GEORGE MASON UNIVERSITY

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

STANDARD CONTRACT
GMU- GL0202-26

This Contract entered on this 17th day of July 2026 (Effective Date) by ComplianceLine, LLC dba Ethico hereinafter called "Contractor" (located at 8615 Cliff Cameron Dr. Ste 290 Charlotte, NC 28269) and George Mason University hereinafter called "George Mason," "Mason," or "University".

I. **WITNESSETH** that the Contractor and George Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:

II. **SCOPE OF CONTRACT:** The Contractor shall provide a SaaS-based, anonymous 24/7 reporting platform for George Mason University that allows individuals to report potential ethical misconduct, compliance concerns, and seek ethics guidance, as outlined in the Contract documents.

III. **PERIOD OF CONTRACT:** Five year from the Effective Date with five (5) successive one-year renewal options upon mutual written agreement of the Parties.

IV. **PRICE SCHEDULE:** The pricing specified in this section represents the complete list of charges from the Contractor. George Mason shall not be liable for any additional charges.

Contract Year	Term Start	Annual Subscription Fee	Employee Population	Annual Utilization Limit	MCR Languages
1	2026-2027	$18,780.00	6000	Unlimited	Included
2	2027-2028	$18,780.00	6000	Unlimited	Included
3	2028-2029	$18,780.00	6000	Unlimited	Included
4	2029-2030	$18,780.00	6000	Unlimited	Included
5	2030-2031	$18,780.00	6000	Unlimited	Included

Additional Fees (Optional)			
Product	**Price**	**Quantity**	**Total**
Additional Webform Languages	$200.00	1	$200.00
High-severity phone notifications for MCR	$50.00/Report	1	$50.00
EcoBot installation on additional webpages	$10.00/Year	1	$10.00
Professional Services	$100.00/Hour	10	$1,000.00

Note: Implementation fee waived per negotiation responses dated May 01, 2026

V. **CONTRACT ADMINISTRATION: Vin Lacovara** 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 George Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

VI. **METHOD OF PAYMENT:** Paymode-X, Net30. Contractor shall submit invoices directly to acctpay@gmu.edu with a copy to the Contract Administrator. Invoices will be paid Net 30 after goods received, services rendered, or receipt in George Mason's Accounts Payable email box, acctpay@gmu.edu, whichever is later. Invoices must reference a Purchase Order number to be considered valid.

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

A. This signed Contract;
B. Data Security Addendum (attached);
C. Ethico Exhibit A-Order Form
D. Negotiation Responses dated May 1, 2026 (attached);
E. RFP No. GMU- GMU-GL0203-26, in its entirety (attached);
F. Contractor's proposal dated March 2, 2026 (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: 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, this 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 the award is made to 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 during the contract period and for five (5) years after final payment. George 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 the University 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: Prior to any of Contractors employees, agents, or subcontractors (collectively "Personnel") performing services on any George Mason campus, Contractor shall, at its sole expense, obtain comprehensive background checks on all Personnel. Such background checks shall include, at minimum: a review of the Personnel's records to include social security number search, local and federal criminal records (any misdemeanor convictions and/or felony convictions), the Sex Offender Registry, and the SanctionsBase+ Search or equivalent. In addition, for sensitive financial work or when operating a motor vehicle in the performance of duties for George Mason, the background investigation shall include a credit report or motor vehicle check, respectively. Contractor warrants that all such Personnel have successfully passed these background checks and are qualified to perform the contracted services. Contractor shall maintain records of all background checks and make them available to George Mason upon request. George Mason reserves the right to deny access to its premises to any Personnel based on the results of these background checks or for any other reason at George Mason's sole discretion. Contractor shall immediately remove any Personnel from George Mason's premises upon George Mason's request. Signature on this Contract confirms your compliance with this requirement.

I. CANCELLATION OF CONTRACT: George Mason reserves the right to cancel this Contract, in part or in whole, subject to Contractor's right to receive payment for all Services performed and all non-cancellable fees expressly authorized under the Contract prior to the effective date of termination, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from George Mason, George 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, excluding any non-cancellable fees expressly authorized under the Contract prior to the effective date of termination, to George 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. George 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 George 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 George 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 Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present George Mason with all vouchers and records of expenses incurred and savings realized. George 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 George Mason within thirty (30) days from the date of receipt of the written order from George 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 George Mason or with the performance of this Contract generally.

K. <u>CLAIMS</u>: 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
Purch1@gmu.edu

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. <u>COLLECTION AND ATTORNEY'S FEES</u>: The Contractor shall pay to George 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. George Mason is prohibited from agreeing to pay other parties' collection fees or attorney's fees and shall not pay Contractor's attorney's fees unless they are awarded against George Mason by a court of competent jurisdiction in the Commonwealth of Virginia.

M. <u>COMPLIANCE</u>: All goods and services provided to George 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), Virginia State Corporation Commission (SCC) registration, and Federal Export Administration

Regulations. Any Contractor personnel visiting George Mason facilities will comply with all applicable George Mason policies regarding access to, use of, and conduct within such facilities. George 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 agreement, during and following the term of this Contract, and will not be divulged without the individual's and George Mason's written consent and only in accordance with federal law or the Code of Virginia.

O. CONFLICT OF INTEREST: Contractor represents to George Mason that its entering into this Contract with George 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 George Mason and must be continued without interruption and that, upon contract expiration, a successor, either George 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 George 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 Contract terms and conditions, George 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 George 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 George Mason (by sending an email to export@gmu.edu), and

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

   The notification provided by the Contractor must include the name of the George 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 George Mason of any Munitions Item, it will reimburse George 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 George 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 George Mason point of contact to: export@gmu.edu .

V. FORCE MAJEURE: George 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 George 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 George Mason that such cause has occurred, Contractor agrees to directly refund all payments to George Mason, for services not yet performed, including any pre-paid deposits within 14 days.

W. FUTURE GOODS AND SERVICES: George Mason reserves the right to have Contractor provide additional goods and/or services that may be required by George 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 George 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: Subject to the limitations of liability set forth in this Contract, Contractor agrees to indemnify, defend and hold harmless George Mason University, 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, to the extent arising from Contractor's negligence, willful misconduct, or breach of this Contract in connection with any materials, goods, equipment, or services furnished by the Contractor, provided that such liability is not attributable to the sole negligence of George Mason or to the failure of George 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 George 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 George Mason, but is engaged as an independent contractor. Nothing in this Contract is intended to, nor shall it create or be deemed to create any partnership, joint venture, franchise, agency or other legal association between the parties. The parties are independent contractors, and any references to a relationship other than that of independent contractors shall be of no force or effect. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, George 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 George Mason or to otherwise act on behalf of George Mason, except as George Mason may expressly authorize in writing.

AA. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at George Mason. George 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 George Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George 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) 2.1 AA. 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 George 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 George Mason University shall be named as an additional insured. By requiring such minimum insurance, George 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 one million dollars ($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 one million dollars ($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. LIMITATION OF LIABILITY: To the maximum extent permitted by law, in no event shall either party be liable to the other party or any third party, whether under theory of contract, tort, or otherwise, for any indirect, incidental, consequential, special, exemplary, or punitive damages, including lost profits, lost revenue, loss of business opportunity, or loss of data, whether foreseeable or not, and whether or not such part was advised of the possibility of such damages. To the extent permitted by law, each party's aggregate liability arising out of or related to this contract shall not exceed two (2) times the total fees paid or payable under this contract during the twelve (12) months immediately preceding the event, giving rise to the claim. The foregoing shall not apply to a party's gross negligence, willful misconduct, fraud, or deliberate violation of the other party's intellectual property rights.

Not withstanding the aforementioned Contractor's liability shall not be limited in instances where Contractor's negligence leads to property damage, personal injury or loss of life or in instances where Contractor's negligence leads to a data breach and loss of Subscriber's sensitive data.

DD. 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 George Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by

Contractor (or its subcontractors) for George Mason will not be disclosed to any other person or entity without the written permission of George Mason.

Work Made for Hire. Contractor warrants to George Mason that George Mason will own all rights, title and interest in any custom deliverables specifically created by Contractor exclusively for George Mason under this 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 intellectual property rights in such custom deliverables specifically created by Contractor exclusively for George Mason under this Contract and will execute any future assignments or other documents needed for George Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, Contractor retains all rights, title, and interest in and to any pre-existing intellectual property, tools, software, methodologies, and know-how ("Background IP"). To the extent any Background IP is incorporated into the deliverables, Contractor hereby grants George Mason a perpetual, non-exclusive, royalty-free license to use such Background IP as part of the deliverables. 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 George Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

EE. 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).

FF. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit George Mason from acquiring the same or similar goods and/or services from other entities or sources.

GG. NON-SOLICITATION / NON-COMPETE**:** George Mason University, as a state agency of the Commonwealth of Virginia, shall not be subject to or bound by any non-solicitation or non-compete provisions. All University positions are publicly posted, and contractor employees may freely apply for, be considered for, and accept employment with the University without restriction. Any provision to the contrary shall be deemed null, void, and unenforceable.

HH. PAYMENT TO SUBCONTRACTORS: Contractor shall take the following actions upon receiving payment from George Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from George Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify George 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 non-payment. The Contractor shall collect the appropriate Tax Identification Number (Either SSN# or EIN#) based on the entity type of the subcontractor. The Contractor shall 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 George Mason for work performed by the subcontractor under that contract, except for amounts withheld as allowed by prior notification. Unless otherwise provided under the terms of this Contract, interest shall accrue to subcontractors at the rate of one percent per month. The Contractor shall 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. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of George Mason. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

II. PUBLICATION OF CONTRACT DOCUMENTS: It is a statutory requirement for George Mason to utilize eVA (electronic Virginia), the Commonwealth of Virginia's agency-wide procurement online system. This Contract and related documents, including but not limited to purchase orders, invoices, proposals, scopes of work and pricing data are subject to publication and shall not be treated as confidential or require notification to any party prior to disclosure.

JJ. PUBLICITY: Contractor shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the University or its employees except on the specific written authorization in advance by the University. The University must receive all requests for authorization in writing no later than ten (10) days in advance of the use date.

KK. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, George Mason may terminate this Contract without prior notice.

LL. RENEWAL OF CONTRACT: This Contract may be renewed by George Mason for six (6) 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 additional five (5) successive one-year period, the Contract price(s) for the additional Five (5) oneyear period shall not exceed the lesser of 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.

MM. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any George 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 George 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/."

NN. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify George Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with George Mason regarding its response; iii) cooperate with George Mason's reasonable requests in connection with efforts by George Mason to intervene and quash or modify the legal order, demand or request; and iv) upon George Mason's request, provide George Mason with a copy of its response.

If George 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, George Mason will promptly provide a copy to Contractor. Contractor will promptly supply George Mason with copies of data required for George Mason to respond, and will cooperate with George Mason's reasonable requests in connection with its response.

OO. 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.

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

QQ. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from George Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish George 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.

RR. SWaM CERTIFICATION: Upon contract execution, Contractor, if eligible, 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 this Contract and shall submit all required renewal documentation at least 60 days prior to existing SWaM expiration at https://www.sbsd.virginia.gov/.

SS. TARIFF & DUTY FEES: In the event that any new tariffs, import duties, taxes, or other government-imposed fees or restrictions are enacted or increased after the Effective Date of this Contract, and such impositions materially impact the Contractor's cost of goods, materials, or services required to fulfill its obligations under this Contract, the Contractor may be entitled to an equitable adjustment in the contract price. The Contractor must provide written notice and reasonable documentation supporting the increase in costs due to such governmental actions. The documentation should demonstrate: (i) the unit price paid by Contractor as of the date of contract award or date of Purchase Order issuance (whichever comes earlier) for the good or raw material used to furnish the goods to the University under this

Contract; (ii) the applicability of the tariff to the specific good or raw material being impacted; (iii) Contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material); and (iv) the additional charges to the University reflect a simple pass-through expense with no markup. The evidence submitted shall be sufficient in detail and content to allow the University to verify that the tariff is the cause of the price change. The University, in its sole judgement, will determine whether to accept and pay for such additional charges.

