



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

**INTERNATIONAL EMPLOYER OF RECORD SERVICES
GMU-1424-17**

This Contract entered on this 6th day of May, 2019 by iWorkGlobal LLC, hereinafter called "Contractor" (located at 595 Market Street, Suite 1275, San Francisco, CA 94105) 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 Employer of Record Services for the Human Resources/Payroll and International Tax Offices of George Mason University as set forth in the Contract Documents.
- III. **PERIOD OF CONTRACT:** One (1) year from date of Contract execution with nine (9) successive one-year renewal terms.
- IV. **PRICE SCHEDULE:** As set forth in Attachment A
- V. **CONTRACT ADMINISTRATION:** Sue Tinsman, Acting Deputy Director of HR/Payroll and Faculty/Staff Life, Human Resources/Payroll, shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrators shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. iWorkGlobal International Agreement (attached);
 - B. This signed form.
- VII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ 23.1-1000 et seq.) of Title 23.1 of the Code of Virginia, and in particular § 23.1-1003 of the Restructuring Act ("Memoranda of Understanding"), and the "*Governing Rules*" and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- VIII. **CONTRACT PARTICIPATION:** It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

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

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

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

IX. 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 vendor.
- C. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to

sign on behalf such Party.

- H. BACKGROUND CHECKS: Contractor's employees must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in Administrative Policy Number 2221 – Background Investigations, the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel and terminate this Contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 30 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. Additionally, any contract cancellation notice shall not relieve George Mason of the obligation to pay iWorkGlobal on all outstanding invoices for services performed to date.
- J. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- K. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- L. COMPLIANCE WITH LAW: All goods and services provided to Mason shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
- M. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information which may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification number, non-directory information and any other information protected by state or federal privacy laws will be collected and held confidential, 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. The Contractor shall utilize, access, or store personally identifiable information as part of the performance of this Contract in a secure environment and immediately notify Mason of any breach or suspected breach in the

security of such information. Contractor shall allow Mason to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. If Contractor provides goods and services that require the exchange of personal identifiable information the following Data Security Addendum shall apply and be incorporated into this Contract: <http://fiscal.gmu.edu/wp-content/uploads/2017/04/Data-Security-Addendum.pdf>

- N. **CONFLICT OF INTEREST**: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- O. **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.
- P. **DRUG-FREE WORKPLACE**: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- Q. **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.

R. **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:

(i) **notify** Mason (by sending an email to export@gmu.edu), and

(ii) **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.

- S. FORCE MAJEURE: Mason will not be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond Mason's control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.
- T. 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.
- U. INDEMNIFICATION: 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, 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 the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- V. 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.
- W. INFORMATION SECURITY: In cases where the contractor will store, process or transmit credit card data for the University, contractor represents and warrants that for the life of the contract and while contractor 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. Contractor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Contractor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor 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. Contractor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the contractor in the event contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.
- X. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at George Mason University. The University wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. You agree to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason University.
- All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason University shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.
- Y. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term

of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured.

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
 2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
 3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
 4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, Workers' Compensation, and Commercial Automobile Liability Insurance.
- Z. 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.
- AA. 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).
- BB. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- CC. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- DD. 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/>.
- EE. 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.
- FF. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- GG. 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.
- HH. 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.
- II. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver

of such right.

iWorkGlobal LLC

By:

Jeff Mohan
Signature

5/7/19
Date

Name: *Gregory Mohan*

Title: *General Counsel*

George Mason University

By:

James F. Russell
Signature

5-7-19
Date

Name: James F. Russell

Title: Director, Purchasing

ATTACHMENT A

iWorkGlobal International Agreement

This Agreement (“Agreement”) is entered into and effective as of May 6, 2019, between **iWorkGlobal LLC**, a Delaware Limited Liability Company, located at 595 Market Street, Suite 1275, San Francisco, CA 94105 (“iWorkGlobal”), and **George Mason University**, an educational institution and agency of the Commonwealth of Virginia (“Client”), located at 4400 University Dr, Fairfax, VA 22030.

1. Services Provided.

iWorkGlobal and Client agree that iWorkGlobal shall provide the services to Client as set forth in Exhibit A. Fees related to the services are set forth in Exhibit B.

