



Purchasing Department
 4400 University Drive, MS 3C1, Fairfax, VA 22030
 Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

**STANDARD CONTRACT
 GMU-SS0101-24**

This Contract entered on this 1st day of December, 2024 by ASB Sports Acquisition, Inc. dba Game One hereinafter called “Contractor,” or “Game One” (located at 11500 Tailwinds Drive Swanton, Ohio 43528) 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 be the official provider of athletic apparel and footwear, equipment, and product for the Intercollegiate Athletics Department of George Mason University as set forth in the Contract documents. In addition, Contractor shall be the service provider of “adidas” products providing Mason with discounts off the Manufacturers Suggested Retail Price (MSRP), including providing the promotional merchandise and incentives per this Contract and attached adidas America, Inc. Team Agreement, incorporated herein as part of the Contract documents (see Paragraph V). Contractor is an authorized team dealer of adidas and Mason has selected adidas as its chosen brand partner.

During the term of this Contract, Contractor may issue order forms, invoices or other documents. Contractor acknowledges that they may not change, modify, add, supersede, or remove any term from this Contract through any supplemental document not contained herein.

III. PERIOD OF CONTRACT: Five (5) years from July 1, 2025 (Effective Date) with two (2) successive one (1) year renewal options. A Contract Year shall be defined as each July 1 through June 30 of each year in the Contract.

IV. PRICE SCHEDULE: During the term of the Contract, Mason will be eligible to purchase products through Game One at the following discounts. Mason Purchase Order is required. The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.

Pricing and Discount Details - Sports Programs, Athletics Department & University.

(Excluding Men’s and Women’s Basketball)

Product	Discount
adidas Uniforms (stock + adiCustom)	40% off MSRP
adidas Apparel and Accessories	40% off MSRP
adidas Footwear	40% off MSRP
adidas miTeam Apparel	40% off MSRP
adidas miTeam Headwear	25% off MSRP
Agron and Saranac	40% off MSRP

Men and Women Basketball Discounts:

Product	Wholesale Price
adidas Apparel & Accessories	50% off MSRP
adidas Footwear	45% off MSRP
adiCustom (custom uniforms)	50% off MSRP
Locker Room Apparel (semi-custom)	50% off MSRP
Locker Room Headwear (semi-custom)	50% off MSRP
Agron (socks & bags)	50% off MSRP
Saranac (football & baseball, softball batting gloves)	50% off MSRP
adidas Golf Apparel & Accessories	50% off MSRP
adidas Golf Footwear	40% off MSRP

Promotional Merchandise: Promotional Merchandise” is defined as adidas Products available from the adidas Team Sales Catalog, excluding products sold directly by adidas Licensees. Amounts of Promotional Merchandise for each Contract Year are measured in adidas Products at MSRP and made available to School on July 1 each Contract Year. Any unused amounts of Promotion Merchandise from any Contract Year expire on the last day of the Contract Year (i.e., on June 30) and cannot be carried over to the next Contract Year. Ensuring that amounts of Promotional Merchandise are used and determining how such amounts are allocated among Teams is the sole responsibility of School. All Promotional Merchandise ships free via ground and School cannot apply any shipping upgrades. Returns and/or exchanges of Promotional Merchandise are not permitted.

Allocation	Amount
Athletic Director Promo Allocation	\$10,000 at MSRP
Athletics Department	\$184,782.61 at MSRP
Basketball	\$140,000 at MSRP

Purchase Incentives:

Year	Minimum Annual adidas Purchase Requirement with Game One (actual spend)*	Annual Promotional Merchandise Allotment from Game One (MSRP)	Annual Promotional Merchandise Allotment from adidas (MSRP) **
1	SIGNING BONUS *	\$5,000.00	\$10,000.00
1	\$425,000.00	\$90,000.00	\$334,792.61 (plus signing bonus above)
2	\$425,000.00	\$90,000.00	\$334,792.61
3	\$425,000.00	\$90,000.00	\$334,792.61
4	\$425,000.00	\$90,000.00	\$334,792.61
5	\$425,000.00	\$90,000.00	\$334,792.61

- Mason will receive \$10,000 in additional Promotional Merchandise allotment for every \$100,000 interval after \$600,000 with Game One in any Contract Year (including adidas spend and any equipment, hard goods, or other products offered by Game One).
- ATHLETICS DEPARTMENT PROMOTIONAL ALLOCATION: \$10,000 annually during each year of contract (adidas MSRP pricing). This can be applied to additional performance incentives for coaches/teams at Mason’s discretion.
- Signing Bonus: \$5,000 in Promotional Merchandise allotment from Game One and \$10,000 in Promotional Merchandise allotment from adidas
- Game One Decoration: \$10,000 in annual promotional decoration bonus for Athletics use. This shall be used in larger team orders over specific time periods by mutual agreement between Game One and Mason
- Non-Adidas Purchases through Game One: Additionally, Mason will receive the following Game One rebate incentives on all non-adidas purchases (equipment and hard goods) – this would be in the form of adidas retail credit (MSRP) annually to be used on stock footwear and apparel.
 - **\$25,000 - \$49,999: 5% Rebate | \$50,000 - \$99,999: 7.5% Rebate | \$100,000 +: 10% Rebate**
- Bonus Promotional Merchandise: Through a separate Team Agreement between adidas and Mason, adidas shall provide additional promotional merchandise “Bonus Promotional Merchandise” for each Contract Year in which the amount of adidas Products purchased exceeds the \$425,000 annual minimum purchase requirement, as follows:

Purchase Amount Above Minimum Annual Spend	Amount of Bonus Promotional Merchandise
\$0 - \$50,000	\$25,000 at MSRP
\$50,000 - \$100,000	\$50,000 at MSRP
Over \$100,000	\$65,000 at MSRP

Bonus Promotional Merchandise is non-cumulative (i.e., only the highest achievement in the table above shall be provided to Mason). The amount of adidas Products purchased during a given Contract Year and the corresponding calculation of purchase amount above the annual minimum purchase requirement shall be evaluated beginning April 1 of that Contract Year, and any Bonus Promotional Compensation shall be made available on July 1 (or, in the event Mason purchases additional adidas Products after April 1 such that Mason becomes entitled to additional Bonus Promotional Merchandise, as soon as practicable thereafter) for use during the six-month period commencing on that date. As a specific and non-limiting example, if the amount of adidas Products purchased by Mason during the 2025-26 Contract Year, exceeds the minimum annual spend commitment amount by \$55,000, adidas shall make \$50,000 in Bonus Promotional Merchandise available to Mason on January 1, 2027 for use by June 30, 2027.

- Game One will be identified as the preferred provider to the Athletics Department coaches and athletic staff for any non-adidas goods, to include hardware and equipment not provided by adidas.
- Adidas Additional Discounts: Mason Athletics Department will receive a general 35% discount on all other stock apparel and footwear not identified above.

- **BRANDING PACKAGE:** adidas and Game One will provide a **\$20,000 branding allotment credit** to Mason in **year one** (may be spread over first two years of the Contract). Game One will work with Mason on mutually agreed upon signage, logo refreshment, and adidas updates throughout facilities, digital/social media platforms, and spaces designated. Game One offers branding discount opportunities to Mason throughout the life of the Contract.

- **CAMPUS COMMUNITY:** Game One can work with the following entities to grow sales, at the appropriate royalty rate, that will be credited towards Athletics Departments spending for purposes of meeting minimum spending requirements and purchasing incentives described in this Contract. Examples of campus collaborators Game One has experience working with include:
 - Club and Recreational/Intramural Sports
 - Admissions/Campus Recruitment
 - Student Organizations and Greek Life
 - Individual Colleges and Deans’ Offices
 - Booster Club /Letterwinners
 - Alumni Relations

- **Fundraising Opportunity:** For purchases of spirit wear through Game One, Game One shall provide Mason with a 10% cash rebate for all sales conducted through team specific spirit wear sales and Game One’s designated ecommerce website. Fundraising payments to be processed quarterly.

- **Patriots Scholar-Athlete of the Week:** Each week during the academic year, Game One will sponsor the Scholar-Athlete of the Week, as determined by Mason Athletics. The exclusive gift will be designed in advance, and the Game One account representative will work with Mason Athletics/equipment staff on seamless logistics.

- **Inflatables and Other Equipment:** Game One is a full-line athletic team dealer that can provide all inflatables and equipment outside of apparel, footwear, and hard goods/equipment that adidas does not provide.

- **adidas – Name, Image, and Likeness Ambassador Program:** As a valued NCAA partner to adidas, each Mason student-athlete will be eligible to participate and join the adidas affiliate program. Once the student-athlete has joined Postgame (leading NIL agency) and is confirmed as a current student-athlete, the student-athlete will have the unique opportunity to earn money by sharing adidas products to their fans and followers on social media.

- **Program Additions:** If a new sport is added during the Contract term (with exception of last year of contract):
 - Game One will provide a Buy One get One Free purchasing option on uniforms.
 - Based on projected Annual Spend in year 1 & 2, Game One will provide 15% of Annual Spend in Promotional Merchandise allotment

- **Program Reductions:** If a sport is eliminated during the Contract term (with exception of last year of contract), adjustments to annual minimum purchase requirements, promotional merchandise, and incentive compensation will be negotiated in good faith between Mason, Game One, and adidas with mutual written agreement.

Performance Incentive Compensation. Through a separate Team Agreement between adidas and Mason, adidas will provide Mason with the following bonus amounts in Promotional Merchandise in any Contract Year if Mason achieves the applicable goals during such Contract Year. Performance Incentive compensation for achievements marked with an asterisk earned by each Team is noncumulative (i.e., for each Team, School shall only be provided Bonus Promotional Merchandise for the highest goal achieved by the Team and/or coach that Contract Year). Bonus Promotional Merchandise must be used either during the Contract Year during which it is awarded or within 60 days after the date it is awarded, whichever is later. adidas shall make earned Performance Incentive compensation available to School within a reasonable time after receiving notice from School that the applicable goal or goals have been achieved, but not until after October 1 during any Contract Year.

Men’s Basketball Achievement	Bonus Amount
Conference Regular Season Champion	\$5,000
*NCAA Post-Season Tournament Appearance	\$5,000
*NCAA Post-Season Tournament Sweet 16 Appearance	\$25,000
*NCAA Post-Season Tournament Final Four Appearance	\$50,000
*NCAA Post-Season Tournament National Champion	\$100,000
Conference Coach of the Year	\$2,500
National Coach of the Year (awarded by the AP Poll)	\$15,000

Women’s Basketball Achievement	Bonus Amount
Conference Regular Season Champion	\$5,000
*NCAA Post-Season Tournament Appearance	\$5,000
*NCAA Post-Season Tournament Sweet 16 Appearance	\$25,000
*NCAA Post-Season Tournament Final Four Appearance	\$50,000
*NCAA Post-Season Tournament National Champion	\$100,000

Conference Coach of the Year	\$2,500
National Coach of the Year (awarded by the AP Poll)	\$15,000

Baseball & Softball Achievement	Bonus Amount
*NCAA Post-Season Tournament Regional Appearance	\$5,000
*NCAA Post-Season Tournament Super Regional Appearance	\$10,000
*NCAA Post-Season Tournament College World Series Appearance	\$15,000
*NCAA Post-Season Tournament College World Series Champion	\$25,000
Conference Coach of the Year	\$2,500
National Coach of the Year (awarded by the AP Poll)	\$10,000

Women's Court Volleyball Achievement	Bonus Amount
NCAA Regular Season Conference Champion	\$5,000
*NCAA Post-Season Tournament Appearance	\$5,000
*NCAA Post-Season Tournament Sweet 16 Appearance	\$7,500
*NCAA Post-Season Tournament Final 4 Appearance	\$10,000
*NCAA Post-Season Tournament National Champion	\$15,000
Conference Coach of the Year	\$2,500
National Coach of the Year (awarded by the AP Poll)	\$7,500

All Other Team Sports Achievement	Bonus Amount
*NCAA Post-Season Tournament Appearance	\$5,000
*NCAA Post-Season Tournament National Champion	\$10,000
Conference Coach of the Year	\$2,500
National Coach of the Year (awarded by the AP Poll)	\$7,500

V. **CONTRACT ADMINISTRATION:** CJ Minter, Procurement Director, Intercollegiate Athletics 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:** Option #3 Paymode Net 30. Contractor shall submit invoices directly to acctpay@gmu.edu and copy the Contract Administrator. Invoices must reference a Purchase Order number to be considered valid. Invoices may only be submitted after services rendered or goods delivered. All invoices will be paid Net 30, after receipt in the accounts payable email inbox.

VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**

- A. This signed Contract between Contractor and Mason;
- B. Team Agreement (attached) between adidas and Mason;
- C. Negotiation Response dated 09/11/2024 (attached);
- D. RFP No. GMU-SS0101-24, in its entirety (attached);

Except with regard specifically to rights and obligations of adidas, in the event of a conflict between the documents listed above in this section, the controlling document shall be this Contract, then the Team Agreement, then the Negotiation Responses dated 09/11/2024, then the RFP No. GMU-SS0101-24, then the Contractor’s proposal dated 06/12/2024. With regard specifically to rights and obligations of adidas, in the event of a conflict between the documents listed above in this section, the controlling document shall be the Team Agreement, then this Contract, then the Negotiation Responses dated 09/11/2024, then the RFP No. GMU-SS0101-24, then the Contractor’s proposal dated 06/12/2024. Without limiting the foregoing and for the avoidance of doubt, only the Team Agreement (and not this Contract) creates any binding obligations on the part of adidas.

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:** 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 [University 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: Termination for Cause. Either party may terminate this Agreement if the other party materially breaches this Agreement and, if such breach is curable, fails to cure such breach within 30 days of written notice from the non-breaching party. In the event of such cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- 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.
 - 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 Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The Contractor 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 their decision to the Contractor within 60 days after receipt of the claim.
 4. The Contractor 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 and any incorporated documents 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), 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.

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. Contractor understands and acknowledges that Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor.
- 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. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
 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, 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. **NON-EXCLUSIVITY:** With the exception of adidas apparel for Mason's Intercollegiate Athletics Department as specified in this Contract, nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.
- FF. **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.
- GG. **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.
- HH. **REMEDIES:** If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- II. **RENEWAL OF CONTRACT:** This Contract may be renewed by for two (2) successive one-year renewal options under the terms and conditions of this Contract.
- JJ. **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/>.”

- KK. 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.

- LL. 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.

- MM. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.

- NN. 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.

- OO. 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/>.

- PP. 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.

QQ. 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. 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.

RR. 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.

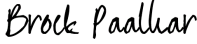
Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor’s facilities to remove and destroy Mason-owned assets and University 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.

SS. 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.


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

ASB Sports Acquisition dba Game One

Signed by:



Signature
Name: Brock Paalhar
Title: VP of sales
Date: 11/22/2024

George Mason University

DocuSigned by:


Signature
Name: Cliff Shore
Title: Chief Procurement Officer
Date: 11/25/2024

ASB Sports Acquisition dba Game One

Signed by:


Signature
Name: Tim McMurray
Title: Vice President - Collegiate
Date: 11/22/2024

TEAM AGREEMENT

This Team Agreement (“Agreement”) is entered into between adidas America, Inc., an Oregon corporation (“adidas”), and GEORGE MASON UNIVERSITY (“School”). This Agreement is effective as of July 1, 2025 (“Effective Date”) and ends on June 30, 2030 (the “Term”), with two (2) successive one (1) year renewal options.

RECITALS

A. School athletic teams and programs in the following (each a “Team”, and together with any new teams and programs added by School during the Term, the “Teams”):

Men’s Teams	Baseball, Basketball, Cross Country, Golf, Soccer, Swimming & Diving, Tennis, T&F, Volleyball, and Wrestling
Women’s Teams	Basketball, Cross Country, Lacrosse, Rowing, Soccer, Softball, Swimming & Diving, Tennis, T&F, Volleyball

The Teams retain and support coaches, staff and student athletes in connection with competition and other Team activities (collectively, the “Team Participants”).

- B. adidas designs, manufactures, distributes, and sells athletic footwear, apparel and related accessories and equipment through its Team Sales Program (the “adidas Team Program”). The products included in the adidas Team Program include Footwear Products and Non-Footwear Products, each as defined in Section 1 below (collectively, “adidas Products”). adidas wishes to support School and the Teams by, as more specifically described in this Agreement, supplying adidas Products to School under the adidas Team Program directly from adidas and/or through an authorized third-party dealer or dealers (“adidas Team Dealer(s)”) chosen by School.
- C. School wishes to acquire, wear, and use adidas Products under the adidas Team Program and consistent with the terms of this Agreement.

The parties agree as follows:

AGREEMENT

1. adidas Products.

1.1. Purchasing. As set forth below, during the Term, School agrees to purchase adidas Products directly from adidas, under the adidas Team Program and pursuant to the pricing schedule as set forth in the adidas Team Sales Catalog and updated periodically, for the following Team(s):

Men’s Teams	Basketball
Women’s Teams	Basketball

For all other Teams, School shall purchase adidas Products from an authorized adidas Team Dealer or Dealers of its choosing.

- 1.2. Footwear Products. During the Term, School agrees to purchase adidas Footwear Products for Team Participants’ use directly from adidas (for the Team(s) listed in Section 1.1 above) or from an authorized adidas Team Dealer (for all other Teams) in accordance with the adidas Team Program. “Footwear Products” means all footwear for Team Participants for all Team-related activities, including competition, practices, training, coaching, travel, recruiting, and media engagements.
- 1.3. Non-Footwear Products. During the Term, School agrees to purchase Non-Footwear Products for Team Participants’ use directly from adidas (for the Team(s) listed in Section 1.1 above) or from an authorized adidas Team Dealer (for all other Teams) Dealer in accordance with the adidas Team Program. “Non-Footwear Products” means all apparel, adidas Golf apparel, uniforms (including custom uniforms), accessories, equipment (including travel bags, headwear, socks, wristbands, gloves, watches, eyewear, hard goods, and inflatables) included in the adidas Team Program, but excluding Footwear Products.
- 1.4. Licensee Products. School understands and acknowledges that adidas contracts with certain licensed partners (“Licensees”) to provide products that adidas does not manufacture itself.
- 1.5. Discounts.
 - 1.5.1. For the Team(s) listed in Section 1.1 above, School shall be entitled to purchase Footwear Products, Non-Footwear Products, and Licensee Products directly from adidas at the prevailing wholesale pricing discounts offered under the adidas Team Program at the times of such purchases. As of the Effective Date, these discounts are as follows:

Product	Wholesale Price
adidas Apparel & Accessories	50% off MSRP
adidas Footwear	45% off MSRP
adiCustom (custom uniforms)	50% off MSRP
Locker Room Apparel (semi-custom)	50% off MSRP
Locker Room Headwear (semi-custom)	50% off MSRP
Agron (socks & bags)	50% off MSRP
Saranac (football & baseball, softball batting gloves)	50% off MSRP
adidas Golf Apparel & Accessories	50% off MSRP
adidas Golf Footwear	40% off MSRP

The parties acknowledge and agree that the discounts offered under the adidas Team Program and/or by the Licensees may change from time to time, however the discounts specified above shall not decrease during the initial five (5) year term.

- 1.5.2. For all other Teams, School shall be entitled to purchase Footwear Products, Non-Footwear Products, and Licensee Products from an authorized adidas Team Dealer or Dealers at discounts to be negotiated with such Dealer(s).
- 1.6. Direct Orders. For orders of adidas Products directly from adidas for the Team(s) listed in Section 1.1 above, School will provide written purchase orders to adidas (“Orders”) from time to time. An Order is not considered accepted by adidas until the adidas Products are shipped or until adidas sends an acknowledgement. All Orders are FOB adidas (FOB shipping point for all domestic shipments and FOB port for direct shipments). School assumes all delivery costs and all risk of loss upon delivery of Products to School or School’s representation at the FOB point. In the event of any conflict between this Agreement and any Order, invoice, or other communication between adidas and School now existing or hereafter entered into regarding shipping or Orders, the terms of this Agreement shall prevail.

1.7. No Warranties. ALL GOODS PURCHASED OR OTHERWISE ACQUIRED BY SCHOOL PURSUANT TO THIS AGREEMENT ARE TRANSFERRED AS-IS, EXCEPT FOR THE AVOIDANCE OF DOUBT ALWAYS will be in “New” unworn, undamaged condition. Adidas shall replace any damaged item as Mason’s request. ADIDAS HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE THAT MAY ARISE BY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

2. Exclusive Use.

2.1. Athletic Activities. During the Term, School shall ensure that each Team (including all Team Participants) exclusively uses and wears adidas Products whenever engaged in any Team-related activities and any other athletic activities for which such attire is appropriate, including but not limited to competition, practices, appearing at Team-related media sessions and/or in School- or Team-related social media, being filmed by motion picture or video tape in any other Team-related setting, posing for Team-related photographs, recruiting, and/or conducting or participating in Team-related camps or clinics.

2.2. No Spatting. School shall not permit any Team Participant or any other person to “spat,” obstruct, or otherwise alter adidas’s logos and marks in any way.

2.3. No Exceptions. Exceptions to this Section 2 require written approval by adidas.

3. License. School hereby grants to adidas the right and license, during the Term and at all times thereafter to the extent necessary for adidas’ lawful business purposes, to use School's name and trademarks worldwide in connection with the development, promotion, marketing, advertising and sale of adidas Products. Adidas will still process its license request through the university licensing agent, CLC. School may grant any comparable right to any other person or entity if the other person or entity is engaged in any business competitive with Adidas, however, George Mason Athletics may not. This license includes the right to use School’s name, nickname, initials, photograph, likeness, image or facsimile image, video or film portrayals and any other means of expressing School's use of adidas Products in connection with, but not limited to, television and radio advertisements, print advertisements, advertisements on any public or private on-line service or the Internet, catalogs, posters, billboards, building murals, video or audio promotional productions, promotional or marketing appearances, and hang tags and other in-store displays. School acknowledges that no royalty shall be paid on adidas Products provided by adidas to School’s Intercollegiate Athletic Teams and Intercollegiate Athletic Team Participants under this Agreement. In addition to the provisions already stated in Section 3, for avoidance of doubt, during the Term of this Agreement, School acknowledges and understands that School shall be able to grant any license, permission, or right of any kind to Nike or Under Armour, Lululemon, or any of their parent companies, subsidiaries, affiliates, or other related entities, which are currently existing or may be created, however, George Mason Athletics may not.

4. Annual Minimum Purchase Requirements. During each contract year of the Term, defined as July 1 through June 30 (a “Contract Year”), School shall purchase at least \$150,000 in adidas Products directly from adidas for use by the Team(s) listed in Section 1.1 above and at least \$425,000 in adidas Products from an authorized adidas Team Dealer or Dealer(s) for use by all other Teams (in each instance measured in actual dollars paid by School each Contract Year for adidas Products, not including amounts paid for shipping or delivery). If School fails to comply with the annual minimum purchase requirements for any School Year, the amount of Promotional Merchandise for the following Contract Year pursuant to Section 5 shall be reduced in the amount of the shortfall. In the event School appears unlikely to meet its annual purchase requirement during the final Contract Year of the Term based on objective evidence (including comparison to historical spending patterns), adidas shall have the right to suspend and/or reduce the amounts of Promotional Merchandise available to School during that Contract Year upon notice to School and an opportunity for School to cure.

5. Promotional Merchandise. adidas shall provide School with Promotional Merchandise during the Term, as follows:

5.1. “Promotional Merchandise” is defined adidas Products available from the adidas Team Sales Catalog,

excluding products sold directly by adidas Licensees. Amounts of Promotional Merchandise for each Contract Year are measured in adidas Products at MSRP and made available to School on July 1 each Contract Year. Any unused amounts of Promotion Merchandise from any Contract Year expire on the last day of the Contract Year (i.e., on June 30) and cannot be carried over to the next Contract Year. adidas may reduce the amounts of Promotional Merchandise provided to School if School fails to continue and/or materially changes certain Team programming, reduces the number of Teams, or changes its conference affiliation(s). Ensuring that amounts of Promotional Merchandise are used and determining how such amounts are allocated among Teams is the sole responsibility of School. All Promotional Merchandise ships free via ground and School cannot apply any shipping upgrades. Returns and/or exchanges of Promotional Merchandise are not permitted.

5.2. For each Contract Year during the Term, adidas shall provide Promotional Merchandise to School as follows:

Allocation	Amount
Athletic Director Promo Allocation	\$10,000 at MSRP
Athletic Department	\$184,782.61 at MSRP
Basketball	\$140,000 at MSRP
Signing Bonus (Year 1)	\$10,000 at MSRP

5.3. Performance Incentive Compensation. adidas shall provide School the bonus amount(s) of Promotional Merchandise, as defined above, set forth in Appendix A for any Contract Year(s) in which School achieves the applicable goal(s) during such Contract Year and provides adidas with notice within 60 days of each such achievement.