TT. UNIVERSITY DATA: University Data includes all George Mason owned, controlled, or collected PII and any other information that is not intentionally made available by George 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 George 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 George Mason.

2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from George 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 George 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 George 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 George 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 George 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.

UU. UNIVERSITY DATA SECURITY: Data security is of paramount concern to George 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 George Mason, fully investigate the incident, and

cooperate fully with George 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 George Mason.

2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. George Mason reserves the right to determine whether the University Data involved in this contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to George Mason; and (8) confidential student or employee information.

3. Upon reasonable prior written notice and no more than once annually, George Mason reserves the right to perform audits of Contractor, at George 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 George 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.

VV. UNIVERSITY DATA UPON REQUEST, TERMINATION OR EXPIRATION: Upon request, termination or expiration of the Contract, Contractor will ensure that all University Data are securely provided, returned or destroyed as directed by George Mason in its sole discretion within 180 days of the request being made. Transfer to George Mason or a third party designated by George Mason shall occur within a reasonable period of time, and without significant interruption in service. University Data must be provided in the requested format. If it is unreasonable to provide University Data in the requested format, Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of George Mason or its transferee, and to the extent technologically feasible, that George Mason will have reasonable access to University Data during the provision of the data or transition. In the event that George 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 George Mason access to Contractor's facilities to remove and destroy George 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 George 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 George Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on George Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

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

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

ComplianceLine, LLC dba Ethico	**George Mason University**
Signed by: Nick Gallo 84FC0607FEB3458...	DocuSigned by: Katherine Sirotin 62D7DDC944C0436...
Signature	Signature
Name: Nick Gallo	Name: Katherine Sirotin
Title: Co-CEO	Title: Director, Major Purchases and Contracts
Date: 7/21/2026	Date: 7/20/2026

Data Security Addendum for inclusion in GMU-GL0203-26 with ComplianceLine, LLC dba Ethico
George Mason University (the "University")

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

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

1. **Definitions**
   Terms used herein shall have the same definition as stated in the Contract. Additionally, the following definitions shall apply to this Addendum.
   a. **"Personally Identifiable Information ("PII")"** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
   b. **"University Data"** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
   c. **"Protected Data" means** data identified by University to Selected Firm/Vendor as Protected Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information. 'Protected Data' includes both Highly Sensitive and Restricted categories of data as defined in the University Policy 1114 Data Stewardship.
   d. **"Securely Destroy"** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
   e. **"Security Breach"** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
   f. **"Services"** means any goods or services acquired by the University from the Selected Firm/Vendor.
2. **Data Security**
   a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by the University.

   b. If Selected Firm/Vendor's use of Protected Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

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

4. **Insurance**
   a. In addition to the insurance requirements outlined in the Contract, Selected Firm/Vendor agrees to maintain Cyber Liability Insurance in an amount not less than $2,000,000 per incident, for the entire term of the Contract. The Commonwealth of Virginia and the University shall be named as an additional insured.

5. **Security Breach**
   a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor, to the extent caused by Selected Firm/Vendor's negligence, willful misconduct, or breach of this Addendum, will reimburse the University for reasonably documented costs incurred by the University in investigation and remediation of any Security Breach of Protected Data, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

6. **Audits**
   a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: i) security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls; ii) vulnerability scan, performed by industry-standard and up-to-date scanning technology, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
   b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
   c. Selected Firm/Vendor must provide the University with its current industry standard independent third-party certification/attestation such as Service Organization Control (SOC) 2 Type II audit report, ISO27001/2 or equivalent, and provide a list of all subservice provider(s) relevant to the contract. The University shall have sole discretion to determine whether the audit report/certification/attestation provided is sufficient to satisfy the requirements of this paragraph. It is further agreed that such industry standard audit report/certificate/attestation, will be made available free of cost to the University, will be provided upon issuance by the auditor on an annual-basis. The report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for these reports, addressing issues raised in the report including if issues have been cited with the subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report. Selected Firm/Vendor agrees to be held legally accountable for the accuracy of any self-attestations provided by the Selected Firm/Vendor towards fulfilling the requirements within this addendum.

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

ComplianceLine, LLC dba Ethico	**George Mason University**
Signed by: Nick Gallo 84FC0607FEB3458...	DocuSigned by: Katherine Sirotin 62D7DDC944C0436...
Signature	Signature
Name: Nick Gallo	Name: Katherine Sirotin
Title: Co-CEO	Title: Director, Major Purchases and Contracts
Date: 7/21/2026	Date: 7/20/2026

ETHICO

Exhibit A - Order Form

This Order Form Exhibit ("Order Form") is issued pursuant to the Ethico Agreement between Ethico ("Ethico") and George Mason University ("Client") and effective as of the date both Parties have signed this Order Form. This Order Form is subject to the terms and conditions contained in the Agreement between the Parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this Scope and the terms of this Agreement, the order of precedent listed in the Agreement shall prevail.

Services. This section defines the Services to be provided by Ethico to Client under this Agreement.

Ethico Hotline Service.
Ethico has developed a third-party hotline monitoring and reporting service ("Ethico Hotline"), which engages in the business of providing organizations with toll-free telephonic answering, reporting and tracking of compliance and ethics concerns. This section describes the Ethico Hotline Service as provided by Ethico.

1. Ethico will provide or service a dedicated toll-free number or local number for receipt of information from Client's employees, agents, and/or other designated parties, who may have concerns or knowledge relative to illegal or unethical acts, breaches of company policy, or any other information relating to Client's properties, employees, or operations. Should the Agreement be terminated for any reason, by either Party, Ethico shall promptly cooperate with any request to transfer any and all dedicated toll-free numbers used to service Client (or its designee). All rights of Ethico, thereafter, to the number(s) shall be terminated, including responsibility charges related to such number(s). In connection therewith, Ethico shall execute all agreements and documents requested by any carrier or reasonably requested by Client to affect such assignment, and Client shall promptly reimburse Ethico for any cost and expenses in connection with such number(s) and the associated account(s) following such assignment.
2. Ethico will provide telephone operators that have been trained and are knowledgeable in the areas of compliance and ethics and in interviewing and documenting information via telephone. The telephone operator will document all relevant reported concerns and prepare a detailed, structured report for delivery to Client. The report will be submitted to Client via an agreed upon communication method by the operator.
3. The Ethico Hotline will operate twenty-four (24) hours a day, seven (7) days a week, for receipt of incoming calls. All incoming calls, regardless of the time of receipt, will be answered by an operator unless otherwise agreed.
4. Client will designate an individual(s) within its organization to act as the liaison in the development of reporting procedures between Ethico and Client and to serve as the recipient of all documented reporting from Ethico Hotline. All reporting processes will be specifically defined in writing ten (10) days prior to start of services and updated, from time to time, with approval of Ethico. If reporting process documentation is not delivered to Ethico within ten (10) days of start of service, then Ethico will initiate services using its standard practices and basic profile settings. These settings can be subsequently changed in writing with the approval of Ethico.
5. Calls are defined as actual reports initiated by caller and include initial reports, follow-up reports, and information only reports (RFI). Unless excessive, prank phone calls and hang-ups are not included in the definition of a call. No changes to unlimited call volume will happen within the first year from the Effective Date of the Agreement, unless volume is more than two (2) standard deviations

(approximately 48%) above expectations from the Ethico Hotline Benchmark Report. The Ethico Hotline Benchmark Report is an annual report published by Ethico that reviews key metadata metrics and compares them against the industry standard to determine the norm for organizations based on their profile, such as industry and company size. On the anniversary of the Effective Date and thereafter, Ethico will evaluate actual call volumes against benchmark standards and provide Client with written notice (via email) of any divergence. If actual reports materially exceed benchmark standards, Client and Ethico agree to modify pricing or service within reasonable time after written notice by either Party, cooperation with which client will not unreasonably withhold. If Client does not provide reasonable and timely cooperation with modification efforts, Ethico reserves the right to modify service, publication, performance, or contract to realign service to benchmark standards.

6. For services with an Annual Utilization Limit ("AUL," defined as Client's permitted call and report maximums each year, as set forth in the Service Quote), Ethico shall be responsible for all phone charges applicable to Ethico Hotline, with the exception of charges for language translation services and other third-party services, which will be passed on at cost to Client (including the cost for processing) by Ethico. For services with an unlimited AUL, at the end of the first year of the Initial Term, Ethico will evaluate actual call volumes for language translation and other third-party services against our industry standard benchmark. If these call volumes fall outside of the benchmark, Ethico reserves the right to pass on language translation and other third-party services costs to Client (including cost for processing) for the remaining term of this Agreement.
7. Any additional licenses added during a term of this Agreement will be priced as defined below in the Service Quote.
8. Unless otherwise specified, Client will designate a maximum of a) three (3) Client contact points (liaisons who handle issue intake (each contact should be designed as a primary contact, secondary contact, and tertiary contact and provide at least one means of contact such as an email address or phone number) for severity notification, b) three (3) custom directives (specialized instructions or statements from Client for handling intake and that are approved by Hotline Operations), and c) three (3) custom questions (specialized questions from Client to be used during the intake process that are approved by Hotline Operations). Compound questions (questions that combine two or more questions into a single sentence) will not be allowed. Requests for additional customization or service standards are subject to additional Fees Which shall only be applicable if mutually agreed in writing by both parties, via amendment, for additional services.
9. If indicated in the Service Quote, Ethico will provide an integrated texting (SMS) service ("Texting-Enabled Reporting") for the receipt of information from Client's employees, agents, and/or other designated parties, who may have concerns or knowledge relative to illegal or unethical acts, breaches of company policy, or any other information relating to Client's properties, employees, or operations. As per Ethico standard practices, the Texting-Enabled Reporting service will allow reporting parties to answer a defined set of questions which, once completed, will be documented and submitted to Client, via an agreed upon communication method. Ethico shall be responsible for all phone number and receipt charges applicable, with the exception of message and data rate charges that may apply to reporting parties (based on their specific provider and plan). SMS Texting services will only be provided on phone numbers located in North America.
10. **Service Tiers.** Client will receive the Service Tier and options itemized in the Service Quote:
    a. **Hotline Essential.** Subscription to this Tier includes:
        - Subscription to this Tier includes the Core Question Interview
        - Core Question Interview can be configured with up to seven (7) questions
        - Up to two (2) standard Directives with no customization
        - Custom Greeting with a limit of 200 characters
        - The Standard SLA for Report Turnaround time is 24 hours
        - The average call should not exceed 12 minutes in duratio
        - Phone call notification to one (1) designated Client representative for high severity reports

- Ability for the Reporter to provide documentation (through a Client supplied email address) as a supplement to the report they are making over the phone

b. **Hotline Professional.** Subscription to this Tier includes:
   - Subscription to this Tier includes an adaptive Interview
   - Adaptive Interview with up to six (6) custom Questions
   - Five (5) custom Directives
   - Custom greeting with a 350 character limit
   - The Standard SLA for Report Turnaround time is 24 hours
   - Most reports are sent in an average of 4 hours
   - The average call should not exceed 18 minutes in duration
   - Client should notify Ethico if 25% of expected call volumes will occur outside of normal business hours, Monday through Friday, Eastern Standard Time
   - Phone call notification for high severity reports to up to three (3) designated Client representatives until one (1) is reached
   - Ability for the Reporter to provide documentation (through a Client supplied email address) as a supplement to the report they are making over the phone

MyComplianceReport.

Ethico has developed an online application known as www.MyComplianceReport.com ("MCR"), for receipt of information from Client's employees, agents, and/or other designated parties, who may have concerns or knowledge relative to potentially illegal or unethical acts, breaches of company policy, or any other information relating to Client's properties, employees, or operations. This section describes the MyComplianceReport Service as provided by Ethico.

