



Purchasing Department
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**INSURANCE BROKER/RISK MANAGEMENT CONSULTING SERVICES
GMU-1603-20**

This Contract entered on this 26th day of May, 2020 by Marsh, Inc. hereinafter called “Contractor” (located at 1051 East Cary St, STE 900, Richmond, VA 23219) 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 Insurance Brokerage and Risk Management Consulting Services for the Office of Risk Management of George Mason University as set forth in the Contract documents.
- III. PERIOD OF CONTRACT:** August 11, 2020 through August 10, 2021 with five (5) successive one-year renewal options.
- IV. PRICE SCHEDULE:**
- A. Insurance Brokerage Commission Range 5-15% depending on the coverage line and industry standards - the commission rate percentage does not include the eVA transaction fee. This commission rate percentage includes all the services listed in the Marsh cores services - see Exhibit C.
 - B. Risk Management Consulting Services - these rates include overhead, travel, expenses and eVA transaction fees.
 - 1. Associate Consultant/Insurance Specialist \$175.00/hour
 - 2. Consultant/Client Manager \$250.00/hour
 - 3. Senior Consultant/Senior Client Manager \$295.00/hour
 - C. All Other Services: Price to be negotiated on a per project basis.
- V. CONTRACT ADMINISTRATION:** Joyce French, Director, Office of Risk Management, shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrators 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:** Paymode X, payable Net 30.
- VII. THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
- A. This signed form;
 - B. Data Security Addendum for inclusion in GMU-1603-20;
 - C. Services and Compensation as set forth on Exhibit A and Exhibit C;
 - D. Additional Terms and Conditions as set forth on Exhibit B.
- 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 in particular § [23.1-1003](#) of the Restructuring Act (“Memoranda of Understanding”), 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: 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(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 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 a 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 said 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. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. Any audit shall be upon reasonable advance notice, during ordinary business hours and subject to, and limited by, reasonable and appropriate confidentiality obligations and reasonable scope limitations which may be required to protect the confidential and proprietary nature Contractor's operations and the shared nature of systems which may be used to provide the Services.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 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: Either party reserves the right to cancel and terminate this Contract, in part or in whole, without penalty, upon 60 days written notice to the other party. 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. If Contractor or Mason terminates this Contract, Contractor's compensation will be adjusted pro-rata to reflect the duration of the Contract.

The obligation of Contractor and its affiliates (including its UK affiliates) to provide Services to Mason will cease upon the effective date of termination, unless otherwise agreed in writing. Contractor will assist Mason in arranging a smooth transition process, subject to receipt by Contractor of all amounts due to Contractor from Mason.

- J. 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*.
- K. 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.
- L. 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.
- M. 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 agreement, 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.
- N. 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.
- O. 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.
- P. FORCE MAJEURE: Mason will not be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond Mason's control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.
- Q. 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.
- R. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason University the

Commonwealth of Virginia, its officers, agents, and employees from 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. Marsh will indemnify Mason against third party liabilities and only to the extent they arise out of Contractor's negligent acts or omissions or willful misconduct in connection with Contractor's services for Mason or Contractor's breach of its agreement with Mason.

- S. 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.

- T. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at George Mason University. The University 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 George Mason University.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason University 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.

- U. 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.

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.

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.

- V. 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).

- W. 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.

- X. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- Y. RENEWAL OF CONTRACT: This Contract may be renewed by Mason upon written agreement of both parties for five (5) successive one-year renewal options under the terms and conditions of this Contract, and at a reasonable time (approximately 90 days) prior to the expiration of the current term.
- Z. 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/>."
- AA. 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.
- BB. SEVERABILITY: It is the intent of Mason and Contractor that the provisions of this Contract shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this Contract or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Contract, as modified, enforceable, and the balance of this Contract shall not be affected thereby, the balance being construed as severable and independent.
- CC. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- DD. 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.

EE. 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.

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.

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.

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.

- FF. 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.

- GG. 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.