5.4. In addition to the amounts of Promotional Merchandise set forth in section 5.2 above, adidas shall also provide additional Promotional Merchandise (“Bonus Promotional Merchandise”) to Customer for each Contract Year in which the amount of adidas Products purchased by Customer (measured in actual amounts paid by Customer) exceeds the annual minimum purchase requirement set forth in section 4 above, as follows:

Purchase Amount Above Minimum Annual Spend	Amount of Bonus Promotional Merchandise
\$0-\$50,000	\$25,000 at MSRP
\$50,000-\$100,000	\$50,000 at MSRP
Over \$100,000	\$65,000 at MSRP

Bonus Promotional Merchandise is non-cumulative (i.e., only the highest achievement in the table above shall be provided to Customer) and subject to the same requirements as set forth in section 5.1 above unless otherwise expressly specified herein. The amount of adidas Products purchased by Customer during a given Contract Year and the corresponding calculation of purchase amount above the annual minimum purchase requirement shall be evaluated beginning April 1 of that Contract Year, and any Bonus Promotional Compensation shall be made available on July 1 (or, in the event Customer purchases additional adidas Products after April 1 such that Customer becomes entitled to additional Bonus Promotional Merchandise, as soon as practicable thereafter) for use during the six-month period commencing on that date. As a specific and non-limiting example, if the amount of adidas Products purchased Customer during the 2025-26 Contract Year, exceeds the minimum annual spend commitment amount by \$55,000, adidas shall make \$50,000 in Bonus Promotional Merchandise available to Customer on January 1, 2027 for use by June 30, 2027.

6. Marketing Benefits. School shall provide adidas with the Marketing Benefits set forth in Appendix B.

7. Representations and Warranties. Each party represents and warrants that such party (i) is not party to any agreement, contract, or understanding, whether oral or written, that would prevent, limit, or hinder the performance of any of its obligations under this Agreement; and (ii) has the due and proper authority to enter into and perform its obligations under this Agreement.

8. Termination.

8.1. Termination for Cause. Either party may terminate this Agreement if the other party materially breaches this Agreement and, if such breach is curable, fails to cure such breach within 30 days of written notice from the non-breaching party. The parties acknowledge and agree that a breach of Section 2 constitutes an incurable material breach of this Agreement.

8.2. Termination by adidas. adidas may, in its sole discretion, terminate this Agreement if (a) one or more Teams or Team Participants are suspended or otherwise subject to material disciplinary action by the NCAA or otherwise prevent the Team from participating in regular season or tournament games; or (b) if one or more Teams or Team Participants engage in conduct that materially harms adidas' reputation.

8.3. Right of Suspension or Reduction. If School breaches any term of this Agreement (including but not limited to through the actions of any Team or Team Participant), then adidas may suspend or reduce amounts of Promotional Merchandise to which School would otherwise be entitled (including Incentive Compensation), subject to the following limitations, upon notice to School and an opportunity for School to cure. For the first offense, adidas may reduce Promotional Merchandise to which School is entitled by 25%. For the second offense, adidas may reduce Promotional Merchandise to which School is entitled by 50%. For the third offense, adidas may reduce Promotional Merchandise to which School is entitled by 100%. Any reductions in Promotional Merchandise will be applied in the following School Year unless the breach causing the reduction occurs in the final year of this Agreement, in which case the deduction will occur in that School Year.

8.4. Effect of Termination; Survival. The right of termination under this Agreement is not exclusive and is in addition to any and all other rights and remedies available to the parties under applicable law. The termination of this Agreement shall not relieve a party from liability for a prior breach of this Agreement. The provisions of this Agreement that by their context or nature are intended to survive the expiration or termination of this Agreement, including Section 10 below, shall survive the expiration or termination of this Agreement.

9. Rights of First Dealing and First Refusal.

9.1. First Dealing. Beginning not less than 60 days before the end of the Term and through the end of the Term, the parties shall meet and negotiate in good faith the renewal of this Agreement ("First Dealing Period"). The parties shall not be obligated to enter into an agreement if they cannot settle on mutually agreeable terms during the First Dealing Period. During the Term, School shall not, and School shall not permit its agents, attorneys, accountants, representatives, or employees to, engage in any discussions or negotiations with any third party for any agreement or arrangement involving, in whole or in part, the same subject matter as in this Agreement, including the sponsorship, promotion, advertisement or endorsement of athletic apparel and footwear products, or providing consulting or similar services with respect to athletic apparel and footwear products ("Third Party Deal").

9.2. First Refusal. School shall not enter into an endorsement or similar agreement with a third party without first giving adidas an opportunity to enter into an agreement with School for such rights on the third-party terms and conditions, measured solely in terms which are material, measurable, and matchable ("Third Party Terms"). School shall notify adidas of all Third-Party Terms it receives for any Third-Party Deal. Evidence of such an offer must be on the third party's letterhead and a copy thereof must be supplied to adidas. adidas shall have 30 days from its receipt of the Third-Party Terms to match such Third-Party Terms.

If adidas matches the Third-Party Terms, then School shall enter into a new agreement with adidas

consistent with the Third-Party Terms.

10. Covenants.

10.1. Confidentiality. The parties acknowledge that School is a Virginia public institution that is subject to Virginia state public records law, Virginia Freedom of Information Act (VFOIA), §2.2-3700 et seq. of the Code of Virginia, 1950, as amended. School shall be permitted to disclose any information as required by law including but not limited to VFOIA, except where such disclosures are protected by one or more exemption(s) under the law (i.e. protection of proprietary information and trade secrets), in which case School shall withhold such Confidential Information in accordance with the terms of this Agreement. If School receives a request under VFOIA that may require the disclosure of Confidential Information, School shall notify adidas in accordance with school’s Policy 1117 and its VFOIA notification procedure. Notwithstanding the foregoing, either party may also disclose the terms hereof to such party’s professional, financial, and similar advisors provided such persons are bound by covenants or obligations prohibiting further disclosure and restricting their use of such information to purposes consistent with the provisions of this Agreement.

10.2. Compliance with Law. Each party shall comply with all laws, rules and regulations applicable to it in the performance of its obligations under this Agreement.

10.3. No Resale. During and after the Term, School agrees to not sell or distribute, or to permit the sale or distribution of, any adidas Products acquired pursuant to this Agreement, provided that School may sell such adidas Products to: (i) affiliates of the School, including on-campus retail outlets that provide services or sales to the School’s teams, athletic facilities, faculty, students and visitors; and (ii) vendors of the School that provide services to the School’s teams or athletic facilities but only to the extent related to vendor’s provision of service to the School. If School decides to sell under (i) or (ii), School will provide notice to adidas and the parties shall discuss the mutual agreed upon terms for such sale. Nothing in this paragraph shall apply to licensed product.

10.4. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONTINGENT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE OR USAGE, COST OF SUBSTITUTE GOODS, ADDITIONAL COSTS INCURRED BY SCHOOL, OR CLAIMS OF THIRD PARTIES. ADIDAS’S TOTAL LIABILITY TO SCHOOL FOR DAMAGE OR LOSS ARISING OUT OF, OR IN ANY WAY RELATED TO, THE SALE OF ADIDAS PRODUCTS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND/OR GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR ANY OTHER CAUSE SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE ADIDAS PRODUCTS TO WHICH SUCH CLAIM RELATES.

11. Notices. Notices required by this Agreement shall be sent to the address listed below or to such other address as the parties may from time to time by notice provide.

If to adidas:
adidas America, Inc.
6650 North Basin Avenue, Suite L
Portland, OR 97217
Attn: Director, U.S. Team Sports

If to School:
Director of Athletics
George Mason University
4400 University Drive MS 3A5
Fairfax, VA 22030

With a copy to:
adidas America, Inc.
6650 North Basin Avenue, Suite L
Portland, OR 97217
Attn Legal Dept.

With a copy to:
Director Procurement
George Mason University
4400 University Drive MS 3A5
Fairfax, VA 22030

Notice is effective when actually received if sent by any means that leaves a hard-copy record in the hands of the recipient. If sent by registered mail, postage prepaid, return receipt requested, notice shall be deemed effective on the date the return receipt shows the notice was accepted, refused, or returned undeliverable.

12. Miscellaneous.

- 12.1. Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.
- 12.2. Choice of Law; Venue; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. All disputes arising under this Agreement shall be brought before an appropriate court in the Commonwealth of Virginia.
- 12.3. Approvals. adidas shall provide School with items for approval related to School Trademarks on apparel (e.g. any clothing, including uniforms). School shall approve or disapprove within fourteen business days. If School does not provide approval or disapproval with the allotted time, then this shall be deemed approval and adidas may proceed with its obligations under this Agreement. If School utilizes a third-party licensing agent or if School utilizes a licensing department within the School administration, School acknowledges and agrees that any approvals given by the School's athletic director or his/her designee shall be sufficient for all purposes under this Agreement except where apparel is being sourced using university trademarks, names, etc. that are part of our licensing agent portfolio. In these cases, artwork must be submitted via CLC brandmanager360 for review and approval.
- 12.4. Binding Effect. This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.
- 12.5. Assignment. School may not assign, sell or transfer this Agreement or any of its rights, interests or obligations under this Agreement without adidas's prior written consent.
- 12.6. Construction. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation."
- 12.7. Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its own expenses in connection with the preparation, execution and performance of this Agreement and the transactions contemplated by this Agreement.
- 12.8. School/adidas Relationship. Nothing contained in this Agreement shall be construed as establishing an employer/employee, agency, partnership or joint venture relationship between the parties.
- 12.9. Entire Agreement. This Agreement together with any other documents incorporated into this Agreement by reference, all as amended from time to time, are incorporated into this Agreement by reference, and constitute the entire understanding between the parties with respect to the subject matter hereof and cannot be amended or modified except by an agreement in writing, signed by each of the parties. The order of precedence for resolving any conflict between terms and conditions contained in this Agreement and the Contract, and any other incorporated document shall be governed by Section VII of the Contract. All previous understandings or agreements between the parties related to the subject matter herein shall have no further force and effect.

- 12.10. adidas Code of Conduct and Commitment to Compliance. adidas has high standards of compliance, as set out in its Fair Play Code of Conduct (available at www.adidas-group.com/en/investors/corporate-governance/code-of-conduct/ or upon request from fairplay@adidas.com). To demonstrate a similarly high commitment to compliance, School confirms and agrees that: (i) it has implemented measures to comply with all applicable laws and/or regulations, and in particular all laws and/or regulations relating to bribery, corruption, and conflicts of interest.
- 12.11. Governing Rules: The Agreement shall be subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, and any revisions thereto, and the Governing Rules, which are hereby incorporated into this agreement in their entirety.
- 12.12. Audit: adidas 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 School, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- 12.13. Changes to the Contract: Changes can be made to this Contract in any of the following ways:
- a. The parties may agree in writing to modify the scope of this Contract.
 - b. Mason may order reasonable changes within the general scope of Contract at any time by written notice to adidas. 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. adidas shall comply with the notice upon receipt. adidas 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:
 - By mutual agreement between the parties in writing; or
 - 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 adidas's records and/or to determine the correct number of units independently; or
 - By ordering adidas 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. adidas shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of adidas 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 adidas from promptly complying with the changes ordered by Mason or with the performance of the contract generally.
- 12.14. 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 adidas'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.

- a. adidas must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5,
Fairfax, VA 22030
- b. The adidas must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
- c. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the adidas within 60 days after receipt of the claim.
- d. Adidas may appeal the Chief Procurement Officer's decision in accordance with §55 of the Governing Rules.

12.15 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 adidas 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.

12.16 CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The adidas 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.

12.17 CONFLICT OF INTEREST: adidas represents to Mason that its entering into this Agreement 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.

12.18 CONTINUITY OF SERVICES: Without limiting Section 9 above, adidas recognizes that the services under this Agreement are vital to Mason and must be continued without interruption and that, upon Agreement expiration, a successor, either Mason or another contractor, may continue them. The adidas 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 Agreement 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 Agreement from adidas to its successor.

Adidas 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.

adidas 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.

- 12.19 DEBARMENT STATUS: As of the Effective Date, adidas 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 adidas an agent of any person or entity that is currently so debarred.

- 12.20 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, adidas agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.

- 12.21 RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, adidas will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by adidas 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 adidas, Mason will promptly provide a copy to adidas. adidas 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.

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

IN WITNESS WHEREOF, the undersigned individuals hereby certify that they are duly authorized to execute this Agreement on behalf of the parties.

[Signatures on following page]

George Mason University

By:  DocuSigned by:
E1DA89EA373640A...

Name: Cliff Shore

Title: Chief Procurement Officer

Date: 11/25/2024

adidas America, Inc.

By:  Signed by:
244C12412495476...

Name: Taylor weavil

Title: Director, Team Sales

Date 11/25/2024

adidas America, Inc.

By:  DocuSigned by:
1FFCE89A7FD5450...