1. **License Grant.**
   a. Ethico hereby grants to Client a nonexclusive, non-transferable, revocable license to search, retrieve, display, print and download information contained within MCR via the Internet.
   b. It is expressly understood that no title to or ownership of MCR, or any part thereof, is hereby transferred to Client. Notwithstanding the above, Client shall have the right to make available to other parties any such information about MCR that is reasonably necessary for Client to conduct its daily business.
2. **Access to and Use of MCR.**
   a. Upon execution of the Ethico Agreement and completion of Ethico's MCR implementation procedures, Ethico shall grant Client access to MCR, along with company access identification.
   b. Access to MCR shall be provided twenty-four (24) hours a day, seven (7) days a week, except during Scheduled Downtimes, as defined in this Order Form, maintenance and reasonable downtimes, when access will not be available.
   c. Data transmission and computer link to MCR via the Internet shall be the exclusive responsibility of Client.
   d. Client represents and warrants and expressly undertakes not to (i) upload any material that contains viruses, worms, Trojan Horses, time bombs, cancel bots, or anything of a like nature or (ii) provide or otherwise make available access to MCR for commercial purposes in any form to any person without the prior written consent of the Ethico or (iii) download data from MCR for the purpose of creating or contributing to any product or service that will serve as a substitute for, or alternative to, MCR or (iv) assert any proprietary rights to any portion of MCR, or any information contained within MCR or (v) divulge the password(s) to unauthorized users and to promptly inform the Ethico in the event a password is compromised.
   e. If translation services for MCR are required or requested, the cost will be passed on at cost to Client (including cost for processing) by Ethico which shall only be applicable if mutually agreed in writing by both parties, via amendment, for the additional services.

3. **Product Support**. Ethico will provide Client telephone support from 9:00 AM to 5:00 PM Eastern Time, Monday through Friday, to provide Client with assistance in resolving problems, answering questions related to MCR, and reporting suspected defects or errors in MCR. Client may report service issues twenty-four (24) hours a day via the Ethico ticket system at **support@ethico.com**. Ethico will respond based on the case priority descriptions below:
    a. Level 1: Assigned to an error/issue that causes production to go down and Client is unable to use MCR, or an error or condition that causes performance degradation, resulting in critical impact to operations. No alternative solution is available. Ethico will provide an initial response within one (1) business hour and will resolve the issue with four (4) business hours.
    b. Level 2: Assigned to an error/issue that is not Level 1, but is a reproducible error in MCR that affects Client's usage of MCR or data integrity. Operational workarounds may be employed and are deemed acceptable for the short term, but are unacceptable for the long term. Ethico will provide an initial response within four (4) business hours and will resolve the issue within twelve (12) business hours.
    c. Level 3: Assigned to an issue that is not Level 1 or Level 2, but minimally affects Client's usage of the MCR or data integrity. Operational workarounds may be employed and are deemed acceptable for the short term and long term. Will consider a patch for the next release/update. Ethico will provide an initial response within eight (8) business hours and will follow up within twenty-four (24) business hours.
4. **Emergency and Escalation Management.** Should MCR become unavailable outside of regular support hours or if Client suspects a service outage, Client should contact the **Ethico Escalation Call Center at +1 800-617-0415**. The call center will contact the "on call" Ethico IT support team member and a member of Ethico management. The on-call Ethico IT support team member will contact Client to resolve any issues as expeditiously as possible.
5. **Service Level Agreement ("SLA")**. Ethico agrees that, during the Term of this Agreement, MCR will be operational and available to Client at least 99% of the time each year aside from Scheduled Downtime, maintenance, and other reasonable downtimes. If Ethico does not meet the SLA within any given month, Client will be eligible to receive a Service Credit as defined in Section 7 below.
6. **Scheduled Downtime.** Ethico will notify Client in writing, via email, of periods of Scheduled Downtime at least three (3) days prior to the commencement of such Scheduled Downtime. The following activities for the purpose of this Agreement will constitute Scheduled Downtime: 1) standard system maintenance 2) system upgrades 3) and other reasonable downtimes. Ethico will notify Client, in writing, via email, of periods of Scheduled Downtime at least three (3) days prior to the commencement of such Scheduled Downtime. Scheduled Downtime is not considered downtime for purposes of this Agreement and will not be counted towards any downtime periods.
7. **Service Credits**. In the event that service to MCR is interrupted beyond the SLA, Ethico will credit Client 10% of 1/12th of Client's annual MCR fee for every 1 day of outage, up to a yearly maximum of 100% of 1/12th of Client's annual MCR fee.
8. The standard MCR form includes standard questions, which can be modified with Ethico approval at no charge prior to implementation and setup. Requests for additional customization or service standards are subject to additional Fees which shall only be applicable if mutually agreed in writing by both parties, via amendment, for the additional services.
9. **Service Tiers.** Client will receive the Service Tier and options itemized in the Service Quote:
    a. **Web Form (MCR) - Essential.** Subscription to this Tier includes:
        - Unlimited usage of one (1) web form
        - Includes 5 standard questions and up to 5 client-selected custom questions (10 total questions)
        - Questions configured by Ethico in English, with the option to subscribe to one (1) additional standard language
        - Configurable disclaimer messaging with references to Client toll-free numbers and Terms & Conditions
        - Optional European Union disclaimer
        - Configurable Frequently Asked Questions (FAQs)

- File upload capability to update all Client locations
- Unlimited locations, categories, and involved parties supported on the form
- Reports submitted via MCR are not reviewed for high severity
- Reports are delivered directly to assigned Client users upon submission

b. **Web Form (MCR) - Professional.** Subscription to this Tier includes:

- Unlimited usage of one (1) web form
- Configured by Ethico in English, with the option to subscribe to up to three (3) standard languages
- Supports up to 30 custom questions across all categories
- Branching logic supported for each question and configurable by Client
- Configurable disclaimer messaging with references to Client toll-free numbers and Terms & Conditions
- Optional European Union disclaimer
- Configurable Frequently Asked Questions (FAQs)
- File upload capability to update Client locations
- Unlimited locations, categories (including category grouping), and involved parties supported on the form
- Optional phone notification for high severity reports or when specific parties are involved (additional fee)
- Includes configuration of EcoBot (Ivy) for MCR intake
- EcoBot provides a chat-based reporting experience integrated with MCR categories and questions
- EcoBot can be configured by Client to adjust question order, reduce question count, disable related subject questions, and customize the farewell message
- EcoBot automatically appears on the Client's MCR page upon subscription
- EcoBot may be installed on additional web pages for an additional fee
- Client provides domains/URLs for external EcoBot installations; Ethico supplies the required installation script

c. **Compliance Portal. In compliance with the Client's logo requirements:**

- Customizable portal branded with the Client's logo, images, colors, text, and links to Client-selected content
- Includes a welcome banner and/or company statement
- Company logo or logo banner display
- One (1) landing page image
- Up to three (3) hex code color options
- Optional Contact Us link to the Client's website
- One (1) resource page with up to three (3) resource dropdowns to house documents such as Code of Conduct, company policies, and/or reporting FAQs
- Standard reporting FAQs included, with the option to substitute Client-provided FAQs
- Up to five (5) interactive buttons linking to the Client's Ethico compliance reporting form and/or disclosure reporting URLs (when applicable by contract)
- One (1) button to display a hotline number
- One (1) dropdown to display multiple reporting hotline numbers (when applicable by contract)
- Portal URL options include either one (1) generic Ethico-selected URL that a Client-owned domain may redirect to, or one (1) Client-selected vanity URL hosted and secured on the Ethico domain
- Vanity URL subscription renews annually
- Vanity URL may be purchased for $1,500 upon termination of services
- All hotline numbers and Ethico-assigned URLs remain the sole property of Ethico upon termination of services
- All portals are mobile-optimized

d. **EcoBot Ivy.**
- Chat-based reporting tool that allows reporters to initiate concerns through a simple, user-friendly interface
- Fully integrated with the Client's MCR form so categories and questions align with the configured MCR intake
- Automatically appears on the Client's MCR page upon EcoBot subscription
- Can be installed on external sites such as employee portals for broader accessibility
- Client may configure Ivy by changing question order, reducing the number of questions, disabling related subject questions, and customizing the farewell message
- Installation is quick and requires no additional configuration when used on the MCR page
- Ivy may be installed on multiple web pages for an additional fee
- For installations outside of MCR, Client provides the domains or URLs and Ethico supplies the required installation script
- Installation script is only required for deployments outside of the MCR page

MyComplianceManagement.

Ethico has developed a proprietary application identified as MyComplianceManagement ("MyCM") to be licensed to its clients. This section describes the MyComplianceManagement Service as provided by Ethico.

1. **License Grant.**
   a. Ethico hereby grants to Client subject to the terms and conditions set out in this section and any "Additional License and Maintenance Addendum" hereto, a nonexclusive, nontransferable revocable license to use MyCM and the related documentation ("User Documentation") for the duration of this Agreement.
   b. The grant of the license entitles Client to utilize licenses on a named user basis.
   c. It is expressly understood that no title to or ownership of MyCM application, or any part thereof, is hereby transferred to Client. Notwithstanding the above, Client shall have the right to make available to other Parties any such information about the application which is necessary for Client to conduct its daily business.
2. **Access to and Use of MyCM.**
   a. Upon execution and return of the Ethico Agreement and completion of the subsequent implementation process, Ethico shall issue usernames and passwords for access to MyCM as designated by Client. The number of usernames and passwords are defined under this Order Form.
   b. Access to MyCM shall be provided twenty-four (24) hours a day, seven (7) days a week, except during Scheduled Downtimes, as defined in this Order Form, maintenance and reasonable downtimes, when access will not be available.
   c. Data transmission and computer link to MyCM via the Internet shall be the exclusive responsibility of Client.
   d. Client represents and warrants and expressly undertakes not to (i) upload any material that contains viruses, worms, Trojan Horses, time bombs, cancel bots, or anything of a like nature or (ii) provide or otherwise make available access to MyCM for commercial purposes in any form to any person without the prior written consent of the Ethico or (iii) download data from MyCM for the purpose of creating or contributing to any product or service that will serve as a substitute for, or alternative to, MyCM or (iv) assert any proprietary rights to any portion of MyCM, or any information contained within MyCM or (v) divulge the password(s) to unauthorized users and to promptly inform the Ethico in the event a password is compromised.
3. **Product Support**. Ethico will provide Client telephone support from 9:00 AM to 5:00 PM Eastern Time, Monday through Friday, to assist in resolving problems, obtaining clarification relative to

MyCM, and reporting suspected defects or errors in MyCM. **Client may report service issues twenty-four (24) hours a day via the Ethico ticket system at support@ethico.com**. Ethico will respond based on the case priority descriptions below:

   a. Level 1: Assigned to an error/issue that causes production to go down and Client is unable to use MyCM, or an error or condition that causes performance degradation, resulting in critical impact to operations. No alternative solution is available. Ethico will provide an initial response within one (1) business hour and will resolve the issue with four (4) business hours.
   b. Level 2: Assigned to an error/issue that is not Level 1, but is a reproducible error in MyCM that affects Client's usage of MyCM or data integrity. Operational workarounds may be employed and are deemed acceptable for the short term, but are unacceptable for the long term. Ethico will provide an initial response within four (4) business hours and will resolve the issue within twelve (12) business hours.
   c. Level 3: Assigned to an issue that is not Level 1 or Level 2, but minimally affects Client's usage of the MyCM or data integrity. Operational workarounds may be employed and are deemed acceptable for the short term and long term. Will consider a patch for the next release/update. Ethico will provide an initial response within eight (8) business hours and will follow up within twenty-four (24) business hours.