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

II. ADDITIONAL TERMS:

Responsibilities of the Client. The Client shall be solely responsible for the accuracy and completeness of information and other documents furnished to Contractor and/or insurers by the Client and the Client shall sign any required application for insurance. The Client recognizes and agrees that all insurance coverages placed in connection with this Contract and all services, evaluations, reports and recommendations provided by Contractor are based on data and information furnished by the Client. Contractor will be under no obligation to investigate or verify the completeness or accuracy of any such data or information, nor will Contractor have any liability for any errors, deficiencies or omissions in any services, evaluations, reports or recommendations provided to, or any insurance coverages placed on behalf of, the Client that are based on such inaccurate or incomplete data or information. The Client understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding of coverage.

Intermediaries. When in Contractor's professional judgment it is necessary or appropriate and subject to the Client's prior approval, Contractor may utilize the services of other intermediaries, including wholesale brokers, to assist in the marketing of the Client's insurance. Such intermediaries may be affiliates of Contractor.

Disclaimers. (a) Contractor does not speak for any insurer, is not bound to utilize any particular insurer and does not have the authority to make binding commitments on behalf of any insurer, except under special circumstance which Contractor shall always make known to the Client. Contractor shall not be responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or other financial obligations. Contractor does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to the Client. The

Client acknowledges that, in performing Services, Contractor and its affiliates are not acting as a fiduciary for the Client, except to the extent required by applicable law. Any reports or advice provided by Contractor should not be relied upon as accounting, legal, regulatory or tax advice. In all instances, Contractor recommends that the Client seek your own advice on such matters from professional accounting, legal, regulatory and tax advisors.

(b) If Contractor has taken over any existing program or policies implemented by another broker, Contractor will not assume any responsibility for the adequacy or effectiveness of those programs or policies or any acts or omissions occurring prior to Contractor's engagement. Within a reasonable time, Contractor will have completed a review of such programs and policies and will make recommendations it believes are necessary.

(c) Any loss control services and/or surveys performed by Contractor under this Contract are advisory in nature. Such services are limited in scope and do not constitute a safety inspection as provided by a safety engineering service. Contractor does not claim to find or include every loss potential, hazard, statutory or code violation or violation of good practice. All surveys and reports are based upon conditions observed and information supplied by the Client. Contractor does not expressly or impliedly guarantee or warrant in any way the safety of any site or operation or that the Client or any of its sites or operations is in compliance with federal, state or local laws, codes, statutes, ordinances or recommendations.

(d) Contractor is not authorized to practice law and none of Contractor's advice or services shall be construed as, or a substitute for, legal advice. Contractor's services may include advice and recommendations; however all decisions in connection with the implementation of such advice and recommendations shall be the sole responsibility of, and made by, Client.

(e) Contractor may provide to the Client information and services related to insurance regulatory and insurance tax issues relating to the Client's insurance program. Any reports or advice provided by Contractor will be based on publicly available information and Contractor's experience as an insurance broker and risk consultant in dealing with such matters for other clients and should not be relied upon as accounting, regulatory or tax advice. In all instances, Contractor recommends that the Client seek its own advice on accounting, regulatory and tax matters from professional legal and tax advisers.

(f) Contractor may provide the Client with modeling and/or business analytics services, including hazard loss and catastrophe modeling, loss forecasting and triangles, adverse event simulation, scenario and portfolio risk analysis, decision mapping, risk bearing and risk retention tolerance analysis and insurance program evaluation analysis ("Modeling and Analytics"). Modeling and Analytics services will be based upon a number of assumptions, conditions and factors. If any of them or any information provided to Contractor are inaccurate or incomplete or should change, the Modeling and Analytics provided by Contractor could be materially affected. These services are subject to inherent uncertainty, and actual results may differ materially from that projected by Contractor. They are provided solely for the Client's benefit, and do not constitute, and are not intended to be a substitute for, actuarial, accounting or legal advice. Contractor shall have no liability to any third party in connection with these services or to the Client with regard to any services performed or provided by a third party. Except to the Client's insurers in connection with the placement of coverage by Contractor, the Client shall not share any of Contractor's Modeling and Analytics work product with a third party without Contractor's prior written consent.

Limitation of Liability. The aggregate liability of Contractor, its affiliates and its and their employees to the Client arising out of or relating to the provision of services by Contractor or its affiliates shall not exceed \$10 million. This provision applies to the fullest extent permitted by applicable law and to all causes of action, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.

