LLC (“Nuventive”) and the undersigned party (“Party”) may exchange certain Trade Secrets or Confidential Information. The SOC 2 Report is provided to the Party subject to the terms and conditions contained in this Mutual Non-Disclosure Agreement (“Agreement”). For and in consideration of these disclosures, Nuventive and the undersigned Party agree to the following terms:

### 1) Definitions

- a) **Affiliate** means any entity controlled by, under common control with, or controlling Recipient through voting stock or its board of directors or other supervising board.
- b) **Authorized Person** means Recipient’s or its Affiliate’s employees, officers, legal counsel, members of Recipient’s board of directors or supervisory board, and Independent Contractors, each of whom Recipient requires to comply with the obligations of Recipient under this Agreement.
- c) **Confidential Information** means the SOC 2 Report and other information besides Trade Secrets, that is of value to its Owner (or a third party providing such information to Owner) and is treated as confidential.
- d) **Owner** means the party who discloses Proprietary Information under its control or ownership to the Recipient or its Authorized Persons under this Agreement.
- e) **Proprietary Information** means Trade Secrets and Confidential Information of the Owner (or a third party providing such information to Owner).
- f) **Recipient** means the party who receives Proprietary Information under this Agreement, including Authorized Persons.
- g) **Third Party** means any person other than an Authorized Person.
- h) **Trade Secrets** means information constituting a trade secret within the meaning of the Uniform Trade Secrets Act.

- 2) **Term.** The term of this Agreement shall commence on the “Effective Date” (as defined below) and continue thereafter for two (2) years.

### 3) Proprietary Information

- a) Recipient agrees to hold all Proprietary Information in trust and confidence and will not at any time, directly or indirectly, furnish or divulge any of the Proprietary Information to a Third Party. Recipient shall exercise reasonable care to prevent disclosure of the Proprietary Information to a Third Party. Recipient may only disclose Proprietary Information to an Authorized Person with a need to know such information in connection with the Business Purpose. Recipient shall not exploit or attempt to exploit in any way or manner whatsoever the Proprietary Information for its own private benefit or for the benefit of any person, firm or entity other than the Owner. Recipient shall notify the Owner immediately upon discovery of any unauthorized use or disclosure of the Proprietary Information.
- b) The obligations under this Agreement do not apply if, and to the extent Recipient establishes that:
  - (i) the information disclosed to Recipient was already known to Recipient, without obligation to

- keep it confidential, at the time of its receipt from Owner, as evidenced by documents in the possession of Recipient prepared or received prior to disclosure of such information; (ii) the information was received by Recipient in good faith from a third party lawfully in possession thereof without obligation to keep such information confidential and without requiring Recipient to keep the information confidential; (iii) the information was publicly known at the time of its receipt by Recipient or has become publicly known other than by a breach of this Agreement; (iv) the information was independently developed by Recipient without use of Owner's Proprietary Information; or (v) the information is required to be disclosed by applicable statute or regulation or by such judicial or administrative process, provided that Recipient shall use reasonable efforts under the circumstances to notify the Owner of such requirement so as to provide the Owner the opportunity to obtain such protective orders or other relief as the compelling Court or other entity may grant.
- c) Recipient will not make copies of any written Proprietary Information except as required in connection with the Business Purpose.
  - d) At the conclusion of the discussions between the parties regarding the Business Purpose, or upon demand by either party, all Proprietary Information in recipient's possession or control shall be returned to Owner or destroyed by Recipient.
  - e) Recipient acknowledges and agrees that its obligations under this Agreement with regard to the Trade Secrets shall remain in effect for as long as such information remains a trade secret under applicable law. Recipient acknowledges that its obligations with regard to Confidential Information shall remain in effect for two (2) years after the Confidential Information is initially disclosed to Recipient.
- 4) **Ownership; Responsibility for Data.** Recipient acknowledges and agrees that the Proprietary Information of Owner is the sole and exclusive property of Owner (or a third party providing such information to Owner) and that Owner (or a third party providing such information to Owner) owns all world wide copyrights, trade secret rights, confidential and proprietary information rights, and all other proprietary rights therein. Recipient acknowledges and agrees that the disclosure of the Proprietary Information to Recipient does not confer upon Recipient any license, interest or rights of any kind in or to the Proprietary Information. With respect to any other data provided to a Recipient's hosted environment, the party disclosing such data is responsible for: (a) the accuracy and reliability of the data; (b) obtaining any rights it needs to receive, transmit, store or use the data; (c) reviewing and evaluating output based on such data; and (d) complying with applicable law.
- 5) **Warranty Disclaimer.** THE TRADE SECRETS AND CONFIDENTIAL INFORMATION, INCLUDING THE SOC 2 REPORT, ARE PROVIDED AS IS, WITHOUT ANY WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. RECIPIENT IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE INFORMATION CONTAINED IN THE SOC 2 REPORT IS APPLICABLE TO ITS NEEDS. AS SUCH, NEITHER THE SOC 2 REPORT NOR ANY NUVENTIVE ACTION IN ALLOWING ACCESS TO THE SOC 2 REPORT SHOULD BE CONSIDERED A CERTIFICATION, REPRESENTATION OR WARRANTY OF ANY KIND BY NUVENTIVE, EXPRESS OR IMPLIED. ANY ACCESS OR USE OF THE SOC 2 REPORT BY ANY PARTY IS AT SUCH PARTY'S SOLE RISK. ANY DISSEMINATION OR DISTRIBUTION OF THE SOC 2 REPORT OTHER THAN AS DESCRIBED IN THIS AGREEMENT IS STRICTLY PROHIBITED.
- 6) **Remedies.** Recipient acknowledges and agrees that the remedies at law for breach of any covenant in this Agreement may be inadequate and that Owner shall be entitled to injunctive relief for any breach or threatened breach of this Agreement by Recipient, including, but not limited to, any unauthorized use or disclosure of the SOC 2 Report, without proving actual damages or posting bond or other security. Nothing herein shall be construed as limiting Owner's right to any other remedies at law, including the recovery of damages for breach of this Agreement by Recipient.

- 7) **Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of law rules.
- 8) **Counterparts; Signatures.** This Agreement may be executed in several counterparts and all counterparts so executed shall constitute the agreement of the parties notwithstanding that they are not signatory to the original or to the same counterpart. A counterpart may be delivered via telecopy and the telecopy received will be deemed to be an original.
- 9) **Entire Agreement; Related Provisions.** This Agreement expresses the sole and entire agreement between the parties with respect to the exchange of Proprietary Information between the parties in connection with the Business Purpose and supersedes all prior discussions, representations, agreements and understandings regarding the disclosure of Proprietary Information in connection to the Business Purpose. This Agreement may not be modified or amended, except when agreed upon by both parties in writing. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar. Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect. This Agreement shall inure to the benefit of each party and any of their respective successors.

The parties have caused this Agreement to be executed by their authorized representatives.

Effective Date: \_\_\_\_\_, 20\_\_

Business Purpose: Review of SOC 2 Report

Party \_\_\_\_\_

Nuventive, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address: 9800B McKnight Road, Suite 255  
Pittsburgh, PA 15237