4. **Emergency and Escalation Management.** Should MyCM become unavailable outside of regular support hours or if Client suspects a service outage, Client should contact the **Ethico Escalation Call Center at +1 800-617-0415**. The call center will contact the "on call" Ethico IT support team member and a member of Ethico management. The on-call Ethico IT support team member will contact Client to resolve any issues as expeditiously as possible.
5. **Service Level Agreement ("SLA")**. Ethico agrees that, during the Term of this Agreement, MyCM will be operational and available to Client at least 99% of the time each year aside from Scheduled Downtime, maintenance, and other reasonable downtimes. If Ethico does not meet the SLA within any given month, Client will be eligible to receive a Service Credit under Paragraph 7 below.
6. **Scheduled Downtime.** Ethico will notify Client, in writing, via email, of periods of Scheduled Downtime at least three (3) days prior to the commencement of such downtime. The following activities for the purpose of this Agreement will constitute Scheduled Downtime: 1) standard system maintenance 2) system upgrades 3) and other reasonable downtimes. Ethico will notify Client, in writing, via email, of periods of Scheduled Downtime at least three (3) days prior to the commencement of such Scheduled Downtime. Scheduled Downtime is not considered downtime for purposes of this Agreement and will not be counted towards any downtime periods.
7. **Service Credits**. In the event that service to MyCM is interrupted beyond the SLA, Ethico will credit Client 10% of 1/12th of Client's annual MyCM fee for every 1 day of outage, up to a yearly maximum of 100% of 1/12th of Client's annual MyCM fee.
8. **Service Tiers.** Client will receive the Service Tier and options itemized in the Service Quote:
   a. **MyCM - Essential.** Subscription to this Tier includes:
      - Includes one (1) MyCM profile
      - Classic View and Case Overview formats for case management
      - Activity Log and Subjects tab for case tracking and visibility
      - Multi-Factor Authentication
      - Twenty-five (25) assignment rules configured by Ethico during implementation
      - Unlimited post-implementation self-configuration of assignment rules and sub-categories
      - Ability to email case information directly from MyCM
      - Includes the Standard Investigations Module with no custom fields
      - Standard investigation fields include Name, Status, Investigator, Category, Start Date, Deadline, Action Taken, Validity, Risk Level, Notes, and Outcome
      - Administrator users may perform bulk sync actions, with the option to enable bulk sync for Standard users
      - Reporting includes calculated and register reports for Anonymity, Severity, Awareness, and Involved Persons

- Ability to create custom filters, save reports, and download reports
- Scheduled reporting available when subscribed to ECO Reports or Crystal Reports
- Includes one-time data import of up to 10,000 cases using Ethico's standard data import template
- Attachment transfers available with additional scoping and fees

b. **MyCM - Professional.** Subscription to this Tier includes:

- Includes one (1) MyCM profile
- Includes all MyCM Basic and Essential features
- Up to eight (8) hours of implementation engagement and configuration performed by Ethico
- Up to eight (8) hours of post-implementation engagement and configuration performed by Ethico
- Ability to create custom User Fields and custom Investigation Fields
- Includes fifty (50) assignment rules configured by Ethico during implementation
- Option to subscribe to up to 150 Administrator, Standard, and Lite user licenses configured by Ethico during implementation
- Unlimited post-implementation creation of assignment rules and user licenses
- Includes Corrective Action Plan (CAP) module
- Includes Campaign Management module
- Single Sign-On (SSO) and User Provisioning via Google, Microsoft Azure, or any SAML 2.0-compatible identity provider when itemized
- Reporting includes Crystal Reports (Issue Register, Overall Analysis, Top 5)
- Includes Custom Report Builder module
- Includes ECO Reports module with automated report scheduling and sharing
- Additional features or functionality available for additional fees

9. **MyCM License & User Types.** Client will receive the quantity and type set forth in the Service Quote:
   a. **Administrator License.** This user has full access to account profile, settings, permissions, and cases. They can add and disable users, configure settings, and add/edit various options and user fields. The administrator has the best and most robust reporting capabilities. These characteristics are in addition to everything a Standard user can do.
   b. **Standard License.** This user has robust access to individual cases that they are assigned to. They can add and edit investigations, case notes, documents, status information, and more. They can add new cases to the system and utilize the internal case management system This user also has access to reporting features, but not as comprehensive as the Administrator.
   c. **Lite License (Restricted).** This user has limited access to the system and features. They have read-only abilities, and have little case management functionality. Lite license users can review hotline cases and also run reports.
10. **Single Sign-On (SSO).**
   a. If Client uses Single Sign On to access the Services, this section applies. Ethico shall implement Single Sign-On ("SSO") between Client's software and Ethico's software platform, subject to the Parties' abilities to satisfy the security requirements of the other Party. Ethico shall cooperate with Client during all stages of implementing SSO, including any exploratory or information gathering stages. Ethico shall determine any project timeframes, including the final effective date; however, Client shall assist Ethico in determining reasonable timeframes by providing any information requested by Ethico. Both Parties shall support SSO through a number of federated identity standards including, but not limited to, SAML2.0 (Security Assertion Markup Language), OAuth (Open Authorization) and others as mutually agreed upon by both Parties. Both Parties shall maintain and support SSO in relation to the software or platforms that they control.
   b. SSO IDs are used in lieu of username/password credentials for authentication and are only shared with the respective SSO provider as required for authentication. Client shall authenticate each of its representatives ("User") prior to gaining access to the Services using the agreed

upon SSO protocol. At the time Client attempts to access Ethico's web application, Client will identify and authenticate its User through the SSO process by employing commercially reasonable security practices accepted in the industry. After Client has authenticated its User, it will securely transmit the User's credentials to Ethico. Upon receiving the transmission, Ethico will authorize Client to access its Services through Ethico's web application upon verification.

c. User Provisioning. If included in the Service Quote, user provisioning capabilities will be a part of SSO. This will allow Clients to create licensed users with a set of predetermined permissions and settings. This will be based on the authentication group that they are assigned in Client's user directory. Client will need to send Ethico the group names and participants as a SAML attribute during the SSO implementation stage. This will ensure that the new users are successfully created with the correct permissions and settings granted.

Service Quote

Product	Total
Professional Platform	$18,780.00 per year

Professional Case Management (MyCM)

- Custom User and Investigations Fields; Corrective Action Plan (CAP) and Campaign Management modules.
- 50 assignment rules, with unlimited self-configuration.
- Unlimited User Licenses (Admin, Standard & Lite)
- Advanced Reporting: Crystal Reports, Custom Report Builder, ECO Reports, and scheduled sharing.

Professional Hotline

- An Adaptive Interview with up to 6 custom questions and 5 custom Directives.
- Custom Greeting (350-character limit).
- Phone notification to up to 3 representatives for high-severity reports.
- Text reporting available via dedicated toll-free number.

Professional Web Form (MCR)

- Configuration in English and 3 additional standard languages (as itemized).
- Up to 30 custom questions with client-defined branching logic.
- Enhanced configurable disclaimer and FAQs with optional EU Disclaimer.
- Unlimited locations, category grouping, and involved parties.
- Phone notifications for high-severity reports or specific parties (additional fee).
- Includes EcoBot IVY and Portal access.

Custom Awareness Materials

- Up to 3 custom Awareness Materials in English. Designs can be updated or exchanged annually.

Implementation Services — $0.00

- Getting Started: Implementation Specialist/Dedicated project manager, Ticket Number, prioritized in the work queue.
- Kickoff: Project specifics, technical contacts, project timeline, workbooks, project risk and needs assessment. (1-hour)
- Weekly check-ins: Timeline, deliverables, objectives, action items, progress levels (15-30 minutes ea.).
- Configuration: Build out, workbooks, need alignment, workflow planning, management options, platform access.
- Development: Technical work, custom project components, user acceptance testing (UAT).
- Quality Review: Key stakeholder feedback, software exploration, workflow automation.
- User Training: Software orientation, specified skills per component, issue intake, reporting, best practices (1-2 sessions; 1-3 hours total).
- Go-Live: Launch, direct support connection, dedicated CSM, CSAT open feedback.

One-time subtotal	$0.00
Recurring subtotal	$18,780.00 per year
Contract Terms:	5-Yr Initial; 1-Yr Renewal
Billing Terms:	Annual/Advance
Payment Terms:	Net 30
Employee Population:	6,000
Annual Utilization Limit:	Unlimited
Toll-Free Number:	Provided By Ethico
MCR Languages:	Included
Total Annual Subscription Fees:	**$18,780.00**

Additional Fees (Optional)

Product	Price	Quantity	Total
Additional Webform Languages	$200.00	1	$200.00
High-severity phone notifications for MCR	$50.00	1	$50.00
EcoBot installation on additional webpages	$10.00 per year	1	$10.00 per year
Professional Services Ethico Professional Services helps you unlock the full value of your compliance investment faster and accelerate time to value. Our advanced offerings provide expert strategic guidance, optimize your workflows and internal processes, and support meaningful employee engagement. From system configuration and custom reporting to campaign design and transition support, our services are tailored to drive measurable impact and long-term program success. 1 credit = 1 hour of Professional Services Work.	$100.00	10	$1,000.00

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

July 2, 2026

ComplianceLine, LLC dba Ethico
Anthony Michaleski
8615 Cliff Cameron Dr. Ste 290
Charlotte, NC 28269
tpetrucelli@ethico.com

SUBJECT: Negotiations for RFP GMU-GL0203-26 – Anonymous Compliance and Ethics Reporting System

Dear Anthony,

Thank you for providing a robust proposal for Ethico's Professional Platform. As part of GMU's procurement review, we are evaluating the proposed pricing to ensure it is consistent with market norms for comparable public higher-education institutions and reflects GMU's status as a public entity. We would appreciate your assistance in addressing the questions below to determine whether any adjustments may be appropriate prior to finalizing the agreement. Please continue to maintain the Word formatting in your response. Responses are due no later than May 15, 2026, by 2PM EST.

1. Pricing and Market Alignment

   a. How does the proposed annual subscription pricing compare to pricing offered to similarly sized public universities (approximately 5,000–10,000 employees)?

      Ethico's Response: Proposed annual subscription pricing is aligned with similarly sized public universities.

      GMU's Response: Noted

   b. Does Ethico offer any additional education-specific or public-sector pricing/discounts that have not yet been reflected in your proposed pricing?

      Ethico's Response: Ethico's standard pricing is based on total eligible employee population. We do not have industry-specific discounts.

      GMU's Response: Noted

   c. Please confirm that Ethico's proposed pricing is complete and inclusive of all costs, fees, and charges, whether one-time or recurring, associated with the solution, including but not limited to, implementation, any required licenses, subscriptions, or usage fees, integration (if applicable), support services, training, data transfer, and maintenance. Upon contract award, GMU will not be liable for any additional charges charges, fees, or cost increases beyond the amounts identified above unless a change in scope or requested enhancement is initiated by GMU and such change id documented and approved through a fully executed change order signed by both parties. If applicable, please identify any assumptions, exclusions, or conditional pricing elements at this time.

      Ethico's Response: Confirming that Ethico's proposed pricing is complete and inclusive of all costs, fees, and charges. This is operating under the assumption that GMU is comfortable proceeding with Ethico's complimentary data migration. To qualify for the complimentary data migration, client must have less than 10,000 historical cases, store attachments on SharePoint or other third-party data storage repository, and map the export of historical case data from legacy vendor to Ethico's Standard Data Migration Template. If GMU would like Ethico to bring over attachments and map the historical case data, this will require scoping and additional fees.

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GMU's Response – GMU does not require this. However, GMU has less than 10,000 cases and, if feasible, GMU could consider migrating to run metrics from the beginning of the compliance and ethics program in 2021

2. Term Length and Renewal Considerations

a. If GMU were to consider a multi-year commitment (e.g., three, five or ten-year term), what opportunities are available for reduced annual pricing or long-term price stabilization? Please note that the resulting contract will be established as a cooperative agreement, allowing other public institutions and agencies to participate, which may result in increased market utilization.