XI. **RISK MANAGEMENT CONSULTING SERVICES.** The following provisions shall apply only with respect to Risk Management Consulting Services provided by Consultant, and shall not apply to any other service provided by Consultant:

(a) **CONSULTANT WORK PRODUCT.** All works of authorship, including but not limited to, designs, plans, specifications, programs, computer output, valuations, estimates, report, data, memoranda, findings, recommendations

of every description and every innovation, conception, improvement, discovery or invention and any intellectual property rights associated therewith which are created, utilized or developed by Marsh or its representatives in conjunction with this Agreement (“Work Product”) is and remains the property of Marsh; provided, however, that you shall have and are hereby granted the non-transferable right to use Work Product delivered to you by Marsh solely for your internal risk management purposes (the “Intended Purpose”). Notwithstanding the foregoing, Marsh shall acquire no rights of ownership in intellectual property rights subsisting in any material provided by you to Marsh in connection with this Agreement.

You shall not use the Work Product provided by Marsh to you for any purpose other than the Intended Purpose. Notwithstanding anything herein to the contrary, Marsh may use and rely on Work Product for its internal operations, and Work Product may be shared and republished within the University or other agencies of the Commonwealth of Virginia. Marsh acknowledges that Marsh, as an agency of the Commonwealth of Virginia, is subject to the Virginia Freedom of Information Act (the “Act”), and that Work Product may be subject to disclosure under such Act. Work Product and Marsh’s analysis, advice, findings, opinions and recommendations are solely for your information and may not be quoted in whole or in part or otherwise referred to, disclosed or delivered by you to any other person or entity without the prior written consent of Marsh. Where you make any alteration or modification to any of the Work Product, all references to Marsh shall be removed therefrom.

- (b) ENTRY AND COOPERATION. You shall arrange for access to and make all provisions for Marsh to enter your property as required by Marsh to perform the Services. You shall arrange for and make provisions for entry to work space for Marsh in order for Marsh to perform such Services in a timely manner. You shall make available in a timely manner, the documents and information deemed necessary by Marsh to complete such Services. You shall inform Marsh promptly upon Your discovering that any such information or document is, or becomes, untrue, incomplete or inaccurate. In performing the Services, Marsh shall, and shall be entitled to, rely upon all information and documents provided to it by you or on your behalf. Marsh shall not be responsible for the accuracy or verification of any such information or document.
- (c) LIMIT OF LIABILITY. In no event shall either party to this agreement be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to any services provided by Marsh or its affiliates. The aggregate liability of Marsh, its affiliates and its and their employees to you or your affiliates arising out of or relating to the provision of services by Marsh or its affiliates shall not exceed the total compensation paid to Marsh for the Services hereunder. This provision applies to the fullest extent permitted by applicable law.
- (d) NO THIRD PARTY BENEFITS. The Parties hereto mutually agree that this Agreement is intended by them to be solely for the benefit of the Parties hereto and that no third parties may rely on any reports, analysis or other material provided by Marsh or shall obtain any direct or indirect benefits from the Agreement, have any claim or be entitled to any remedy under this Agreement or otherwise in any way be regarded as third party beneficiaries under this Agreement.
- (e) LIMITATION ON WARRANTIES. THIS IS A SERVICES ENGAGEMENT. MARSH WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN GOOD FAITH CONSISTENT WITH THE STANDARD OF CARE OF SIMILAR CONSULTANTS PERFORMING SIMILAR SERVICES. MARSH DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. ALL CONSULTING ACTIVITIES PERFORMED BY MARSH ARE ADVISORY IN NATURE. ALL REPORTS WILL BE BASED UPON CONDITIONS OBSERVED AND INFORMATION SUPPLIED BY YOU. MARSH DOES NOT GUARANTEE OR WARRANT THE SAFETY OF ANY YOU’S PROPERTIES OR OPERATIONS OR THAT YOU OR ANY SUCH PROPERTIES OR OPERATIONS ARE IN COMPLIANCE WITH FEDERAL, STATE OR LOCAL LAWS, CODES, STATUTES, ORDINANCES, STANDARDS OR RECOMMENDATIONS.

Signature page to follow.

Marsh, Inc.

Eric Harley
Signature

Name: Eric Harley

Title: Senior Vice President

Date: 5-25-20

George Mason University

Signature

Name: Cliff Shore

Title: Chief Procurement Officer

Date: _____

**Data Security Addendum for inclusion in GMU-1603-20, with
George Mason University (the "University")**

This Addendum supplements the above-referenced Contract between the University and Marsh, Inc. ("Selected Firm/Vendor") dated May 26, 2020 (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). 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.