Name: THOMAS BAUMAN

Title: Senior Manager, Team Sales

Date 11/22/2024

APPENDIX A

Performance Incentive Compensation

Men's Basketball

Achievement	Bonus Amount
Conference Regular Season Champion	\$5,000
*NCAA Post-Season Tournament Appearance	\$5,000
*NCAA Post-Season Tournament Sweet 16 Appearance	\$25,000
*NCAA Post-Season Tournament Final Four Appearance	\$50,000
*NCAA Post-Season Tournament National Champion	\$100,000
Conference Coach of the Year	\$2,500
National Coach of the Year (awarded by the AP Poll)	\$15,000

Women's Basketball

Achievement	Bonus Amount
Conference Regular Season Champion	\$5,000
*NCAA Post-Season Tournament Appearance	\$5,000
*NCAA Post-Season Tournament Sweet 16 Appearance	\$25,000
*NCAA Post-Season Tournament Final Four Appearance	\$50,000
*NCAA Post-Season Tournament National Champion	\$100,000
Conference Coach of the Year	\$2,500
National Coach of the Year (awarded by the AP Poll)	\$15,000

Baseball & Softball

Achievement	Bonus Amount
*NCAA Post-Season Tournament Regional Appearance	\$5,000
*NCAA Post-Season Tournament Super Regional Appearance	\$10,000
*NCAA Post-Season Tournament College World Series Appearance	\$15,000
*NCAA Post-Season Tournament College World Series Champion	\$25,000
Conference Coach of the Year	\$2,500
National Coach of the Year (awarded by the AP Poll)	\$10,000

Women's Court Volleyball

Achievement	Bonus Amount
NCAA Regular Season Conference Champion	\$5,000
*NCAA Post-Season Tournament Appearance	\$5,000
*NCAA Post-Season Tournament Sweet 16 Appearance	\$7,500

*NCAA Post-Season Tournament Final 4 Appearance	\$10,000
*NCAA Post-Season Tournament National Champion	\$15,000
Conference Coach of the Year	\$2,500
National Coach of the Year (awarded by the AP Poll)	\$7,500

All Other Team Sports

Achievement	Bonus Amount
*NCAA Post-Season Tournament Appearance	\$5,000
*NCAA Post-Season Tournament National Champion	\$10,000
Conference Coach of the Year	\$2,500
National Coach of the Year (awarded by the AP Poll)	\$7,500

Incentive compensation for achievements marked with an asterisk earned by each Team each Contract Year is noncumulative (i.e., for each Team, School shall only be provided Bonus Promotional Merchandise for the highest goal achieved by the Team and/or coach that Contract Year). Bonus Promotional Merchandise must be used either during the Contract Year during which it is awarded or within 60 days after the date it is awarded, whichever is later. adidas shall make earned Incentive compensation available to School within a reasonable time after receiving notice from School that the applicable goal or goals have been achieved, but not until after October 1 during any Contract Year.

APPENDIX B

Marketing Benefits

1. Official Outfitter and Provider. During the Term, in all media and methods of communication listed below, School shall identify adidas as the School’s exclusive athletic footwear, apparel, and accessory brand permitted to advertise its products. School shall use its best efforts to refer to adidas as the “Official Outfitter of School Athletics” and the “Official Outfitter” of the Teams, and grants to adidas the exclusive right to such designations (the “Official Designations”).
2. Marketing Materials. adidas shall be recognized by the Official Designations on any website, in any publication, and in any advertisements or promotional materials controlled by the Athletic Association that relate to the Teams including, but not limited to posters, calendars, newsletters, and step and repeat backdrops. Without limiting the foregoing, above the fold, University shall place the adidas logo on each Team’s home page and a hypertext link from such home page to the adidas website.
3. Signage. adidas shall receive two (2) best available, television view signage at all venues where the Teams play their home games, and shall receive one (1) prominent television view logo on any Coaches’ shows. Additionally, adidas shall receive logo placements on each Team’s media step and repeat backdrops. adidas shall receive minimum of four (4) minutes of LED, video boards, LED ribbons and rotational boards, in venues where the Teams play their home games. [adidas shall receive a minimum of two (2) of the following on-court assets on any home court the Basketball Teams complete: (i) Team Bench Aprons, (ii) Baseline Apron corners, (iii) Basketball Stanchions, (iv) On Court Diagonal or (v) another mutually agreed upon on-court sponsorship location.] adidas shall receive co-branding opportunities on any student group sectional signage. School shall use best efforts to use adidas for all marketing and student section product. adidas shall receive logo placements in each Team’s locker rooms, practice facility, sports medicine facility, equipment room, strength & conditioning, and in other related locations. School shall be responsible for the creation, installation and maintenance costs associate with such signage, but may receive design or other assistance from adidas, at adidas’s discretion.
4. Announcements and Other Advertisements. If the venue where the Teams play their home games has such capability, adidas shall be recognized by the Official Designations in at least two (2) public address announcements during each home game of each Team. Further, adidas shall receive: (i) one (1) full page advertisement in the media guide for the Teams; (ii) one (1) full page color advertisement in digital game program for the Teams; (iii) logo placement in each Team’s camp brochures; and (iv) logo placement on each Team’s schedule card. The content of such advertisements shall be mutually agreed upon by the parties in advance.
5. Social Media. School shall positively promote its relationship with adidas, the adidas brand, and the adidas Products in a minimum of four (4) social media posts each Contract Year, through social media channels controlled by the Department of Athletics. The content of such posts may be provided by adidas, with acceptance and use by School not to be unreasonably delayed or withheld.
6. Mailing List. If requested by adidas, School’s athletic department shall make four (4) electronic mailings or e- blasts each Contract Year (one (1) mailing per quarter) on behalf of adidas to the athletics mailing list, with the understanding that the content of such mailings shall be mutually agreed upon by School and adidas.
7. Appearances. Schedule permitting, Head Coaches will make (1) adidas-sponsored appearance per year. Written notice will be provided to Head Coach (30) days in advance. Head Coaches will make (1) adidas-sponsored Online/Social Network appearance per year. Written notice will be provided to Head Coach (14) days in advance.
8. Hospitality, Tickets & Parking Passes. School shall supply adidas with eight (8) best available tickets and two (2) parking passes to each Team’s regular season home games. Further, School shall supply adidas with

six (6) best available ticket books to any exhibition game, neutral site, exempt event and post-regular season tournament in which a Team participates, as well as one (1) parking pass to such game. In addition, School shall provide adidas with the opportunity to purchase additional tickets and parking passes upon request and subject to availability. School shall supply adidas with two (2) passes to each alumni, donor or other similar function at each Team's regular season home games. Further, School shall supply adidas with one (1) All-Access credential to each Team's regular season and post-season games, and shall use best efforts to provide additional credentials when requested by adidas, not to exceed four (4) per game.

9. Use. adidas reserves the right to approve all uses of its logos and name. adidas also reserves the right to change or update its branding during the Term.



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**COST & SERVICE PROPOSAL SUBMISSION
GEORGE MASON UNIVERSITY
ATHLETIC APPAREL, FOOTWEAR & EQUIPMENT**

PARTNERSHIP

Best and Final Offer

September 11, 2024

Pages 1-9 / Game One

Pages 10-22 / adidas



THE BRAND BEHIND YOUR BRAND



George Mason Leadership Team:

At Game One, our company’s DNA dates back over 70 years. We are built on a foundation of delivering a concierge level of “white glove” customer service. While the name Game One is only four years old, the experience, expertise, and performance of the regional dealers that have now become **one national company** spans multiple decades.

We have over 300 years combined serving intercollegiate athletic departments across the country, as well as other athletic entities. The thought leadership behind the eight regional properties allows us to serve your account locally, support it regionally, and complete the circle of service on a national level, if necessary. By incorporating our purchasing power, operational efficiencies, and delivery mechanisms, we deliver both product and service at an elite level.

Just as the George Mason athletics program continues to evolve, the apparel service and team dealer industry does as well. We are the only national team dealer that has relationships with all major brands from an apparel, footwear, equipment, and supplies standpoint. In addition to access, our core tenets of service, communication, and collaboration with your coaches, equipment staff, campus, and alumni are unmatched.

To borrow a military analogy, we believe that attention-to-detail in the **SERVICE** aspect of this partnership will be our *force multiplier*. A force multiplier is anything that amplifies your effort to produce more output. Your successful coaches and administrators are force multipliers, as their recruiting acumen and commitment to student-athlete success allows them to impact more lives in one year than some do in a lifetime. With our committed service team, you can rest assured that Game One will be relentless in our **SERVICE** force multiplier.

As you review our detailed proposal, here are a few points of distinction we pledge to deliver:

- ✓ Consistent communication from your account representative and regional sales manager
- ✓ Support from your Area Vice President and Senior Director of College Partnerships
- ✓ Streamlined national inventory management system that maximizes ability to deliver timely
- ✓ Online opportunities to work with your account representative on customized artwork and online stores
- ✓ Access to our adidas partners beyond apparel and footwear to maximize purchasing power

It is our distinct honor to participate in this process. We understand this process is highly competitive...and so are we at Game One. **Towards that missive, we appreciate the opportunity to visit campus in person with our sales and service team to present and answer any questions about our proposal.** We would welcome the opportunity to engage in dialogue on specific parameters, while reinforcing our commitment to the highest levels of service and quality.

With Service -

Tim McMurray
Senior Director – College Partnerships



I. Why Game One?

LOCALLY SERVICED...REGIONALLY MANAGED...NATIONALLY SUPPORTED

- Experienced national team of Account Representative, Regional Sales Manager, and Vice President
- We are an extension of both your equipment operations and athletics business office.
- B2B Access with brand in conjunction with your sales rep
- Bi-monthly Game One Inventory Spreadsheet made available for your coaches / equipment staff.
- Regional Warehouses strategically positioned throughout the country:

Swanton, Ohio

Carroll, Iowa

Odessa, Texas

Bozeman, Montana

Phoenix, AZ

SERVICE. SERVICE. SERVICE. **THE GAME ONE WAY**

Game One offers a hands-on approach to ensure customer satisfaction. Our team has great familiarity with George Mason community and will provide the highest level of service to the account. In fact, the George Mason Game One Sales Representative lives nearby and will be very visible with your coaches and administration.

We will provide detailed calendars on booking windows to make sure every sport, event, and constituent can capitalize on securing the product desired.

Game One is committed to the highest level of communication and customer service from the account representative, regional sales manager, and our area Vice President. Additionally, Game One has added a Senior Director of College Partnerships position. Our director has over 32 years of experience in college athletics administration, including seven years as an athletics director. This will be an additional resource to your institution, athletics administration, and coaches as **we will provide George Mason with “concierge level, white-glove service”**.

This means extra layers of service to improve efficiency across all logistical details of the ordering and fulfillment process. As part of that added layer of service, Game One can provide hands-on training (in-person, remote, or a combination) on how to maximize this new agreement and increase threshold spends across the entire institution (still benefiting athletics without the added expense to athletics).

By partnering with **Game One**, you would be exposed to unmatched service, quality, and expertise. Our passion for customer service - as well as the extensive investment in product offerings - has positioned Game One as the one-stop provider for your institution’s needs. We can service the entire campus community - Athletics, Intramurals/Club, Arts, Faculty, Staff, Students, Donors, and Alumni.



THE BRAND BEHIND YOUR BRAND



I. Our George Mason/Game One Service Team

Bobby DiRaimo, George Mason Account Representative

Experience: Hands-on, experienced athletics apparel and footwear representative

Cell: 859-533-4279

Email: bobby.diraimo@game-one.com

Mickey Cassidy, Regional Sales Manager

Experience: Over two decades of experience in Athletic Apparel Sales and Service

Cell: 567-703-0767

Email: mickey.cassidy@game-one.com

Brock Paalhar, Area Vice President – East

Experience: Over two decades of experience in Athletic Apparel Sales and Service

Cell: 573-808-1030

Email: brock.paalhar@game-one.com

Tim McMurray, Vice President - College Partnerships

Experience: 32 Years in College Athletics

Cell: 214-450-8147

Email: Tim.McMurray@game-one.com



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III. Financial Highlights

Year	Minimum Annual adidas Purchase Requirement with Game One (actual spend)*	Total Annual Product Allotment from Game One (MSRP)	Total Annual Product Allotment from adidas (MSRP) **
1	SIGNING BONUS *	\$5,000.00	\$10,000.00
1	\$575,000.00	\$90,000.00	\$275,000.00
2	\$575,000.00	\$90,000.00	\$275,000.00
3	\$575,000.00	\$90,000.00	\$275,000.00
4	\$575,000.00	\$90,000.00	\$275,000.00
5	\$575,000.00	\$90,000.00	\$275,000.00

GMU will receive \$10,000 in additional promotional allotment for every \$100,000 interval after \$600,000 with Game One in any contract year (including adidas spend and any equipment, hard goods, or other products offered by Game One).

Pricing and Discount Details - Sports Programs, Athletics Department & Institution (Excluding Men's and Women's Basketball – those discounts addressed on page 11)

Product	Discount
adidas Uniforms (stock + adiCustom)	40% off MSRP
adidas Apparel and Accessories	40% off MSRP
adidas Footwear	40% off MSRP
adidas miTeam Apparel	40% off MSRP
adidas miTeam Headwear	25% off MSRP
Agron and Saranac	40% off MSRP

II. Additional Financial Incentives

DIRECTOR OF ATHLETICS PROMOTIONAL ALLOCATION

\$10,000 annually during each year of contract (adidas MSRP pricing). This can be applied to additional performance incentives for coaches/teams, or how the AD best sees fit.