Ethico's Response: Ethico's standard agreement term is 3 years. This locks in annual cost for initial term and caps the renewal in year 4 at 8%.

GMU's Response – GMU cap on renewal cost is 2% or in accordance with the CPI-U Section of the US Bureau of Labor

Per Anthony Michaleski response in Bonfire email dated June 5, 2026 – Ethico accepted the 2% or in accordance with CPI-U Section of the US Bureau of Labor

GMU's Response – noted and accepted

b. Taking the above question into consideration. Can Ethico provide fixed pricing for all ten (10) years including any discounts for multi-year commitments?

Ethico's Response: Our preference would be to proceed with Ethico's standard 3-year initial agreement term.

GMU's Response – should GMU issue an initial 5yr base agreement-what additional cost savings will Ethico provides?

Per Tyler Petrucelli's response to Buyer's direct email dated July 1, 2026 -Ethico agreed to the firm-fixed 5yr base agreement with 5 (1) successive option years

GMU's Response-Accepted

3. Implementation Services

a. Can you clarify which components of the implementation fee represent fixed costs versus onboarding or support services?

Ethico's Response: The fixed costs of the implementation fee cover your dedicated implementation specialist and the white-glove service they provide to you during onboarding to configure your account. Ongoing training & support services after implementation are already included in the agreement at no additional cost.

b. GMU requests waiver of all implementation fees.

Ethico's Response: We can accommodate waiver of implementation fee if we are able to have an agreement in place on or before 6/30/2026.

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GMU's Response – Could Ethico consider extending to August 30, 2026 as this tool will need to be review by multiple stakeholders.

Per response from Tyler Petrucelli directly to Buyer's email dated July 1-Ethico agrees to extend execution deadline to July 31st in order to waive the implementation cost.

GMU's Response: Accepted

4. Scope and Feature Flexibility

   a. Are all quoted modules required at contract inception, or can pricing be adjusted if certain advanced features are deferred or phased in?

   Ethico's Response: We recommend setting up your hotline/web intake and case management instance at contract inception to ensure you have a properly functioning solution with multi-channel intake for your employees and a central repository of all case data for your investigators.

   GMU's Response – Noted/Acceptable

   b. Is there flexibility to adjust pricing based on actual utilization or feature adoption over time?

   Ethico's Response: Ethico's standard pricing model is based on total eligible employee population, offers unlimited annual utilization, and includes all features.

   GMU's Response - Accept

5. Architecture Review and Standards Board – Section XIV

The Offeror acknowledges that following completion of negotiations and/or submission of a Best and Final Offer (BAFO), and prior to contract award or release of funding, the proposed solution will be subject to review and approval by George Mason University's Architectural Standards Review Board (ASRB). The ASRB evaluates systems for security, accessibility (Section 508 and WCAG 2.1 Level AA), integration with existing University systems, and architectural alignment.

The Offeror agrees to submit the solution to ASRB and to provide all requested documentation and information necessary to support the review. ASRB approval is required prior to contract award or release of funds. The ASRB review process typically takes six to eight weeks, depending on the completeness of the submission and review outcomes.

Vendors must be prepared to provide, upon request, documentation including but not limited to: architecture diagrams; security documentation (SOC 2 Type II preferred or equivalent for the Offeror and/or hosting provider); VPAT and an accessible demo or sandbox environment; data dictionaries; integration and single sign-on documentation; and any additional materials required during the review. Vendors must respond promptly to ASRB inquiries, which may be made in writing or verbally.
The Offeror further acknowledges and agrees to safeguard all University information, including confidential, restricted, and regulated data, and to comply with all applicable confidentiality, privacy, and information security requirements set forth herein and in the resulting contract.

The Offeror further acknowledges and agrees to safeguard all University information, including confidential, restricted, and regulated data, and to comply with all applicable confidentiality, privacy, and information security requirements set forth herein and in the resulting contract.

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Ethico's Response: Acknowledging and agreeing. We will also include Ethico's SOC 2 Type II report and VPAT.

GMU's Response-document received

6. Accessibility Compliance Confirmation:

   a. As part of our evaluation and any resulting agreement, accessibility compliance is a material requirement (Per RFP Section XI. And Attachment B Standard Contract Clause AA.) and we request that Ethico confirm if your system is currently accessible and conforms to:
      - WCAG 2.1 Level AA
      - Americans with Disabilities Act (ADA)
      - Section 508 of the Rehabilitation Act

      This confirmation should include:
      The scope of accessibility conformance (end-user interface, reporter intake, case management, admin tools, mobile access, etc.) and any testing or audits performed (e.g., VPAT, third-party accessibility testing)

      Ethico's Response: Confirming that the Ethico system is currently accessible and conforms to WCAG 2.1 Level AA, ADA, and Section 508 of the Rehabilitation Act. The evaluation was performed using the WAVE Tool.

      GMU's Response – Noted

   b. If your system is not currently fully compliant, please advise if you have a timeline and roadmap to make the system compliant.

      Ethico's Response: N/A, compliant

      GMU's Response - Noted

   c. If Ethico is unable to confirm current compliance and does not have an established timeline/roadmap to make the system compliant please confirm if Ethico would be willing to bring the system into full accessibility compliance at Ethico's sole expense and include accessibility remediation and ongoing compliance as a contractual obligation with compliance achieved no later than an-agreed upon date following contract award.

      Ethico's Response: N/A, compliant

      GMU's Response - Noted

7. GMU Standard Contract Terms and Conditions

   a. Ethico acknowledge that as part of Request for Proposal RFP, GMU provided a Sample Contract (Attachment B) and a Data Security Addendum (Attachment C). It is the intent of this solicitation to base the final contractual documents on GMU's standard two-party contract, Mason's General Terms and Conditions, and Mason's Data Security Addendum (DSA). Will Ethico require GMU to incorporate any of your firm's documents or terms and conditions into the final contract if award is made to your firm?

   Ethico's Response: We will include Ethico's Order Form and Service Quote documents that outline the scope of work for the service Ethico will be providing to GMU.

   GMU's Response - Noted

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b. Confirm you will not add additional terms and conditions to any scope/statement of work (SOW), quote, or proposal issued to George Mason. George Mason's issuance of a Purchase Order is considered confirmation of the engagement. All engagements issued under this agreement shall be governed by the negotiated terms of Contract GMU-GL0203-26.

Ethico's Response: Confirmed.

GMU's Response: Noted

c. Ethico referenced exceptions to George Mason's Standard Terms and Conditions; however, this information was not noted in the proposal submission. Please provide your exemptions for consideration and preferably, provide your redlines/comments to our Attachment B – Standard Contract

Ethico's Response: Included.

GMU's Response - received

Please advise if you have any questions or need clarification before responding.

Regards,

Grace Lymas, MBA, CPPB, CUPO
Assistant Director, Purchasing
glymas@gmu.edu

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

REQUEST FOR PROPOSALS
GMU-GL0203-26

ISSUE DATE:	February 2, 2026
TITLE:	Anonymous Compliance and Ethics Reporting System
PRIMARY PROCUREMENT OFFICER:	Grace Lymas, Assistant Director
SECONDARY PROCUREMENT OFFICER:	Katherine Sirotin, Director

QUESTIONS/INQUIRIES: Submit all inquiries through Mason's Bonfire Portal, no later than 4:00 PM Eastern Time (ET) on February 9, 2026. **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 by 5:00 PM ET on February 18, 2026.

PROPOSAL DUE DATE AND TIME: March 3, 2026 @ 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.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message individuals at your organization that have interacted in Bonfire for this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has individually logged into the system and either downloaded documents, submitted your proposal or asked a question.

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: ____________________

Check the box next to the option that applies to your proposal submission. See section IV. Final Contract for additional information.

☐ **Option 1:** Full Acceptance:
1. We have reviewed Mason's Standard Contract and all related documents.
2. We have no proposed changes.
3. We understand that if we are advanced to negotiations, no contract exceptions, redlines, vendor documents, or additional terms will be considered, unless proposed by Mason.

☐ **Option 2:** Proposed Exceptions and/or Additional Documents Submitted:
1. We have reviewed Mason's Standard Contract and all related documents.
2. We have included a list of proposed exceptions and/or redlined contract documents with our proposal.
3. We understand that if we are advanced to negotiations, no additional contract exceptions, redlines, vendor documents, or additional terms will be considered beyond what has been submitted with our proposal, unless proposed by Mason.

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 pro4012hibited by state law relating to discrimination in employment.

OFFEROR PROPOSAL SUBMISSION CHECKLIST

Offerors responding to this RFP should use this checklist to ensure all requested documents are completed and submitted with their proposal.

- □ RFP Cover Page, accurately filled in and signed with checked off box confirming your proposal contains any exceptions to Mason's Standard Contract and all terms and conditions or subsequent Statements of Work that could apply over the life of any resulting contract.

- □ All addenda, if any were issued and a signature line is included.

- □ Attachment A - Small Business Subcontracting Plan. This is a requirement for all Offerors.

- □ Exceptions (if any) to Mason's Standard Contract.

- □ Any Statements of Work or supplemental document(s) Mason may be required to sign or that could potentially be incorporated into a final contract or apply during the term of a resulting contract.

- □ Any agreement that Mason would be required to sign with a third party.

- □ State your payment preference as required in Bonfire. Only select one payment option.

- □ Ensure your proposal contains all information listed and answers all questions outlined in Section XII.B. Specific Requirements. Your proposal must include a response to each of these 4 questions listed at the end of this section.

  1. Are you and/or your subcontractor currently involved in litigation with any party?
  2. 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.
  3. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
  4. In the past ten (10) years has your firm's name changed? If so, please provide a reason for the change.

- □ If your proposal contains proprietary information, you must submit a second copy in accordance with Section XII.A.1. General Requirements and Section XII.A.2.d. that outlines the specific submission format.

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I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit competitive proposals to establish a contract with one or more vendors for a third-party, anonymous ethics and compliance reporting system for George Mason University ("George Mason" or "University"). George Mason is a public institution of higher education and an 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 as outlined in Attachment B – Standard Contract. Any exceptions to our standard contract and General Terms and Conditions must 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 and agency of the Commonwealth of 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.

Note: The Offeror must include any and all terms and conditions, additional documents, and/or statements of work that could potentially be incorporated into a final contract or apply during the term of a resulting contract. As outlined in Attachment B – Standard Contract, Statements of Work ("SOW") for specific engagements may only include the work to be performed during scope of the specific engagement. Additional terms and conditions will not be accepted on any SOW submitted during the course of the contract. All SOW's must be on a form approved by Mason prior to the start of the contract.

In addition to the above note, the Offeror must submit with their proposal any agreement that Mason would be required to sign with a third party.

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**: Upon contract execution, eligible vendors (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. https://www.sbsd.virginia.gov/

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

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

IX. **PERIOD OF PERFORMANCE**: One (1) year from Effective Date of contract with nine (9) successive one-year renewal options (or as negotiated).

X. **BACKGROUND**: George Mason University's short history is one of an enterprising and innovative pioneer, creating a major teaching and research university from a small, one-room schoolhouse in just 50 years. George Mason University is recognized as an innovative, entrepreneurial institution with global distinction in a range of academic fields. With strong undergraduate and graduate degree programs in engineering and information technology, dance, organizational psychology and health care, Mason students are routinely recognized with national and international scholarships. Enrollment is more than 38,000, with students studying in 198 degree programs at the undergraduate, masters, doctoral, and professional levels. Additionally, Mason has more than 200,000 living alumni with 60% residing in the Washington Metropolitan Area.