Marsh, Inc.

George Mason University

By: 
Eric Harley

By: _____
Cliff Shore

Title: Senior Vice President

Title: Chief Procurement Officer

Date: 5-25-20

Date: _____

GMU-1603-20
EXHIBIT A

A. GENERAL REQUIREMENTS: Contractor shall act as insurance broker and risk management consultant with respect to various lines of insurance and loss control, as described in the Marsh proposal dated February 5, 2020, on an “as needed” basis, including the following services:

1. Placement Services:

- a. Determine Mason’s particular needs by scheduling fact-finding meetings; determining extent of current coverage and ascertaining long-term goals.
- b. Solicit quotes from insurers and assist in evaluating the options received from insurers.
- c. Make a diligent effort to place insurance at the lowest possible price consistent with adequate limits, breadth of coverage and stability of insurers.

2. General Services:

- a. Deliver confirmation of coverage once it is placed.
- b. Follow up with insurance carriers to obtain policies and/or endorsements.
- c. Review policies and endorsements for conformity with agreed terms and coverages.
- d. Provide answers to Mason and obtain clarification from insurers, underwriters or adjusters regarding coverage.
- e. Administer insurance policies, including a formal review and analysis of the policy terms, conditions and coverage.
- f. Issue certificates or memoranda of insurance.
- g. Review premium and exposure audits, rating adjustments, dividend calculations and loss data.
- h. Provide invoices, except in the case of direct billing by insurers. Remit premiums to insurers and, where applicable, remit taxes and fees to the relevant authorities.
- i. Monitor published financial information of Mason’s current insurers and alert Mason when one of those insurers falls below minimum financial guidelines.
- j. Develop a strategy for any upcoming renewal to be presented in writing to Mason at a minimum of 90 days before expiration. Include and identify any intent intermediaries used in the quote process.
- k. Provide annual renewal quotes on all annual policies, and at expiration of any multiyear policies.
- l. Disclose coverage additional and coverage restrictions on all renewal quotes in a chart format as compared to the expiring coverage. Seek newly available enhancements to any policy and change, augment or amend any policy, if possible, after it is bound or before it is renewed in the best interest of Mason.
- m. Provide or arrange for training in a variety of exposure areas, as requested.

3. Claims-Related Services: Contractor shall provide the following claims related services:

- a. Evaluate coverage applicability on all placed business.
- b. Assist in the development of settlement strategies.
- c. Assist Mason with insurer negotiations.
- d. Assist with the litigation management issues that impact claim settlements.
- e. Prepare loss notices to insurer and notify insurers of claims.
- f. Provide answers to Mason and obtain clarification from insurers, underwriters or adjusters regarding claims questions.
- g. Excluding Workers Compensation, Primary Auto Liability I Physical Damage and non-complex Primary General Liability claims, prepare loss notices to insurers and notify insurers of claims; provided that your Contractor claims advocate is informed in writing by Mason of the claim, with details of the claim, and Contractor has placed the applicable policies or the Contractor claims advocate has been provided written notice by Mason of the applicable carrier and policies.
- h. The total number of hours of property and casualty claims services described in this paragraph provided by Contractor to Mason in a calendar year shall not exceed 25. In the event such claims services exceed such hourly allotment, Contractor reserves the right to seek additional compensation.

4. Risk Consulting / Loss Control Services:

- a. Provide risk management, and other services directly or indirectly; and other recommendations as requested by Mason,

including, but not limited to, minimization of loss potential, property or liability inspection, actuarial services, and transfer of risk techniques.

b. Provide Mason with advice and solutions across a comprehensive range of insurable and non-insurable risk issues.