GAME ONE DECORATION

\$10,000 in annual promotional decoration bonus for Athletics use. This shall be used in larger team orders over specific time periods by mutual agreement between Game One and GMU.

NON-adidas PURCHASES THROUGH GAME ONE

Additionally, George Mason would receive **the following Game One rebate incentives** on all non-adidas purchases (equipment and hard goods) – this would be in the form of adidas retail credit (MSRP) annually to be used on stock footwear and apparel.

\$25,000 - \$49,999: 5% Rebate \$50,000 - \$99,999: 7.5% Rebate \$100,000 +: 10% Rebate



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George Mason administration would promote Game One as the preferred provider to coaches and operations staff for any non-adidas goods.

adidas VIP ACCOUNTS FOR GMU ATHLETICS DEPARTMENT

Director of Athletics administration, head coaches, and President’s Office would have access to an adidas VIP account for 35% discount on stock apparel and footwear.

V. Additional Contract Enhancements

BRANDING PACKAGE

adidas and Game One will provide a \$20,000 branding allotment credit to George Mason in year one (may be spread over first two years of the agreement). We will work with George Mason on mutually agreed upon signage, logo refreshment, and adidas updates throughout facilities, digital/social media platforms, and spaces designated. *Game One offers branding discount opportunities to GMU throughout the life of the agreement.*

CAMPUS COMMUNITY

As mentioned above, it is Game One’s objective to engage the entire campus community to be a part of the GMU Athletics relationship with the adidas and Game One family. This has become a popular opportunity across various Game One partner campuses. Game One can work with the following entities to grow sales that will be credited towards athletics’ overall spending threshold. Examples of campus partners we have experience working with include:

- | | |
|---|--|
| Club and Recreational/Intramural Sports | Admissions/Campus Recruitment |
| Student Organizations and Greek Life | Individual Colleges and Deans’ Offices |
| Booster Club /Letterwinners | Alumni Relations |

Fundraising Opportunity

During the Term of the Agreement, Game One shall provide GMU with fundraising opportunities through the sale of spirit wear and the ecommerce website. Game One shall provide School with a 10% cash royalty for all sales conducted through team specific spirit wear sales and the ecommerce website. Fundraising payments to be processed quarterly.

Contribution to Camps

Upon the director of athletics’ approval, all other coaches would be allowed to purchase merchandise for camp in bulk and receive the department’s regular team discount. Each program can then set up exclusive sales at full retail for campers, family members and camp guests to display their GMU spirit. This also allows for unique revenue stream opportunities for coaches and programs to supplement camp/program expenses.

Patriots Scholar-Athlete of the Week

Each week during the academic year, Game One will sponsor the Scholar-Athlete of the Week, as determined by GMU Athletics. The exclusive gift will be designed in advance, and the Game One account representative will work with George Mason Athletics/equipment staff on seamless logistics. In the era of student-athlete engagement, this can provide unique opportunities between George Mason and Game One.





Inflatables and Other Equipment

*Game One is a full-line athletic team dealer that can provide all inflatables and equipment outside of apparel, footwear, and hard goods/equipment that **adidas** does not provide.*

adidas – Name, Image, and Likeness Ambassador Program

As a valued NCAA partner to adidas, each GMU student-athlete would continue to be eligible to participate and join the adidas affiliate program. Once you have joined Postgame (leading NIL agency) and are confirmed as a current student- athlete, student-athletes have the unique opportunity to earn money by sharing adidas products to your fans and followers on social media.

Program Additions

If a new sport is added during the contract term (with exception of last year of contract):

- Game One will provide a Buy One get One purchasing option on uniforms.
- Based on projected Spend in year 1 & 2 Game One will provide 15% of spend in promotional allotment

VI. Service And Operations

DEPARTMENT ONBOARDING

Upon award of contract, our Game One Service Team will work with administration to immediately begin immersing ourselves in the athletics department with both in-person introduction meetings with coaches / equipment contacts and regular calls. We will present a mutual calendar for on campus meetings and a specific rollout schedule that would be based on best practices in service, inventory, and communication.

Spotlight George Mason– Product Testing

As a Game One Spotlight Partner, George Mason may from time-to-time be asked to test certain footwear, apparel, and equipment - empowering student-athletes and coaches to provide feedback on footwear and apparel offerings prior to purchasing decisions and team orders.

GAME ONE ORDERING / FULFILLMENT

In addition to team booking deadlines annually (typically late October / early November for the following academic year), there are times throughout the year that coaches/sideline gear, hats, fill-in orders, and other goods will be ordered by coaches and your department. A standard Game One best practice is to deliver goods that GO is decorating within 14-21 days.

GAME ONE RETURN POLICY AND PROCESS (damaged or incorrectly shipped items only)

- 1) Alert Sales Rep of return.
- 2) Return must be received within 30 days.
- 3) Sales Rep works with Game One customer service team to initiate a return or issue a credit.
- 4) If product is being returned, it must be received by Game One before the school receives credit.
- 5) Customized/Decorated products cannot be returned unless there are quality issues.
- 6) *Decorated orders cannot be cancelled by the customer once they are decorated.*



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VII. Game One – Collegiate Proposal FAQ's

PRODUCTS

Are catalogs on the Game One website an accurate representation of what is offered by Game One? Or are there other, private catalogs?

Absolutely. We have a “customer centric” approach to our catalog layout, design, and methodology. In certain situations, there are exclusive Game One Private Label offerings. Each partnership contract is tailored to maximize benefit to your institution, talented student-athletes, administration, and coaches. To view our catalog and product offerings, please click [HERE](#).

Would this agreement be exclusive to the adidas goods that Game One sells or would be able to purchase anything from the Game One catalog?

Game One is a full-line athletic team dealer that can provide all equipment and inflatables outside of apparel, footwear, and hard goods that adidas does not provide.

If Game One sells a product, are we required to purchase it from Game One?

Think of Game One as your “one stop shop” for all athletics needs. Our service model, purchasing power, vendor relationships, and national presence with a variety of athletics entities allows us to leverage the best deal and positively impact your threshold spend.

We currently have existing agreements with hard good companies for certain sports, because adidas doesn't make the necessary equipment. How does that factor into our agreement?

As your partner, we would never force you into a position to violate an existing and enforceable vendor contract related to hard good supplies. However, we also can be a positive influence in many cases towards leveraging the best purchase option for your department by purchasing directly through your Game One representative.

PRICING AND PURCHASE REQUIREMENT

Do shipping fees count as part of the minimum annual purchase requirement?

Shipping fees are independent of the annual purchase requirement. Our standard shipping fees vary based on size and scope of order. We understand there are last-minute orders/needs on both sides of this partnership, and we strive to make sure that shipping is not a dealbreaker.

PRODUCT ALLOTMENT

When would the promotional product allotment be awarded and when does it expire? For example, if we hit our minimum annual adidas purchase requirement on June 1, 2025, when does the product allotment get awarded? How long would we have to spend it?

Your promotional product allotment is an annual distribution, with funding both from Game One and your chosen brand partner. Your Game One promotional allotment is handled directly with your sales and service representative and regional sales manager. adidas has specific promotional allotment allocation dates each year, and that will be explained during the finalization of your institution's contract.

Would Game One be able to work with our campus bookstore partner? Who from Game One would facilitate this relationship?

Absolutely. This would be handled through your sales and service representative and regional sales manager. Additionally, if there are complications or questions about the bookstore contract or any conflict of interest with licensing issues, etc., our head of collegiate partnerships can assist in navigating those conversations.



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Tell us more about the Game One Athlete of the Week.

This is an opportunity to recognize a student-athlete each week during the academic year and provide them with a celebration token of success. Your sales rep will work with your department designated office (equipment, business office, communications, etc.) to provide the non-sized item and deliver them in bulk. The award is your department's decision (athletic, academic, community service, etc.).

If this agreement were to be extended to recreation, club, and intramural sports, how would we ensure they have their own representatives on our campus side and the Game One side?

Our Game One sales and service representatives are highly experienced in providing concierge "white glove" service to all campus partners who have an interest in taking advantage of this added benefit. Other than initial introductions, intercollegiate athletics would have no responsibilities of logistics of the relationship.

TRANSITION

How do orders work with Game One that have already been placed for next year?

While every contract has its own nuances, we are prepared to be nimble and aggressive to respect deadlines, existing orders, and provide quality customer service during the transition.

Would we be able to return items purchased through adidas to Game One?

Without being too vague, that would be on a case-by-case basis. Size of order, timing, and previous contractual language will all factor into the answer. We will make the returns a positive experience and leverage our existing relationship with the brand as a national team dealer.

GO Patriots!



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TEAM AGREEMENT

This Team Agreement ("Agreement") is entered into between adidas America, Inc., an Oregon corporation ("adidas"), and GEORGE MASON UNIVERSITY ("School"). This Agreement is effective as of July 1, 2025 ("Effective Date") and ends on June 30, 2030 (the "Term").

RECITALS

A. School fields athletic teams and programs in the following (each a "Team", and together with any new teams and programs added by School during the Term, the "Teams"):

Men's Teams	Baseball, Basketball, Cross Country, Golf, Soccer, Swimming & Diving, Tennis, T&F, Volleyball, and Wrestling
Women's Teams	Basketball, Cross Country, Lacrosse, Rowing, Soccer, Softball, Swimming & Diving, Tennis, T&F, Volleyball

The Teams retain and support coaches, staff and student athletes in connection with competition and other Team activities (collectively, the "Team Participants").

B. adidas designs, manufactures, distributes, and sells athletic footwear, apparel and related accessories and equipment through its Team Sales Program (the "adidas Team Program"). The products included in the adidas Team Program include Footwear Products and Non-Footwear Products, each as defined in Section 1 below (collectively, "adidas Products"). adidas wishes to support School and the Teams by, as more specifically described in this Agreement, supplying adidas Products to School under the adidas Team Program directly from adidas and/or through an authorized third-party dealer or dealers ("adidas Team Dealer(s)") chosen by School.

C. School wishes to acquire, wear, and use adidas Products under the adidas Team Program and consistent with the terms of this Agreement.

The parties agree as follows:

AGREEMENT

1. adidas Products.

1.1. Purchasing. As set forth below, during the Term, Schools agrees to purchase adidas Products directly from adidas, under the adidas Team Program and pursuant to the terms and conditions of sale set forth in the adidas Team Sales Catalog and updated periodically, for the following Team(s):

Men's Teams	Basketball
Women's Teams	Basketball

For all other Teams, School shall purchase adidas Products from an authorized adidas Team Dealer or Dealers of its choosing.



- 1.2. Footwear Products. During the Term, School agrees to purchase adidas Footwear Products for Team Participants' use directly from adidas (for the Team(s) listed in Section 1.1 above) or from an authorized adidas Team Dealer (for all other Teams) in accordance with the adidas Team Program. "Footwear Products" means all footwear for Team Participants for all Team-related activities, including competition, practices, training, coaching, travel, recruiting, and media engagements.
- 1.3. Non-Footwear Products. During the Term, School agrees to purchase Non-Footwear Products for Team Participants' use directly from adidas (for the Team(s) listed in Section 1.1 above) or from an authorized adidas Team Dealer (for all other Teams) Dealer in accordance with the adidas Team Program. "Non-Footwear Products" means all apparel, adidas Golf apparel, uniforms (including custom uniforms), accessories, equipment (including travel bags, headwear, socks, wristbands, gloves, watches, eyewear, hard goods, and inflatables) included in the adidas Team Program, but excluding Footwear Products.
- 1.4. Licensee Products. School understands and acknowledges that adidas contracts with certain licensed partners ("Licensees") to provide products that adidas does not manufacture itself.
- 1.5. Discounts.
 - 1.5.1. For the Team(s) listed in Section 1.1 above, School shall be entitled to purchase Footwear Products, Non-Footwear Products, and Licensee Products directly from adidas at the prevailing wholesale pricing discounts offered under the adidas Team Program at the times of such purchases. As of the Effective Date, these discounts are as follows:

Product	Wholesale Price
adidas Apparel & Accessories	50% off MSRP
adidas Footwear	45% off MSRP
adiCustom (custom uniforms)	50% off MSRP
Locker Room Apparel (semi-custom)	50% off MSRP
Locker Room Headwear (semi-custom)	50% off MSRP
Agron (socks & bags)	50% off MSRP
Saranac (football & baseball, softball batting gloves)	50% off MSRP
adidas Golf Apparel & Accessories	50% off MSRP
adidas Golf Footwear	40% off MSRP

The parties acknowledge and agree that the discounts offered under the adidas Team Program and/or by the Licensees may change from time to time.