Due to George Mason University's rapid growth – particularly in the area of sponsored research – and the increasing complexity of compliance and ethics requirements, the university implemented the Office of Institutional Compliance and Ethics in 2021. The Office of Institutional Compliance and Ethics serves as a strategic resource and guide, helping the university community identify and manage compliance risks and act ethically. The office supports the university by promoting ethical decision-making, fostering a culture of accountability and integrity, and ensuring adherence to laws and regulations through implementation and management of an institutional Ethics and Compliance Program in accordance with accepted best practices for such programs. George Mason has numerous reporting channels for specific types of concerns, but at present does not operate a central, anonymous reporting platform for compliance and ethics concerns. The Office of Institutional Compliance & Ethics currently receives such reports directly via email, and receives approximately 27 reports per year directly (five-year average). This procurement is intended to provide a critical component of the Ethics and Compliance Program by streamlining compliance and ethics reporting, providing a platform to surface and address issues and risks pertaining to compliance and ethics, and to align Mason with peer institutions and accepted best practices.

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

XI. **STATEMENT OF NEEDS**: George Mason University seeks proposals for an outsourced, anonymous, 24/7 reporting solution whereby individuals can submit concerns about potential ethical misconduct or non-compliance, or seek ethics or compliance guidance, in order to promote ethical conduct and meet regulatory requirements.

Contractor will provide the university with an outsourced, anonymous reporting system that includes:

- The ability to identify oneself as the reporter or to remain anonymous;
- The inability to track an individual's identity, phone number, or IP address;
- Multiple reporting options, such as telephone, web, and smart device;
- Trained intake personnel familiar with the higher education industry;

- Translation services (include list of foreign languages outside of English)
- Case Management Software;
- Options for generating automated reports (e.g., reports by type or allegation class, by substantiation, by days open, and comparison to industry data);
- 24 hour per day, 7 day per week availability;
- Compliance with relevant accessibility, privacy, and security laws, regulations, and standards.

Additionally, the system should be vendor-hosted (SaaS) and not require on-premises or hybrid deployment. The platform must operate completely off-site and will not be integrated with Mason's enterprise systems (e.g., Banner, HRIS) nor require single sign-on.

Reporting channels should include multiple platforms/capabilities, (such as web, telephone, and/or smart-device interfaces), with trained intake personnel and standard multilingual translation services.

To preserve reporter anonymity, the system must apply industry best-practice safeguards (e.g., network-level anonymity, secure session handling, log hygiene, telecom anonymization or voice distortion, etc.) and must not track personal identifiers (e.g., IP address, phone number, etc.).

Accessibility and compliance: the solution must conform to WCAG 2.1 Level AA, ADA, and Section 508, and provide a current VPAT/Accessibility Conformance Report. Security attestations must include a current SOC 2 Type II report available at the time of contract, and the solution is subject to Mason's Data Security Addendum.

Data governance and residency: vendors shall disclose the geographic location(s) of data storage and processing. All data must reside within the United States. Vendors must comply with applicable laws and regulations, including Virginia privacy statutes, NIST 800-53 and FERPA

Operational expectations: the University expects 24/7 availability of the reporting channel(s). Offerors should state uptime commitments, support SLAs (with expected response within ~24 hours for urgent compliance matters), and surge-capacity approaches during crisis events. Offerors should outline their onboarding approach.

Scalability: the system should be capable of handling report volumes consistent with a large, public R1 research university and be scalable with potential growth in submissions and user demand.

Administrative access: University staff will primarily review and manage cases directly within the platform, with export options made available as needed.

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 2.d. below for details on how to submit a redacted proposal). 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.

   An Offeror may not request any of the following be proprietary and/or confidential in their proposal:

   a. Pricing or any calculation used to determine pricing;
   b. A notation or footer on the bottom of every page with "proprietary and confidential;"
   c. Entire contents of company history or executive summary;
   d. A case study, social media post, or billboard already available to the public;
   e. Name of company or firm listed as a reference;
   f. Any resulting Statement of Work (SOW), Order Form, or Invoice.

   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 Mason's Bonfire Portal for all updates and schedule changes. https://gmu.bonfirehub.com

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. A statement simply noting "trade secret" is not a sufficient reason for redaction. 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. Exceptions (if any) to Mason's two-party contract, Attachment B.
   d. Any SOW or supplemental document Mason may be required to sign. See section IV. Final Contract
   e. State your payment preference as required in Bonfire. (See section XVI.)

2. Executive Summary: Submit an executive summary at the beginning of the proposal response not to exceed 3 pages that addresses how the Offeror can meet the university's Statement of Needs as set forth above.

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

   a. Background and brief history of your company.
   b. Names, qualifications and experience of personnel to be assigned to work with Mason.
   c. No fewer than three (3) references that demonstrate the Offeror's qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.

4. Specific Plan (Methodology): Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:

   a. Your approach to providing the services described herein.
   b. What, when and how services will be performed.

5. Proposed Pricing: Provide detailed pricing for any system/software, consulting/services, training, etc. and include the following:
   a. Breakdown separately all recurring and one-time cost associated with your offered solution/system. Pricing should include cost for implementation, integration, support services, training, data transfer, and maintenance. Pricing should be inclusive of all associated costs for this system/solution/service.
   b. Any special pricing, such as additional integrations, user access tiers, etc.
   c. Provide any discounts for volume, multi-year commitment, enterprise-wide licensing etc.

   Rates must include travel-related expenses if Offeror is traveling within a 50-mile radius of Mason's Fairfax campus. If Offeror is traveling from outside a 50-mile radius of the Fairfax Campus, travel will only be reimbursed in accordance with Mason's polices, http://fiscal.gmu.edu/travel/, and GSA per diem rates.

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:

	Description of Criteria	**Maximum Point Value**
1.	Quality, including ease of use, of products/services offered and suitability for the intended purpose	25
2.	Qualifications and experience of offeror in providing the goods/services, including references	25
3.	Specific plans or methodology to be used to provide the services	20
4.	Price Offered	20
5.	Offeror is certified with Virginia SBSD at the proposal due date & time.	10
	Total Points Available:	100

B. AWARD: **Following the initial scoring by the evaluation committee,** at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. ***If oral presentations are conducted Mason will then determine, in its sole discretion, which offerors will advance to the negotiations phase.*** Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Mason shall select the offeror which, in its sole discretion has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should Mason determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Governing Rules §49.D.*).

XIV. ARCHITECTURAL STANDARDS REVIEW BOARD (ASRB) REQUIREMENTS: After conclusion of negotiations/Best and Final Offer (BAFO) but prior to award of a contract (and/or release of funding to procure your solution) your solution/system will be submitted to Mason's Architectural Standards Review Board (ASRB). The ASRB will review your system for security, accessibility (508 compliance, WCAG 2.1 Level AA), ease/ability to integrate with existing systems, etc. The contractor must agree to submit their product/system/software to ASRB and submit any requested information to assist in the review process. ASRB approval is required prior to contract award or funding being released to procure the system/product. ASRB review typically takes six to eight weeks depending on the completeness of submissions and review findings. Vendors must be prepared to provide SOC 2 Type II reports, VPAT and security/architecture documentation, and to respond promptly to ASRB inquiries. The contractor should be prepared to submit any of the following items including but not limited to:

- Data Dictionary identifying the data elements available for use in the product;
- Data integration documentation;
- Architecture diagrams;
- Security documentation, including but not limited to the vendor's SOC 2 Type (preferred) and/or your third-party hosting vendor's SOC 2 Type II (or other equivalent security audit). If you cannot provide this documentation for your organization and/or your third-party hosting vendor, please clearly state as such in your offer. If you have a SOC 2 Type II for your organization (or other equivalent security audit) and/or your third-party hosting vendor but require an NDA in order to release it please state as such in your offer and clearly define which organization (you or your

third-party vendor) you can provide a SOC 2 Type II (or other equivalent security audit) for and a copy of your NDA. If you are providing an equivalent security audit (not a SOC 2 Type II) please clearly define what type of audit you are submitting.

- VPAT, and a useable software demo or "sandbox" for accessibility testing;
- And any single sign-on documentation;
- Additional documentation or items may be requested as needed during the review process;
- The contractor may be asked to answer ASRB questions verbally or in writing.

It is imperative that the contractor comply with these requests in a timely fashion as any delay will result in a delay of contract award. Failure to provide documentation or extended delay may result in negotiations concluding without award

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

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

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

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

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

Option #2- To be paid in 20 days. The vendor may opt to be paid through our Virtual Payables credit card program. The vendor shall submit an invoice and will be paid via credit card on the 20^{th} 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. To sign up for electronic payments, please contact the Paymode-X Enrollment Team at 1-800-331-0974 or email enrollment@paymode-x.com. The enrollment team can assist you with any questions about the enrollment process and setting up the membership.

Please state your payment preference in your proposal response.

XVII. **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.

XVIII. RFP SCHEDULE (Subject to Change): Go to Mason's Bonfire Portal for all updates and schedule changes. https://gmu.bonfirehub.com

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (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 contractfor the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses includebut are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed 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: ____

GEORGE MASON UNIVERSITY

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

ATTACHMENT B – STANDARD 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 __________, 2025 (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.

During the term of this Contract, Contractor may issue Statements of Work ("SOW") to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW's must be on a form approved by Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.

III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. *(or as negotiated)*

IV. **PRICE SCHEDULE:** The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.

Negotiated price schedule will be inserted here.

A.

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 selected from RFP Payment Term Options / Method of Payment.* Contractor shall submit invoices directly to acctpay@gmu.edu and copy the Contract Administrator. Invoices must reference a Mason Purchase Order number to be considered valid. Invoices will only be accepted if submitted after services rendered or goods received. All invoice will be paid Net 30 *(or as selected in Payment Terms / Method of Payment)*, after receipt of invoice in the accounts payable email inbox.

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

A. This signed form;
B. Data Security Addendum (attached);
C. Negotiation Response(s) dated XXXXX (attached);
D. RFP No. GMU-XXXX-XX, in its entirety (attached);
E. Contractor's proposal dated XXXXXX (attached);
F. Contractor's Statement of Work template (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: 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: Prior to any of Contractors employees, agents, or subcontractors (collectively "Personnel") performing services on any Mason campus, Contractor shall, at its sole expense, obtain comprehensive background checks on all Personnel. Such background checks shall include, at minimum: a review of the Personnel's records to include social security number search, local and federal criminal records (any misdemeanor convictions and/or felony convictions), the Sex Offender Registry, and the SanctionsBase+ Search or equivalent. In addition, for sensitive financial work or when operating a motor vehicle in the performance of duties for Mason, the background investigation shall include a credit report or motor vehicle check, respectively. Contractor warrants that all such Personnel have successfully passed these background checks and are qualified to perform the contracted services. Contractor shall maintain records of all background checks and make them available to Mason upon request. Mason reserves the right to deny access to its premises to any Personnel based on the results of these background checks or for any other reason at Mason's sole discretion. Contractor shall immediately remove any Personnel from Mason's premises upon Mason's request. 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. 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 one million dollars ($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 one million dollars ($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 non-payment. The Contractor shall collect the appropriate Tax Identification Number (Either SSN# or EIN#) based on the entity type of the subcontractor. The Contractor shall 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 Mason for work performed by the subcontractor under that contract, except for amounts withheld as allowed by prior notification. Unless otherwise provided under the terms of this Contract, interest shall accrue to subcontractors at the rate of one percent per month. The Contractor shall 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. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of Mason. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

GG. PUBLICITY: Contractor shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the University or its employees except on the specific written authorization in advance by the University. The University must receive all requests for authorization in writing no later than ten (10) days in advance of the use date.

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 Mason for nine (9) 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.

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. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.