5. Support: Provide worldwide services and on-call support 24/7.

B. REPORTING AND DELIVERY REQUIREMENTS:

1. Coverage Recommendations: No less than sixty (60) days prior to the expiration or anniversary of any existing coverage, Contractor shall present recommendations concerning the renewal or anniversary.
2. Binders and Policies: Contractor shall provide binder or other evidence of insurance within ten (10) working days of the effective date of any insurance policies. These should outline the coverage's, including limits and deductibles. Endorsements to any policy should be delivered within thirty (30) days of the agreement on the endorsement.
3. Review Requirements: Contractor shall meet with Mason when each policy is delivered and no less than 90 days prior to the renewal/anniversary of any policy. These meetings are to review exposures, coverage, premiums, losses and other items to verify the adequacy of insurance in anticipation of policy renewal or anniversary.
4. Loss Run Reports: Contractor shall submit reports to Mason within thirty (30) days of the completion of any survey unless otherwise agreed upon.

C. **COMPENSATION:** Contractor shall be compensated for its Services through commissions from insurers. Prior to each placement by Contractor, Contractor shall disclose to Mason any commissions to be collected by Contractor or its affiliates.

In the case of local placements made by Contractor's non-U.S. affiliates on behalf of Mason or its non-U.S. subsidiaries, Contractor's non-U.S. affiliates may make disclosures to Mason's local operating management.

Any commissions collected by Contractor or its affiliates shall be considered fully earned at the time of placement. If Mason terminates a policy before it expires, Contractor will retain the commission it has collected except that, if Contractor places the replacement policy, Contractor will return any unearned commission.

If Mason asks Contractor to access non-U.S. markets not anticipated at the Effective Date, Mason agrees to negotiate in good faith the additional costs of Services relating to those placements.

If there is a significant change in Mason's operations or risks that affects the nature and scope of Mason's insurance program and/or service needs, both parties agree to renegotiate Contractor's compensation in good faith.

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EXHIBIT B
Additional Terms and Conditions

- A. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the 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 the Contract.
 2. George Mason University may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the 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. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason University 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 George Mason University's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the 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. The contractor shall present George Mason University with all vouchers and records of expenses incurred and savings realized. George Mason University shall have the right to audit the records of the 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 George Mason University within thirty (30) days from the date of receipt of the written order from George Mason University. 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 George Mason University or with the performance of the Contract generally.
- B. 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.
- C. DEFAULT: In the case of failure to deliver goods or services in accordance with any resulting contract terms and conditions, George Mason University, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which George Mason University may have.
- D. DRUG-FREE WORKPLACE: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each

subcontractor or Contractor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Contract.






- E. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, website portal 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/>.

Vendors shall be responsible for ensuring their eVA account is current and in good standing at least two weeks before invoices are provided to Mason for payment. Mason will not be held responsible for payment delays due to eVA issues with the vendor account.

- F. 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.
- G. 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.

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Exhibit C
Core Services

Core services identified on the table below are charged at the rate(s) provided in section IV(A) of this Contract; Fee for service services identified on the table below are charged at the rate(s) provided in section IV(B) of this Contract.

 Renewal and Placement	 Day to Day Service	 Claims Management	 Technology	 Risk Advisory
Core Services				
D. Risk analysis E. Program design F. Insurance renewal questionnaire G. Data gathering H. Data analysis I. Underwriting submission development J. Underwriter negotiations K. Placement L. Policy issuance and review M. Renewal report N. Renewal management O. Premium processing	P. Comprehensive program documentation Q. Market trending and benchmarking R. Providing regular updates on marketplace S. Ad hoc advice T. Annual dashboard U. Business unit inquiries from overseas V. Client education and publications	W. Claims advocacy X. Claims protocols Y. Claims monitoring Z. Loss reporting AA. Loss data analysis	BB. Marsh Portal CC. MarshConnect DD. Marsh Market Information	EE. Loss forecasting/ trending FF. Risk identification GG. Loss control and risk mitigation strategies HH. Updates on new regulations and legislation that may have an impact on The University II. Risk optimization consulting JJ. Advice in connection with mergers, acquisitions or disposal
Fee for Service (Outside Proposed Fee)				
		KK. FACS claim accounting and preparation services LL. FACS dispute advisory services MM. Mass tort/ "InSolutions" NN. Actuarial OO. Captive review/ feasibility study PP. Captive Management	QQ. Marsh Insurance Management System (MIMS) RR. Third party certificate monitoring SS. International local placements TT. Risk Consulting engagements	UU. Physical loss control and risk engineering (set hours) VV. Crisis management WW. Enterprise risk XX. Risk focus YY. Business continuity planning ZZ. Strategic risk assessment AAA. Supply chain management BBB. FACS business income pre-loss consulting