- 1.5.2. For all other Teams, School shall be entitled to purchase Footwear Products, Non-Footwear Products, and Licensee Products from an authorized adidas Team Dealer or Dealers at discounts to be negotiated with such Dealer(s).
- 1.6. Direct Orders. For orders of adidas Products directly from adidas for the Team(s) listed in Section 1.1 above, School will provide written purchase orders to adidas ("Orders") from time to time. An Order is



not considered accepted by adidas until the adidas Products are shipped or until adidas sends an acknowledgement. All Orders are FOB adidas (FOB shipping point for all domestic shipments and FOB port for direct shipments). School assumes all delivery costs and all risk of loss upon delivery of Products to School or School's representation at the FOB point. In the event of any conflict between this Agreement and any Order, invoice, or other communication between adidas and School now existing or hereafter entered into regarding shipping or Orders, the terms of this Agreement shall prevail.

- 1.7. No Warranties. adidas shall not be liable for any injury or damage suffered by School or Team Participants from wearing or using adidas Products, and School hereby expressly knowingly and irrevocably waives all such liability, except to the extent such injury or damage is caused by adidas's gross negligence or willful misconduct. **ALL GOODS PURCHASED OR OTHERWISE ACQUIRED BY SCHOOL PURSUANT TO THIS AGREEMENT ARE TRANSFERRED AS-IS. ADIDAS HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE THAT MAY ARISE BY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.**

2. Exclusive Use.

- 2.1. Athletic Activities. During the Term, School shall ensure that each Team (including all Team Participants) exclusively uses and wears adidas Products whenever engaged in any Team-related activities and any other athletic activities for which such attire is appropriate, including but not limited to competition, practices, appearing at Team-related media sessions and/or in School- or Team-related social media, being filmed by motion picture or video tape in any other Team-related setting, posing for Team-related photographs, recruiting, and/or conducting or participating in Team-related camps or clinics.
- 2.2. No Spatting. School shall not permit any Team Participant or any other person to "spat," obstruct, or otherwise alter adidas's logos and marks in any way.
- 2.3. No Exceptions. Exceptions to this Section 2 require written approval by adidas.

3. License. With respect to the Teams, School hereby grants to adidas the right and license, during the Term and at all times thereafter to the extent necessary for adidas' lawful business purposes, to use School's name and trademarks worldwide in connection with the development, promotion, marketing, advertising, and sale of adidas Products. School shall not grant any comparable right to any other person or entity if the other person or entity is engaged in any business competitive with adidas. This license includes the right to use School's name, nickname, initials, logos, photograph, likeness, image or facsimile image, video or film portrayals, and any other means of expressing School's use of adidas Products in connection with, but not limited to, television and radio advertisements, print advertisements, advertisements on any public or private online service or the Internet, catalogs, posters, billboards, building murals, video or audio promotional productions, promotional or marketing appearances, and hang tags and other in-store displays. School acknowledges that no royalty shall be paid on adidas Products provided by adidas to School's Teams and Team Participants under this Agreement. For the avoidance of doubt, during the Term, School acknowledges and agrees that it shall not grant any license, permission, or right of any kind to Nike or Under Armour, or any of their parent companies, subsidiaries, affiliates, or other related entities, which are currently existing or may be created. For further avoidance of doubt, this grant of license above is not related to any retail license that adidas may negotiate separately with School's licensing agent or directly with School for retail sale of School- or Team-related adidas Products.



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4. Annual Minimum Purchase Requirements. During each school year of the Term, defined as July 1 through June 30 (a “School Year”), School shall purchase at least \$20,000 in adidas Products directly from adidas for use by the Team(s) listed in Section 1.1 above and at least \$575,000 in adidas Products from an authorized adidas Team Dealer or Dealer(s) for use by all other Teams (in each instance measured in actual dollars paid by School each School Year for adidas Products, not including amounts paid for shipping or delivery). If School fails to comply with the annual minimum purchase requirements for any School Year, School will pay adidas cash compensation equivalent to the shortfall for that School Year on or before September 30 of the School Year immediately following the School Year in which a shortfall occurred.

5. Promotional Merchandise. adidas shall provide School with Promotional Merchandise during the Term, as follows:

5.1. “Promotional Merchandise” is defined adidas Products available from the adidas Team Sales Catalog, excluding products sold directly by adidas Licensees. Amounts of Promotional Merchandise for each School Year are measured in adidas Products at MSRP and made available to School on July 1 each School Year. Any unused amounts of Promotion Merchandise from any School Year expire on the last day of the School Year (i.e., on June 30) and cannot be carried over to the next School Year. adidas may reduce the amounts of Promotional Merchandise provided to School if School fails to continue and/or materially changes certain Team programming, reduces the number of Teams, or changes its conference affiliation(s). Ensuring that amounts of Promotional Merchandise are used and determining how such amounts are allocated among Teams is the sole responsibility of School. All Promotional Merchandise ships free via ground and School cannot apply any shipping upgrades. Returns and/or exchanges of Promotional Merchandise are not permitted.

5.2. For each School Year during the Term, adidas shall provide Promotional Merchandise to School as follows:

Allocation	Amount
Signing Bonus (Year 1)	\$10,000 at MSRP
Athletic Director	\$200,000 at MSRP
Basketball	\$140,000 at MSRP

6. Incentive Compensation. adidas shall provide School the bonus amount(s) of Promotional Merchandise, as defined above, set forth in Appendix A for any School Year(s) in which School achieves the applicable goal(s) during such School Year and provides adidas with notice within 60 days of each such achievement.

7. Marketing Benefits. School shall provide adidas with the Marketing Benefits set forth in Appendix B.

8. Representations and Warranties. Each party represents and warrants that such party (i) is not party to any agreement, contract, or understanding, whether oral or written, that would prevent, limit, or hinder the performance of any of its obligations under this Agreement; and (ii) has the due and proper authority to enter into and perform its obligations under this Agreement.

9. Termination.

9.1. Termination for Cause. Either party may terminate this Agreement if the other party materially breaches this Agreement and, if such breach is curable, fails to cure such breach within 30 days of written notice



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from the non-breaching party. The parties acknowledge and agree that a breach of Section 2 constitutes an incurable material breach of this Agreement.

- 9.2. Termination by adidas. adidas may, in its sole discretion, terminate this Agreement if (a) one or more Teams or Team Participants are suspended or otherwise subject to material disciplinary action by the NCAA, including any disciplinary action that limits the Team's competitiveness or prevents the Team from participating in regular season or tournament games; or (b) in adidas' sole estimation one or more Teams or Team Participants engage in conduct that reflects poorly on adidas or that harms adidas' reputation in any way.
- 9.3. Right of Suspension or Reduction. If adidas believes that School has breached any term of this Agreement (including but not limited to through the actions of any Team or Team Participant), then adidas may, in its sole discretion, suspend or reduce amounts of Promotional Merchandise to which School would otherwise be entitled (including Incentive Compensation), subject to the following limitations. For the first offense, adidas may reduce Promotional Merchandise to which School is entitled by 25%. For the second offense, adidas may reduce Promotional Merchandise to which School is entitled by 50%. For the third offense, adidas may reduce Promotional Merchandise to which School is entitled by 100%. Any reductions in Promotional Merchandise will be applied in the following School Year unless the breach causing the reduction occurs in the final year of this Agreement, in which case the deduction will occur in that School Year.
- 9.4. Effect of Termination; Survival. The right of termination under this Agreement is not exclusive and is in addition to any and all other rights and remedies available to the parties under applicable law. The termination of this Agreement shall not relieve a party from liability for a prior breach of this Agreement. The provisions of this Agreement that by their context or nature are intended to survive the expiration or termination of this Agreement, including Section 10 below, shall survive the expiration or termination of this Agreement.

10. Rights of First Dealing and First Refusal.

- 10.1. First Dealing. Beginning not less than 60 days before the end of the Term and through the end of the Term, the parties shall meet and negotiate in good faith the renewal of this Agreement ("First Dealing Period"). The parties shall not be obligated to enter into an agreement if they cannot settle on mutually agreeable terms during the First Dealing Period. During the Term, School shall not, and School shall not permit its agents, attorneys, accountants, representatives, or employees to, engage in any discussions or negotiations with any third party for any agreement or arrangement involving, in whole or in part, the same subject matter as in this Agreement, including the sponsorship, promotion, advertisement or endorsement of athletic apparel and footwear products, or providing consulting or similar services with respect to athletic apparel and footwear products ("Third Party Deal").
- 10.2. First Refusal. School shall not enter into an endorsement or similar agreement with a third party without first giving adidas an opportunity to enter into an agreement with School for such rights on the third party terms and conditions, measured solely in terms which are material, measurable, and matchable ("Third Party Terms"). School shall notify adidas of all Third Party Terms it receives for any Third Party Deal. Evidence of such an offer must be on the third party's letterhead and a copy thereof must be supplied to adidas. adidas shall have 30 days from its receipt of the Third Party Terms to match such Third Party Terms.



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If adidas matches the Third Party Terms, then School shall enter into a new agreement with adidas consistent with the Third Party Terms.

1. Covenants.

- 11.1. Confidentiality. Subject to applicable state public records law, the terms of this Agreement are strictly confidential and neither party may disclose the terms hereof to any third party without the prior written consent of the other party. Notwithstanding the foregoing, either party may disclose the terms hereof to such party’s professional, financial, and similar advisors provided such persons are bound by covenants or obligations prohibiting further disclosure and restricting their use of such information to purposes consistent with the provisions of this Agreement.
- 11.2. Compliance with Law. Each party shall comply with all laws, rules and regulations applicable to it in the performance of its obligations under this Agreement.
- 11.3. No Resale. During and after the Term, School agrees to not sell or distribute, or to permit the sale or distribution of, any adidas Products acquired pursuant to this Agreement, provided that School may sell such adidas Products to: (i) affiliates of the School, including on-campus retail outlets that provide services or sales to the School’s teams, athletic facilities, faculty, students and visitors; and (ii) vendors of the School that provide services to the School’s teams or athletic facilities but only to the extent related to vendor’s provision of service to the School. If School decides to sell under (i) or (ii), School will provide notice to adidas and the parties shall discuss the mutual agreed upon terms for such sale. Nothing in this paragraph shall apply to licensed product.
- 11.4. Indemnification. School agrees to indemnify and hold harmless adidas and its agent(s) from any and all claims made by third parties arising from or with respect to (i) School’s intellectual property or artwork created by School or created at the direction of the School, (ii) School’s breach of this Agreement or any applicable law, or (iii) School’s negligence.
- 11.5. Limitation of Liability. ADIDAS WILL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, CONTINGENT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE OR USAGE, COST OF SUBSTITUTE GOODS, ADDITIONAL COSTS INCURRED BY SCHOOL, OR CLAIMS OF THIRD PARTIES. ADIDAS’S TOTAL LIABILITY TO SCHOOL FOR DAMAGE OR LOSS ARISING OUT OF, OR IN ANY WAY RELATED TO, THE SALE OF ADIDAS PRODUCTS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND/OR GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR ANY OTHER CAUSE SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE ADIDAS PRODUCTS TO WHICH SUCH CLAIM RELATES.

2. Notices. Notices required by this Agreement shall be sent to the address listed below or to such other address as the parties may from time to time by notice provide.

If to adidas:

If to School:

adidas America, Inc.
6650 North Basin Avenue, Suite L
Portland, OR 97217

George Mason Patriot Club
4400 University Drive
Fairfax, Virginia 22030



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Attn: Director, U.S. Team Sports

Attn: TBD

With a copy to:

With a copy to:

adidas America, Inc.
6650 North Basin Avenue, Suite L
Portland, OR 97217
Attn: Legal Dept.

George Mason University
4400 University Drive
Fairfax, Virginia 22030
Attn: Director Procurement

Notice is effective when actually received if sent by any means that leaves a hard-copy record in the hands of the recipient. If sent by registered mail, postage prepaid, return receipt requested, notice shall be deemed effective on the date the return receipt shows the notice was accepted, refused, or returned undeliverable.

13. Miscellaneous.

- 13.1. Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.
- 13.2. Choice of Law; Venue; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. The parties hereby agree and consent to the exclusive jurisdiction and venue of any federal or State court located in Multnomah County, Oregon.
- 13.3. Approvals. adidas shall provide School with items for approval. School shall approve or disapprove within five business days. If School does not provide approval or disapproval with the allotted time, then this shall be deemed approval and adidas may proceed with its obligations under this Agreement. If School utilizes a third-party licensing agent or if School utilizes a licensing department within the School administration, School acknowledges and agrees that any approvals given by the School’s athletic director or his/her designee shall be sufficient for all purposes under this Agreement.
- 13.4. Binding Effect. This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.
- 13.5. Assignment. School may not assign, sell or transfer this Agreement or any of its rights, interests or obligations under this Agreement without adidas’s prior written consent.
- 13.6. Construction. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to “Section” or “Sections” without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words “include” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.”
- 13.7. Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its own expenses in connection with the preparation, execution and performance of this Agreement and the transactions contemplated by this Agreement. School shall be solely responsible for the payment



of all taxes or other associated expenses on any compensation or considerations received under this Agreement.

13.8. School/adidas Relationship. Nothing contained in this Agreement shall be construed as establishing an employer/employee, agency, partnership or joint venture relationship between the parties.