3. Mason reserves the right in its sole discretion to perform audits of 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: ________________

Data Security Addendum for inclusion in GMU-GL0123-26 with George Mason University (the "University")

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

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

1. **Definitions**

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

   a. **"Personally Identifiable Information ("PII")"** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
   b. **"University Data"** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
   c. **"Protected Data" means** data identified by University to Selected Firm/Vendor as Protected Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information. 'Protected Data' includes both Highly Sensitive and Restricted categories of data as defined in the University Policy 1114 Data Stewardship.
   d. **"Securely Destroy"** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
   e. **"Security Breach"** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
   f. **"Services"** means any goods or services acquired by the University from the Selected Firm/Vendor.

2. **Data Security**

   a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by the University.

   b. If Selected Firm/Vendor's use of Protected Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. **Employee Background Checks and Qualifications**

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

4. Insurance

a. In addition to the insurance requirements outlined in the Contract, Selected Firm/Vendor agrees to maintain Cyber Liability Insurance in an amount not less than $2,000,000 per incident, for the entire term of the Contract. The Commonwealth of Virginia and the University shall be named as an additional insured.

5. Security Breach

a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Protected Data, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

6. Audits

a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: i) security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls; ii) vulnerability scan, performed by industry-standard and up-to-date scanning technology, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract.

b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.

c. Selected Firm/Vendor must provide the University with its current industry standard independent third-party certification/attestation such as Service Organization Control (SOC) 2 Type II audit report, ISO27001/2 or equivalent, and provide a list of all subservice provider(s) relevant to the contract. The University shall have sole discretion to determine whether the audit report/certification/attestation provided is sufficient to satisfy the requirements of this paragraph. It is further agreed that such industry standard audit report/certificate/attestation, will be made available free of cost to the University, will be provided upon issuance by the auditor on an annual-basis. The report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for these reports, addressing issues raised in the report including if issues have been cited with the subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report. Selected Firm/Vendor agrees to be held legally accountable for the accuracy of any self-attestations provided by the Selected Firm/Vendor towards fulfilling the requirements within this addendum.

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

Selected Firm/Vendor	**George Mason University**
______________________	______________________
Signature	Signature
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

GEORGE MASON UNIVERSITY

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

RFP ADDENDUM NO. 1:

Date:	February 2, 2026
Reference:	RFP # GMU-0202-26
Title:	Anonymous Compliance and Ethics Reporting System
RFP Issued:	February 2, 2026
Proposal Due Date:	March 3, 2026 @ 2:00 PM ET

The following changes are hereby incorporated into the aforementioned RFP:

UPDATE RFP TITLE TO: RFP GMU-0202-26- Anonymous Compliance and Ethics Reporting System

I hereby acknowledge receipt of Addendum No. 1 for RFP # GMU-0202-26- Anonymous Compliance and Ethics Reporting System

____
Offeror/Firm

____
Printed Name of Signer

____
Signature

____
Date

Request for Proposal

GEORGE MASON UNIVERSITY

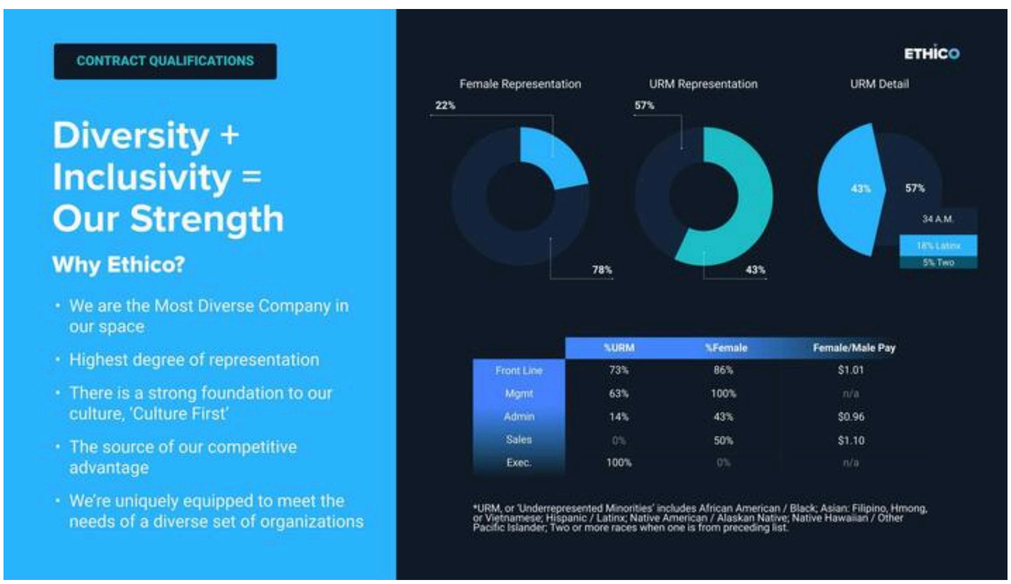
This proposal is being submitted by Tyler Petrucelli, Enterprise Account Executive, on behalf of Ethico, LLC. Contact details are below:

8615 Cliff Cameron Dr., Ste. 290
Charlotte, NC 28269
M. 412-559-2048
E. tpetrucelli@ethico.com

ETHICO

Central to this mission is fostering a socially conscious culture that welcomes diverse perspectives. Our team cares deeply about global issues and making a positive local impact on colleagues, clients, and communities through principled "servant leadership."

Our vision is to partner with organizations to implement confidential reporting mechanisms that give employees and stakeholders a voice, while also maintaining anonymity and security. By keeping this crucial doorway open, our hotline, case management, and follow-up services help leaders obtain and act on integrity insights. We are the most diverse company in this industry and that's important because we believe it's the source of our competitive advantage. We have a majority of female and underrepresented minorities based on employee demographics. The graph at the bottom shows a break out of pay for these groups across all levels of the organization. Even though we don't have an MBE certification, we are a proud minority owned business.



For over 29 years, ComplianceLine LLC, DBA Ethico, has been the premier provider of ethics and compliance solutions, and our goal has always been to provide software and services that give you visibility into what's going on in your organization, and clarity on what to do about it. Ethico's continuous improvement culture affords clients the industry's best tools in the identification of unethical, illegal and questionable behavior. The Ethico team provides specialized Risk and Compliance services through highly trained, tenured, and caring compliance-minded professionals focused on improving the lives of our clients through excellent service.

Ethico serves nearly 1,700 clients, in over 120 different countries, and across various industries including state and local governments, government contractors, Healthcare, Energy, Finance, Higher Education, and many more. With decades of demonstrated success across all levels of government, Ethico has the proven experience and capabilities to enable any state or public agency to enhance compliance and build cultures of integrity tailored to their unique needs. Our biggest differentiators are our commitment to clients, our ability to provide dedicated account representation, our experience serving your competitors, and our deep compliance knowledge and expertise. We are built by Ethics & Compliance for Ethics & Compliance. We have a "clients over everything" approach to customer service that aims at creating raving fans, which means that we are always focused on your needs and satisfaction.

Furthermore, we are proud to be the most diverse ethics and compliance software company in the space, and our valuable thought leadership, such as our weekly webinars and top 2% global podcast, demonstrate our commitment to staying ahead of the curve. Our software platform was recently updated with client feedback, ensuring that it meets the needs of today's compliance and ethics challenges. Our website can be found at https://www.ethico.com.

We are headquartered in Charlotte, NC, USA. The Ethico team is composed of 116 experienced professionals who all undergo thorough background checks prior to hire. We are happy to summarize key details about the management team and account support personnel proposed to serve your organization:

Our leadership team has over 15 years of average industry experience in integrity and compliance services. Several hold advanced certifications including CRCMP, CCEP, CFE, and JD designations. Their expertise spans hotlines, case management, training, analytics, auditing, and more, with a successful track record guiding major corporations, public sector agencies, healthcare networks, and academic institutions.

For daily account management, we assign Senior Client Success Managers who act as trusted advisors and a support team focused on assisting with technical requirements. Services include implementation planning, system configuration, usage reporting, trend analysis, training, and more. We find this dedicated account team approach promotes the strongest partnerships where clients benefit from continuity while also leveraging guidance from our most seasoned subject matter experts.

Section 3.1 | Client Satisfaction

Our dedicated Client Success Managers reach out to clients after implementation to ensure everything is working properly and to their satisfaction. After implementation is complete, we will train all users of the system to make sure they are comfortable with the usage and reporting within the system. All of this will be completed before the system goes live. Quarterly surveys are sent to existing clients inquiring about the quality of service they receive from us, and we request feedback for improvement regularly.

Section 3.2 | Implementation & Support

Set up and implementation begins once we receive the signed agreement and the completed Scope of Service and takes 6-8 weeks for our team to complete set-up. If a client already has a toll-free number and wishes to transfer it to Ethico, the implementation can take an additional two and a half weeks due to the telephone companies. If customizations are needed, the implementation timeline will change based on complexities. The customization is done during the implementation period to mitigate the challenges clients face during the live phase of the product.

Once the contract and scope of service are executed, for a standard setup, the profile, telecom, and integration setups typically occur within 48 hours. After deployment of our services, Ethico has a review process in which we review and test functionality of all systems. For example, Ethico tests the phone line, makes sure a user is able to login to the system, a user is set up according to restrictions, etc. Our dedicated Customer Success Managers reach out to clients after implementation to ensure everything is working properly and to their satisfaction. After implementation is complete, we will fully train all users of the system to make sure they are comfortable with the usage and reporting within the system. All of this will be completed before the system goes live.

Training is completed via Web Meeting and typically takes a couple of hours. This will depend on how many people are being trained and what questions you may have. Your Customer Success manager and a Solutions Specialist will be hosting the training that you receive. A Customer Success manager will be dedicated to you once implementation has been completed and will be able to provide advice on best practices along the way.

Product support is defined as being from 8 am to 5 pm, ET, Monday through Friday. Ethico's support team can be reached toll free via 800-859-8875. An emergency and escalation service can be reached if any solution(s) become unavailable outside of regular support hours or if a client suspects a service outage. Clients can contact Ethico's Escalation Call Center at 800-671-0415 and the on-call IT support and IT management will address the issue. There is web access to the complete history of the problem tickets we have initiated. We are available via email at support@ethico.com. A ticket will be assigned with a team member and will follow-up with you once complete.

HOTLINE

Ethico™ services tailor the calling process to "keep the door open" while maintaining anonymity throughout the call back process. All callers may elect to remain anonymous. Ethico call centers are staffed 24-hours per day, 7 days per week, and 365 days per year. Unique numbers are assigned to every client (can include multiple numbers with unique greetings per line for any customization needs). Ethico differs from other vendors in the market by unique features like no call queues are ever used, every call answered by LIVE operator, customized directives to ensure each call is handled the way you want at no additional cost. Because we can customize directives, questions, assignment rules, location additions -- we are able to quickly adjust and be flexible to meet your unique needs-- without an unexpected cost to implement based on the fact this is included in our standard fees.

New Operators become Certified Risk Specialists by going through 120 hours' worth of training on regulatory requirements and how to handle compliance calls before they get on the phone. This includes eLearning, classroom teaching, call audits, and a final exam. For the first month they are audited by call center managers to evaluate their performance and give real-time feedback before they are allowed to take calls by themselves.

On an ongoing basis, all call center operators are given refresher training and monitored on number of calls taken, time to complete a call, call abandonment rate, and quality of the recorded information. We have a running benchmark report to constantly improve each of these metrics across the call center. Currently, we are at 0.8% call abandonment rate. The industry average is 6-8%. In addition, we have multiple internal KPI teams that monitor every aspect of our business on an ongoing basis. These teams report out monthly to ensure that we are constantly improving. On average, Ethico Risk Specialists have an average of 4 years of industry experience. We provide real-time translations for 240+ languages via over-the-phone interpretation to support the diverse language preferences of your employee population.

MyComplianceReport (MCR)

Our **web-based reporting portal** is optimized for both desktop and mobile devices, providing a secure, encrypted environment for whistleblowers. The intuitive interface uses dynamic, logic-based questioning ensures that reporters provide the most relevant details based on the nature of the incident. Even when reporting anonymously, users receive a unique access key to check status updates and engage in two-way communication with investigators. Available in dozens of languages with WCAG-compliant interfaces to ensure every employee has a voice.

Text Reporting

For employees on the go or in environments where a phone call isn't private enough, Ethico offers a dedicated **text reporting** channel. Reporters can initiate a case via SMS, receiving immediate confirmation and instructions.This channel removes the barriers of traditional reporting, often resulting in higher engagement from younger demographics and field-based staff. Allows for quiet, rapid reporting without the need for an internet connection or a live conversation.

EcoBot Ivy

EcoBot Ivy is our sophisticated conversational chatbot designed to guide reporters through the intake process with empathy and precision. Available 24/7/365, EcoBot eliminates wait times and provides a consistent, guided experience. Utilizing the same rigorous standards as our Certified Risk Specialists, EcoBot asks clarifying questions and gathers evidentiary details in a conversational format. All data captured by EcoBot is instantly formatted into a comprehensive report within the Ethico platform, triggering your organization's specific assignment rules.

Add Case Functionality

The Add Case functionality provides administrators and designated users with a streamlined manual entry point for reports received outside of automated channels. Designed for speed and precision, this feature allows for the immediate documentation of walk-in reports, reports from other University reporting channels, or offline grievances while maintaining the same rigorous data standards as our automated intake streams. By utilizing the same dynamic, logic-based fields found in our web and bot interfaces, the manual entry process ensures that all critical case details are captured consistently, categorized accurately, and instantly routed through your organization's predefined escalation and assignment rules without delay.

MY COMPLIANCE MANAGEMENT or **myCM** is an online ethics and compliance case management application for compliance officers, case managers, and anyone involved in the investigation of possible unethical or questionable behavior. Our intuitive and user-friendly myCM provides the ability to track, report activity, provide responses, run statistical analysis, and view company profile information. MyCM allows clients to create multiple investigations on a case and each investigation can be assigned a particular allegation. Strong passwords are required including minimum password length of 8 characters (use of alphanumeric characters required), password expiration of 90 days, and account lockout after 5 unsuccessful logon attempts.

The platform has fully configurable, dynamic, drillable reports based on all fields, date ranges in the platform and any other predefined filters from the client. You will have the ability to download a full analytic report on the cases including every field within the platform. If requested, our team can generate a custom ***benchmark*** according to industry segments.

Our case management system has the ability to upload multiple documents directly within a case. Clients also have the ability to view web reports as well as incorporate their own internal reports. MyCM provides standard, ad hoc, and presentation made ready reporting. The solution uses a role based approach to allow different levels of access. There are no limitations as to the number of individuals who may be assigned to each access level and there are no limitations on the number of access levels. Users can add comments and notes to a record as well as create custom fields. Audit logs are kept on all actions in each case.

Reporters can enter reports in ANY native language through our web reporting forms. Ethico translates reports from the native language to English and the resolution from English to the Native language. While reports cannot be created from a voice memo, we do offer a cutting-edge EcoBot intake channel for cases to be filed directly through a chatbot. The system will send email notifications for any case changes or updates to anyone who is assigned to a case whether it be an automatic assignment by Ethico or by another user on the system. Some fields can be pre-populated based on a defined set of triggers. Most fields must be entered manually, however, custom templates can be pre-loaded. Our case management platform keeps track of the days a case has been open and you can link cases manually based on any criteria of your choosing.

Multi-factor authentication can be enabled at the company level. In other words, all your users would have to use MFA if enabled. The secondary authentication is a text message, or email. Our online reporting tool ("MCR" which stands for “My Compliance Report”) is mobile friendly. During the implementation process, our professional services team will consult with you to configure the platform based on your workflows and customize the solution to your preferences.

Unique fields and templates will be created for specific allegation types/investigations, and automated alerts or notifications to Investigators will be set up. The platform is fully configurable and has multiple places where users can define their own fields. There is even a section that is 100% customized to the users preference and the types of fields they require. The platform offers multiple choice, free text, drop down, date pickers, radio buttons, and many other questions field types. Dashboards can be customized for each user, so the user can select three widgets to place on their dashboard.The entire system will be set up based on the way that you do business.

EcoReports

ECO Reports provide our clients with the most powerful capabilities in reporting to include "Share Reports", which allows users to create and share reports with set criteria across their user groups. See real-time data analytics evolving before your eyes, making data-driven insight interactive and as up-to-date as it can possibly be. ECO Reports are highly configurable and consist of more pre-built reports. Four examples of pre-built reports are included below:

- Case Status
- Investigation Status
- Investigation Validity
- Category
- Severity
- Subjects Involved, et al

Capability to Upload Relevant Documents for Each Case

Our clients have the ability to attach documents to cases. There is no limit on the number of attachments that can be uploaded in myCM. Each file attachment must be no more than 50mb. Ethico has worked with clients to import data from various systems. We can move your historical data along with attachments (if you require) to our system. We make it a smooth transition for you. To make sure we make it an easy implementation, we will ask for the data ahead of your start date. You will have to reach out to your current vendor to get the extract including the attachments. There is an additional cost for this option and we will need to know the approximate number of cases to be imported along with whether or not attachments are required as well.

Deployment and Change Management

Ethico provides extensive implementation support and system training tailored to your compliance program's unique needs and personnel. Our layered learning options aim to onboard users proficiently while acclimating end-users for smooth adoption.

Standard components include:

- Dedicated kickoff planning with leadership to guide system configuration, policies, and reporting outputs
- Technical integration assistance tapping our solutions architects
- 24/7 helpdesk and account management access during ramp-up
- Video tutorials, user manuals, eLearnings and virtual training reinforcing key concepts
- Supplementary education on best practices as compliance programs evolve
- Additionally, annual refreshers revisit core applications, and provide discussion forums to address any user challenges.

Our goal is to partner long-term so your team feels fully empowered tailoring and scaling ethics initiatives that align to cultural objectives. We invest extensive energy in change management and capability development as we consider ourselves experts in the overall change management process. In addition to always putting our clients first, we are accountable for our actions, quick to respond, and are proud to have the fastest turn-around time in the industry.

Please let us know how we can help realization through hands-on, caring training at milestones that matter most.

Data Storage

Ethico keeps all data within the US and does not utilize offshore data storage methods. Our data centers are Microsoft Azure US East (Richmond, VA) with a DR site in Azure US West (San Francisco, California). Supplemental Backup data backups occur daily using Azure backup as a service. Regulated or confidential scoped data is stored electronically. Passwords and other discrete personal data fields are masked at time of display. All transmission of data (data in transit) is encrypted using **HTTPS/TLS 1.2**.

We have a standard patching schedule (1st Saturday of each month) for system updates. Critical patches would be applied more quickly. We are constantly updating our systems with new features and new updates. All updates are driven by our clients' needs. We develop improvements at a rapid pace and are generally released every 90 days. All upgrades are pushed to our clients free of charge and without any interruption. An email will be sent in advance.

Data Security

Our company's software update policy, including security and privacy protocols/plans. All firewall and other network Access Control List (ACL) rules are reviewed and updated at least quarterly and include identification and removal of networks, sub networks, hosts, protocols or ports no longer in use. Server security standards are reviewed and/or updated at least annually to account for any changes in environment, available security features and/or leading practices. We have a standard patching schedule (1st Saturday of each month) for system updates. Critical patches would be applied more quickly. We are SOC2 certified. Please refer to our Ethico-2025-Type 2 SOC 2-Final.

We have multitenant architecture with separate profiles meaning one company cannot see another company's data due to logical partitions which create invisible walls that keeps your data safely in its own lane. Access levels can only be changed on a case by case basis, preventing any potential data leak. All client data is on our private "cloud" that was developed with a SaaS solution and hosted on IaaS. Our hosting provider (Azure) does not have access to Client data. All records are hosted, stored, and processed within the US. The Client is able to choose their data retention period. If the system goes down, nothing happens to the data that is stored. For the data in-process, manual notes are taken until the system is back up and the notes are properly shredded once the information is entered into the system. Our solution has audit trails, regular data backups, and a disaster recovery and business continuity plan to make sure the data is protected at all times. Ethico also has protections in place for a site-level disaster at the data center

Pricing

Implementation Fees: $1,500
Total Annual Fees: $18,780
Ethico Quote for George Mason University

GEORGE MASON UNIVERSITY

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

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS VASCUPP

REQUEST FOR PROPOSALS
GMU-GL0203-26

ISSUE DATE: February 3, 2026

TITLE: Anonymous Compliance and Ethics Reporting System

PRIMARY PROCUREMENT OFFICER: Grace Lymas, Assistant Director
SECONDARY PROCUREMENT OFFICER: Katherine Sirotin, Director

QUESTIONS/INQUIRIES: Submit all inquiries through Mason's Bonfire Portal, no later than 4:00 PM Eastern Time (ET) on February 10, 2026. **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 by 5:00 PM ET on February 19, 2026.

PROPOSAL DUE DATE AND TIME: March 3, 2026 @ 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.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message individuals at your organization that have interacted in Bonfire for this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has individually logged into the system and either downloaded documents, submitted your proposal or asked a question.

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: ComplianceLine, LLC
DBA: Ethico
Address: 8615 Cliff Cameron Dr, Ste 290
Charlotte, NC 28269
FEI/FIN No. 35-2564802
Fax No. N/A
Email: tpetrucelli@ethico.com

Date: Mar 02, 2026
By: Tyler Petrucelli
Signature
Name: Tyler Petrucelli
Title: Enterprise Account Executive
Telephone No. 412-559-2048

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

SWaM Certification Number: ____

Check the box next to the option that applies to your proposal submission. See section IV. Final Contract for additional information.

☐ **Option 1:** Full Acceptance:
1. We have reviewed Mason's Standard Contract and all related documents.
2. We have no proposed changes.
3. We understand that if we are advanced to negotiations, no contract exceptions, redlines, vendor documents, or additional terms will be considered, unless proposed by Mason.

☒ **Option 2:** Proposed Exceptions and/or Additional Documents Submitted:
1. We have reviewed Mason's Standard Contract and all related documents.
2. We have included a list of proposed exceptions and/or redlined contract documents with our proposal.
3. We understand that if we are advanced to negotiations, no additional contract exceptions, redlines, vendor documents, or additional terms will be considered beyond what has been submitted with our proposal, unless proposed by Mason.

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 pro4012hibited by state law relating to discrimination in employment.

CERTIFICATE *of* SIGNATURE

REF. NUMBER
MPBWV-YTAUR-DJHDA-BZXZV

DOCUMENT COMPLETED BY ALL PARTIES ON
02 MAR 2026 15:27:41 UTC

SIGNER	TIMESTAMP	SIGNATURE
TYLER PETRUCELLI EMAIL TPETRUCELLI@ETHICO.COM	SENT 02 MAR 2026 15:27:40 SIGNED 02 MAR 2026 15:27:41	Tyler Petrucelli IP ADDRESS 68.95.102.145 LOCATION CHARLOTTE, UNITED STATES

GMU-GL0202-26 - Anonymous Compliance and Ethics Reporting System

1. Are you and/or your subcontractor currently involved in litigation with any party?

   No

2. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.

   None. N/A.

3. Please list all lawsuits that involved your firm or any subcontractor in the last three years.

   None. N/A.

4. In the past ten (10) years has your firm's name changed? If so, please provide a reason for the change.

   ComplianceLine LLC officially rebranded as Ethico in October 2022.

   The change was not just a new name but a strategic shift to reflect the company's evolution from a traditional "hotline" provider to a comprehensive technology platform for corporate integrity.

   Legal Business Name: ComplianceLine LLC, dba Ethico

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: ComplianceLine, LLC dba Ethico

Preparer Name: Tyler Petrucelli **Date:** Mar 02, 2026

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 contractfor the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses includebut are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed 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: ____