13.9. Entire Agreement. This Agreement, together with any exhibits, schedules, and attachments, the Terms and Conditions of the adidas Team Sales catalog in place at the time of each adidas Order and the account or credit application completed in connection with execution of this Agreement (where applicable), and any other documents incorporated into this Agreement by reference, all as amended from time to time, are incorporated into this Agreement by reference, and constitute the entire understanding between the parties with respect to the subject matter hereof and cannot be amended or modified except by an agreement in writing, signed by each of the parties. Where applicable, the order of precedence for resolving a conflict between terms and conditions contained in this Agreement shall be as follows: (i) this Agreement, together with any exhibits, schedules, and attachments; (ii) the Terms and Conditions of the adidas Team Sales catalog in place at the time of an Order; and (iii) the account or credit application. All previous understandings or agreements between the parties related to the subject matter herein shall have no further force and effect.

14. adidas Code of Conduct and Commitment to Compliance. adidas has high standards of compliance, as set out in its Fair Play Code of Conduct (available at www.adidas-group.com/en/investors/corporate-governance/code-of-conduct/ or upon request from fairplay@adidas.com). To demonstrate a similarly high commitment to compliance, School confirms and agrees that: (i) it has implemented measures to comply with all applicable laws and/or regulations, and in particular all laws and/or regulations relating to bribery, corruption, and conflicts of interest; and (ii) in the event School learns of any actions by School, adidas, or any individuals affiliated with either party that, in its reasonable discretion, School determines may constitute a violation or breach of any applicable laws and/or regulations, School shall both disclose such actions to adidas at fairplay@adidas.com and take



reasonably practicable steps to cease, remedy, and/or mitigate them. IN WITNESS WHEREOF, the undersigned individuals hereby certify that they are duly authorized to execute this Agreement on behalf of the parties.

adidas America, Inc.

George Mason University

By:

By:

Name: Jay Larrimer

Name:

Title: Sr. Manager Strategic Partnerships

Title:

Date:

Date:

By:

Name: Taylor Weavil

Title: Director Team Sales

Date:



THE BRAND BEHIND YOUR BRAND



APPENDIX A

Incentive Compensation

Men's Basketball

Achievement	Bonus Amount
Conference Regular Season Champion	\$5,000
*NCAA Post-Season Tournament Appearance	\$5,000
*NCAA Post-Season Tournament Sweet 16 Appearance	\$25,000
*NCAA Post-Season Tournament Final Four Appearance	\$50,000
*NCAA Post-Season Tournament National Champion	\$100,000
Conference Coach of the Year	\$2,500
National Coach of the Year (awarded by the AP Poll)	\$15,000

Women's Basketball

Achievement	Bonus Amount
Conference Regular Season Champion	\$5,000
*NCAA Post-Season Tournament Appearance	\$5,000
*NCAA Post-Season Tournament Sweet 16 Appearance	\$25,000
*NCAA Post-Season Tournament Final Four Appearance	\$50,000
*NCAA Post-Season Tournament National Champion	\$100,000
Conference Coach of the Year	\$2,500
National Coach of the Year (awarded by the AP Poll)	\$15,000

Baseball & Softball

Achievement	Bonus Amount
*NCAA Post-Season Tournament Regional Appearance	\$5,000
*NCAA Post-Season Tournament Super Regional Appearance	\$10,000
*NCAA Post-Season Tournament College World Series Appearance	\$15,000
*NCAA Post-Season Tournament College World Series Champion	\$25,000
Conference Coach of the Year	\$2,500
National Coach of the Year (awarded by the AP Poll)	\$10,000



THE BRAND BEHIND YOUR BRAND



Women's Court Volleyball

Achievement	Bonus Amount
NCAA Regular Season Conference Champion	\$5,000
*NCAA Post-Season Tournament Appearance	\$5,000
*NCAA Post-Season Tournament Sweet 16 Appearance	\$7,500
*NCAA Post-Season Tournament Final 4 Appearance	\$10,000
*NCAA Post-Season Tournament National Champion	\$15,000
Conference Coach of the Year	\$2,500
National Coach of the Year (awarded by the AP Poll)	\$7,500

All Other Team Sports

Achievement	Bonus Amount
*NCAA Post-Season Tournament Appearance	\$5,000
*NCAA Post-Season Tournament National Champion	\$10,000
Conference Coach of the Year	\$2,500
National Coach of the Year (awarded by the AP Poll)	\$7,500

Incentive compensation for achievements marked with an asterisk earned by each Team each School Year is noncumulative (i.e., for each Team, School shall only be provided Bonus Promotional Merchandise for the highest goal achieved by the Team and/or coach that School Year). Bonus Promotional Merchandise must be used either during the School Year during which it is awarded or within 60 days after the date it is awarded, whichever is later. adidas shall make earned Incentive compensation available to School within a reasonable time after receiving notice from School that the applicable goal or goals have been achieved, but not until after October 1 during any School Year.

APPENDIX B

Marketing Benefits

1. Official Outfitter and Provider. During the Term, in all media and methods of communication listed below, School shall identify adidas as the School's exclusive athletic footwear, apparel, and accessory brand permitted to advertise its products. School shall use its best efforts to refer to adidas as the "Official Outfitter of School Athletics" and the "Official Outfitter" of the Teams, and grants to adidas the exclusive right to such designations (the "Official Designations").



THE BRAND BEHIND YOUR BRAND



2. Marketing Materials. adidas shall be recognized by the Official Designations on any website, in any publication, and in any advertisements or promotional materials controlled by the Athletic Association that relate to the Teams including, but not limited to posters, calendars, newsletters, and step and repeat backdrops. Without limiting the foregoing, above the fold, University shall place the adidas logo on each Team's home page and a hypertext link from such home page to the adidas website.
3. Signage. adidas shall receive two (2) best available, television view signage at all venues where the Teams play their home games, and shall receive one (1) prominent television view logo on any Coaches' shows. Additionally, adidas shall receive logo placements on each Team's media step and repeat backdrops. adidas shall receive minimum of four (4) minutes of LED, video boards, LED ribbons and rotational boards, in venues where the Teams play their home games. [adidas shall receive a minimum of two (2) of the following on-court assets on any home court the Basketball Teams complete: (i) Team Bench Aprons, (ii) Baseline Apron corners, (iii) Basketball Stanchions, (iv) On Court Diagonal or (v) another mutually agreed upon on-court sponsorship location.] adidas shall receive co-branding opportunities on any student group sectional signage. School shall use best efforts to use adidas for all marketing and student section product. adidas shall receive logo placements in each Team's locker rooms, practice facility, sports medicine facility, equipment room, strength & conditioning, and in other related locations. School shall be responsible for the creation, installation and maintenance costs associate with such signage, but may receive design or other assistance from adidas, at adidas's discretion.
4. Announcements and Other Advertisements. If the venue where the Teams play their home games has such capability, adidas shall be recognized by the Official Designations in at least two (2) public address announcements during each home game of each Team. Further, adidas shall receive: (i) one (1) full page advertisement in the media guide for the Teams; (ii) one (1) full page color advertisement in each game program for the Teams; (iii) logo placement in each Team's camp brochures; and (iv) logo placement on each Team's schedule card. The content of such advertisements shall be mutually agreed upon by the parties in advance.
5. Social Media. School shall positively promote its relationship with adidas, the adidas brand, and the adidas Products in a minimum of four (4) social media posts each School Year, through social media channels controlled by the Department of Athletics. The content of such posts may be provided by adidas, with acceptance and use by School not to be unreasonably delayed or withheld.
6. Mailing List. If requested by adidas, School's athletic department shall make four (4) electronic mailings or e-blasts each School Year (one (1) mailing per quarter) on behalf of adidas to the athletics mailing list, with the understanding that the content of such mailings shall be mutually agreed upon by School and adidas.
7. Appearances. Schedule permitting, Head Coaches will make (1) adidas-sponsored appearance per year. Written notice will be provided to Head Coach (30) days in advance. Head Coaches will make (1) adidas-sponsored Online/Social Network appearance per year. Written notice will be provided to Head Coach (14) days in advance.
8. Hospitality, Tickets & Parking Passes. School shall supply adidas with eight (8) best available tickets and two (2) parking passes to each Team's regular season home games. Further, School shall supply adidas with six (6) best available ticket books to any exhibition game, neutral site, exempt event and post-regular season tournament in which a Team participates, as well as one (1) parking pass to such game. In addition, School shall provide adidas with the opportunity to purchase additional tickets and parking passes upon request and subject to availability. School shall supply adidas with two (2) passes to each alumni, donor or other similar function at each Team's regular season home games. Further, School shall supply adidas with one (1) All-Access credential to each

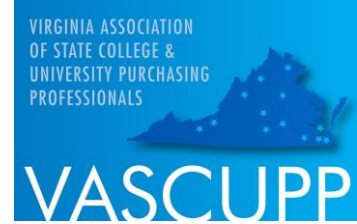


Team's regular season and post-season games, and shall use best efforts to provide additional credentials when requested by adidas, not to exceed four (4) per game.

9. Use. adidas reserves the right to approve all uses of its logos and name. adidas also reserves the right to change or update its branding during the Term.



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-SS0101-24**

ISSUE DATE: January 10, 2024

TITLE: Athletic Apparel, Supplies, and Equipment

PRIMARY PROCUREMENT OFFICER: Sara Siddall, Strategic Sourcing Manager

SECONDARY PROCUREMENT OFFICER: James F. Russell, Director

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason’s Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on May 3, 2024. **All questions must be submitted through Mason’s Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire’s help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason’s Bonfire portal and by 5:00 PM ET on May 17, 2024.

PROPOSAL DUE DATE AND TIME: June 12, 2024 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XII.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/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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I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with one vendor to be the official provider of athletic apparel and footwear, equipment, product George Mason University. George Mason University (herein after referred to as “Mason,” or “University”) is a public institution of higher education 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.

As a public institution of higher education in Virginia Mason cannot agree to any of the following terms in any documents:

- A. An express or implied waiver of sovereign immunity.
- B. An agreement to indemnify, defend or hold harmless any entity.
- C. An agreement to maintain insurance.
- D. An agreement providing for binding arbitration.
- E. An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages.
- F. Waiver of jury trial.
- G. Choice of law or venue other than the Commonwealth of Virginia.

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, 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. BACKGROUND

Mason Athletics serves 500 student-athletes in 22 NCAA Division I sports. We are a proud member of the Atlantic 10 Conference with 17 Conference Championships, NCAA Championships in Women's Soccer and Men's Indoor Track, an NCAA Final Four appearance with Men's Basketball, and over 30 individual National Champions. We are student-focused, education-centered, and committed to providing transformational experiences for our student-athletes and staff. We host over 200,000 fans annually at athletic competitions and events at our Fairfax campus. Our three priorities are to educate, compete, and engage.

Educate: Prioritize academic achievement and recruit student-athletes who can be successful academically, strengthen ICA's commitment to diversity and inclusion, and provide consistent education for coaches and sport administrators.

Compete: Position teams to consistently compete for conference success and recruit student-athletes who possess the ability to excel athletically from a conference and national perspective.

Engage: Prioritize the experience and personal well-being of student-athletes, develop and renovate athletics facilities, generate resources necessary to support the student-athlete experience, and foster and inspire partnerships within the department, University, and the community.

X. PERIOD OF PERFORMANCE:

Five (5) years from date of award with two (2) one (1) year renewal options, or as negotiated.

XI. STATEMENT OF NEEDS:

A. GENERAL:

1. Mason intends to consolidate its apparel purchasing power under one manufacturer with the expectation that this will allow it to buy directly from the manufacturer without going through a dealer/distributor and incurring their mark-up;

receive promotional apparel and incentives for coaches and athletic staff; and enhance recruiting and marketing through association with a high-profile manufacturer.

2. While the intent is to incorporate all of Mason's 22 intercollegiate programs competing within NCAA Division I under a single "official" apparel company, Mason reserves the right to use other apparel and equipment suppliers, including any 'items' not handled by the selected Offeror.

B. SPECIFIC:

1. Items Sought: Items sought include, but are not limited to, game and practice jerseys, pants, practice shirts, headwear, shorts, wind suits, travel gear, warm-up gear, travel bags, socks, sports bras, footwear, camp apparel, and school issued coaches' apparel. Equipment including but not limited to, balls, bats, protective equipment, and other hard goods.
2. Programs to be Outfitted and Supported: All, with the ability for other departments to order for their employee apparel needs.
3. Endorsement Rights: Offeror shall provide a narrative summary that details how their proposed program handles, as applicable, Endorsement Rights, to include:
 - a. Designation as the official supplier and sponsor of products the named Intercollegiate Athletic programs;
 - b. Rights to utilize University Endorsement, Coach Endorsements and/or Designations worldwide, in any media (now known or hereafter created) including, but not limited to, the worldwide web, CD-ROM and other interactive and multi-media technologies, in connection with the manufacture, advertising, marketing, promotion and sale of proposed Products and in the creation and production of Offeror's sports-themed games and programming. Such rights shall specifically include, but shall not be limited to, the following:
 1. The right to supply Products for the Intercollegiate Athletic Program(s), and to use the Designations;
 2. The right to use game photographs ("Game Photos"), videotape and/or film footage ("Game Footage") the Intercollegiate Athletic Program(s), subject to applicable NCAA rules and regulations with respect to the depiction of eligible athletes.
 3. Advertising & Product Approvals: Offeror shall provide a narrative summary that details proposed plan, as applicable, to use the University Endorsement in any consumer advertising or promotion.
 4. Design and Marketing: Offeror shall provide a narrative summary that details how Offeror's market presence, expertise and innovation in the design of performance apparel and products and sports marketing will benefit the University and its brand.
 5. Promotional Appearance: Offeror shall provide a narrative summary that details proposed plan, as applicable that addresses 'promotional appearance' commitments by University Head Coaches. Offeror will use their connections to provide a "promotional appearance" by one of their sponsored athletes at University Events.
4. Annual Supply Obligations: Offeror shall provide a narrative summary that details the how and when the various apparel, footwear, equipment, products and/or other monetary compensation will be provided to the University, to include type of compensation, how compensation may be applied to acquisitions, whether compensation provide in terms of product support is off MSRP, retail or wholesale costs, order by dates for each covered program, anticipated delivery dates for each covered program, etc.
5. Ordering Procedures: Offeror shall provide a narrative summary that details how the University's Athletic Department will place orders for the respective covered programs, and shall include any information on available "technology" to ensure efficient and expedient order-to-delivery processes.
6. Billing Procedures: Offer shall provide a narrative summary of how the University will be billed and by whom. Please list all subsidiaries, and or licensees that the university would be invoiced from.
7. Retail Sales: Offeror shall provide a narrative summary that details the timeline associated with processing retail orders for the campus bookstore with a focus on delivery and replenishing product throughout the selling season. It should also speak to its ability to source Mason branded products to national retail stores (ie. Dicks Sporting Goods,

Amazon, Fanatics, Walmart). Additionally, it should address its ability and process, timelines associated with responding to hot markets. Lastly, Offeror should address its process associated with providing official team jerseys in retail as well as speak to its general quality of merchandise to be sold in retail.

C. REQUIREMENTS:

1. Service Agreement: All sales and service will be a DIRECT relationship between George Mason University and the successful vendor.
2. Licensing: George Mason University enjoys a contractual registration and licensing relationship with CLC. It is a requirement of all contractors providing goods and/or merchandise bearing the trademarks/names or logos of George Mason University to be currently licensed through CLC. Please note the registration and licensing fee is the sole responsibility of the contractor at no charge to the University. The licensee requirements include, but may not be limited to, reporting and payment of royalties, submitting ALL artwork electronically through Brand Manager 360 for approval (including team uniforms, promotional products and giveaways), maintaining product liability insurance, compliance with labor code standards, and affiliation with the Fair Labor Association. A copy of the Use of the University's Trademark Policy is available for review here: <http://universitypolicy.gmu.edu/policies/use-of-the-universitys-trademarks/>. The successful Offeror shall provide the University Licensing Director with contact information of its Licensing Director.
3. Product Sourcing: The successful Offeror shall be an authorized reseller of the athletic apparel and equipment being offered. The successful Offeror shall not ship substitute items without advance approval from authorized GMU personnel and shall be requested and submitted in writing solely to the Contract Administrator.

XII. 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: ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA, OR IN PERSON. Mason will only accept electronic proposal submissions via Bonfire for this Request for Proposals.

The following shall apply:

- a. You must register with Bonfire and submit your proposal, and it must be received prior to the submission deadline, by submitting through the online Bonfire portal at <https://gmu.bonfirehub.com>.
- b. The Offeror must ensure the proposals are uploaded and submitted through Bonfire 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 Bonfire's submission portal. Mason recommends you submit your proposal the day prior to the due date.**
- c. Submissions by other methods will not be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.
- d. Respondents should contact Bonfire at support@gobonfire.com for technical questions related to submission or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.

- e. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
- f. All solicitation schedules are subject to change.
- g. Go to Bonfire and Mason's Purchasing website for all updates and schedule changes. <https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>
- h. All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message Offerors that have interacted with this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP notifications has submitted the Offerors proposal in Bonfire.

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 as required in Bonfire. (See section XVI.)
 - d. Return signed cover page and all addenda, if any, signed and completed as required.
2. Return Attachment A - Vendor Data Sheet
3. References: No fewer than three (3) that demonstrates the Offeror's qualifications preferably other comparable higher education institutions your firm is/has provided equipment/management services which are similar in size and scope to that which has been described herein.
4. Qualifications and Experience:
 - a. Describe your qualifications to provide the goods/services desired.
5. Describe in detail your approach to each of the following items and include all associated costs:
 - a. Pricing: All pricing should be based on a discount off of wholesale (team) pricing with supporting documentation. Please list percentage off retail price by product line.
 - b. Product Allotments: Include within your response product allotments being offered to Mason by sport and/or general program. The product allowance should be valued at Wholesale pricing. Cost of shipping products should have the option of being charged against the University's product allowance.
 - c. Athletic Performance Incentives: Include within your response, any cash and or merchandise performance incentives being offered. These may include winning conference championships, making post-season tournaments, and/or any special individual/team awards.
 - d. Catalog: Provide complete catalog, style guide and/or link to electronic catalog of all available athletic apparel and equipment being offered. Access to real time inventory including pricing with ability to order online is preferred.
 - e. Uniform Replacement Clause: If the selected athletic apparel and footwear company is not the current supplier to Mason, then supplier must provide a mutually agreed upon one-time allotment to offset the replacement cost of any current uniforms.
 - f. Experience: Describe experience in working with users of this type of contract to determine needs and provide athletic apparel and equipment. Include timeline for ordering and method for collaboration for the term of the resulting contract.
 - g. Communication: Describe in detail communication plan with George Mason University, specifically the method in which the University will stay informed of the status of pending orders. List all contact information for ordering, invoicing, licensing, customer service, etc. Provide sample quote and invoice.
 - h. Timeframe: Describe timeframe for providing adequate sample items, material, or color swatches. Ability to obtain size run before ordering is preferred.
 - i. Delivery: Describe delivery options and policies, including in-stock, rush, and manufacturer order for the athletic apparel and equipment being offered. All orders shall be FOB destination. Include information regarding delivery costs and/or free delivery.
 - j. Turnaround: Specify turnaround time for delivery (standard, rush, etc.) of the athletic apparel and equipment being offered including custom uniforms.
 - k. Stock and Returns: Describe ability to maintain sufficient stock in George Mason University colors for

timely delivery. Include ability to provide replacement apparel and equipment within competition time restraints. Ability to exchange same day is preferred. Describe return policy and associated costs. Describe the process for replacement of defective, broken, or damaged athletic apparel and equipment.

- l. Describe available warranties and quality control process.
 - m. Silk Screen/Embroidery: Describe embroidery, screen-printing, heat transfer, and sublimation services and all associated costs. Pricing should include discount pricing on bulk orders.
 - n. Identify any other goods or services being offered to George Mason University and any associated costs.
 - o. Transition Plan: Describe how you would create a transition plan for a period of not less than 2 years in which existing inventories of outside manufacturer’s equipment, apparel and footwear would be utilized and how such would affect this contract.
 - p. Describe any Signing Bonus to be provided to the University.
 - q. Engagement: Describe additional areas of expertise staff would have access to including but not limited to: guest speakers, branding, and creative content.
 - r. Breadth of Coverage: Describe ability to use official NCAA equipment in lieu of vendor equipment as well as an athlete’s ability to wear footwear and other items other than selected vendor.
 - s. Sponsorship Opportunities: As part of this Request for Proposal, the University is offering a unique opportunity for the successful bidder to enter into a corporate sponsorship. All bidders are encouraged to become “The Official Apparel Supplier of Mason Athletics.” Mason Intercollegiate Athletics would work with the selected bidder to put together a partnership that will offer the best return on investment utilizing sponsorship opportunities such as signage (digital and static), promotions, website advertising, tickets, and designation rights. Please describe sponsorship structure and marketing activation investments.
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.

XIII. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

A. INITIAL EVALUATION CRITERIA:

Proposals shall be initially evaluated and ranked using the following criteria:

<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1. Price and Incentives	50
2. Qualifications & Experience	20
3. Breadth of Team Coverage	20
4. Offeror is a Small, Women-Owned and Minority (SWaM) Business at time of proposal submission	10
Total	100 points

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.*).

XIV. 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.

XV. 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.

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 10th 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 20th 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

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.

XVI. SOLICITATION TERMS AND CONDITIONS:

- A. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.
- B. 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).

- C. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that they have fully complied with the Virginia Conflict of Interest Act; furthermore, certifying that they are not currently an employee of the Commonwealth of Virginia.
- D. DEBARMENT STATUS: By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- F. LATE PROPOSALS: To be considered for selection, proposals must be received in Mason's Bonfire Portal by the designated date and hour. The official time used in the receipt of proposals is the proposal due date and hour in Mason's Bonfire Portal. Proposals submitted after the due date and time has expired will not be accepted nor considered. Mason is not responsible for any delays related to Bonfire's website or vendor registration process. It is the responsibility of the offeror to ensure that their proposal is submitted by the designated date and hour.
- G. MANDATORY USE OF MASON FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- H. OBLIGATION OF OFFEROR: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are 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 the resulting contact because of any misunderstanding or lack of information.
- I. QUALIFICATIONS OF OFFERORS: Mason may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to Mason all such information and data for this purpose as may be requested. Mason reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Mason further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Mason that such offeror is properly qualified to carry out the obligations of the resulting contract and to provide the services and/or furnish the goods contemplated therein.
- J. 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.
- K. TESTING AND INSPECTION: Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

XVII. RFP SCHEDULE (Subject to Change):

- Issue in eVA and Bonfire: 1/10/24
- Vendors submit questions by: 5/3/24 by 4:00 PM ET

- Post Question Responses: 5/17/24 by 5:00 PM ET
- Proposals Due: 6/12/24 @ 2:00 PM ET
- Proposals to Committee: 6/14/24
- Review and Score Proposals: 6/17/24 – 6/28/24
- Scores to Purchasing: 7/1/24
- Oral presentations (if necessary): 7/8/24 – 7/9/24
- Negotiations/BAFO: Start week of 7/15/24
- Award: 8/16/24
- Contract Start Date: 7/1/25

The contract will be awarded approximately in August 2024, but will not start until July 2025 to accommodate the booking order cycle with the selected vendor in November 2024, which will not be shipped and delivered to Mason until after that start of the new contract in July 2025.

ATTACHMENT A - VENDOR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATION OF OFFEROR: The Offeror certifies that they have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. YEARS IN BUSINESS: Indicate the length of time in business providing this type of service:

Type of Business: _____ . _____ Years _____ Months

3. BUSINESS STATUS:

A. Type of organization (circle one):

Individual Sole Proprietor	Partnership Government	Corporation Other (explain)
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B. Category (circle one):

Manufacturer/Producer Service Establishment Other (explain)	Mfg. 's Agent Distributor	Retailer Wholesaler
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C. Status (circle one):

1. (MB) MINORITY OWNED. Defined as actively managed and at least 51% owned by an American Citizen of one of the following ethnic backgrounds; Native American, Black, Hispanic, Asian or Asian Pacific.
2. (WB) WOMAN OWNED. Defined as actively managed and at least 51% owned by a woman or group of women.
3. (SB) SMALL BUSINESS: Defined by the US Small Business Administration as independently owned and operated, with annual revenues less than \$5M (services) or less than 500 employees (manufacturing). May include non-profit or publicly owned business entities.

I certify the accuracy of this information.

Signed: _____

Title: _____

Printed Name: _____

Date: _____

**ATTACHMENT B - 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 (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 this proposed participation 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 C – SAMPLE CONTRACT

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 _____, 2023 (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. The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.
- 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. Negotiation Responses dated XXXXX (attached);
 - C. RFP No. GMU-XXXX-XX, in its entirety (attached);
 - D. Contractor’s proposal dated XXXXXX (attached).
- 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 [University 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. 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.
 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 Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The Contractor 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 their decision to the Contractor within 60 days after receipt of the claim.
 4. The Contractor 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), 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.
- 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. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
 - 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, 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. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.
- FF. 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.
- GG. 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.
- HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- II. RENEWAL OF CONTRACT: This Contract may be renewed by 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 "other goods and 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 or 2%, whichever is lower.
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 "other goods and 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, or 2%, whichever is lower.

JJ. 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/>."

KK. 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.

LL. 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.

MM. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.

NN. 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.

OO. 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/>.

PP. 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.

QQ. 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. Mason reserves the right in its sole discretion to perform audits of Contactor, 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.

RR. 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.

SS. 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.

TT. 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: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____