2. Term and Termination.

The Term of this Agreement is one (1) year and shall commence on the date of execution. This Agreement shall renew on an annual basis for nine (9) successive one-year terms with written notice of the Client's intention to renew which shall be given at least sixty (60) days prior to the expiration of each Term. This Agreement may be terminated by Client or iWorkGlobal upon either party first giving the other party not less than sixty (60) days written notice of termination. This agreement may also be terminated immediately upon material breach, default or non-performance by either party. Notice shall be deemed given on the date that it is received either by hand delivery, mail, or electronic mail. Upon Termination of this Agreement, Client shall remain responsible for payment of all outstanding iWorkGlobal services incurred up to the effective date of Termination. All services up to the effective date of Termination shall be invoiced promptly for payment by Client.

3. Confidential and Proprietary Information.

3.1 Definition of Confidential Information. “Confidential Information” means any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, source code, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, employee lists, workforce procedures, internal forms or other business information disclosed by Client or iWorkGlobal or otherwise received, developed or derived during the performance of the Services, either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment. Where the Confidential Information has not been reduced to written or other tangible form at the time of disclosure, and such disclosure is made orally or visually, such information shall be deemed to be Confidential Information only if it is verbally identified as confidential or proprietary at the time of disclosure, and summarized by the Disclosing Party in writing after disclosure and transmitted to the Receiving Party within ten calendar days of such disclosure.

3.2 Use of Confidential Information. To the extent permitted by law, including the Virginia Freedom of Information Act (“VFOIA”), iWorkGlobal and Client shall hold all Confidential Information of the other Party in the strictest confidence and shall not, during or subsequent to the term of this Agreement, use the other Party's Confidential Information for any purpose whatsoever other than the performance on behalf of Client of the Services. Further, iWorkGlobal and Client shall not disclose the other Party's Confidential Information to the other Party's employees, except on a need to know basis, to third parties, who are under no less than the same confidentiality obligations to which the parties are committed hereunder, or as required by law, including the VFOIA. It is understood that such Confidential Information shall remain the sole property of the disclosing Party. The Parties further formally agree to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information including, but not limited to, executing a mutual nondisclosure agreement containing provisions in the disclosing Party's favor substantially similar to Section 3.4 (“Confidentiality”) of this Agreement. Confidential Information does not include information which (i) is independently known to a Party at the time of disclosure to the other Party

as evidenced by written records of the receiving Party, (ii) has become publicly known and made generally available through no wrongful act of a Party or a third party having the obligation to maintain the confidentiality of the same, or (iii) has been rightfully received by a Party from a third party who is authorized to make such disclosure.

3.3 Nondisclosure of Confidential Information. To the extent permitted by law, including the VFOIA, each Party agrees that they will not (i) disclose any Confidential information without the other party's express prior written approval or (ii) improperly use or disclose any proprietary information or trade secrets of any former or current client or other person or entity with which they have an agreement or duty to keep in confidence information acquired in confidence, if any. iWorkGlobal will not bring onto the premises of Client, any unpublished document or proprietary information belonging to any employer, person or entity unless consented to in writing by such employer, person or entity.

3.4 Return of Confidential Information. Upon the termination of this Agreement, or upon a Party's earlier request, a Party shall deliver to the other all of other's property and Confidential Information in tangible form that it may have in its possession or control, to the extent permitted by law. In addition, Parties agree that it would be impossible to measure and calculate damages from any breach of the covenants relating to confidentiality. Parties also agree that remedies at law for any such breach therefore are not fully adequate and that the injury caused by any such breach constitutes irreparable harm. Accordingly, Parties agrees that if a breach or threatened breach of obligations relating to proprietary rights and/or any or all obligations relating to confidentiality, the harmed Party may have, in addition to any other available right or remedy, the right to obtain an injunction from any court of competent jurisdiction restraining any such breach or threatened breach and specific performance of any and all such covenants and obligations.

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

4. Compliance with Data Protection Legislation. Both Parties shall comply with their obligations under any applicable Data Protection Legislation. iWorkGlobal shall be the Data Controller of any Employee personal data. Each party shall provide reasonable assistance, information and cooperation in connection with Employee personal data to the other to ensure compliance with the other's obligations under Data Protection Legislation and to ensure that compliance can be demonstrated.

5. Warranty.

5.1 iWorkGlobal and Client, to the extent permitted by Virginia law, acknowledge and represent that they comply fully with all applicable federal, state and local laws and regulations in the United States and in other applicable foreign local jurisdictions relating to its business. This warranty shall not, however, constitute a waiver of Client's sovereign immunity.

5.2 iWorkGlobal and any of its personnel acting on its behalf, have the skill, training, expertise, knowledge and experience to perform the services required of it hereunder in a reasonably competent and professional manner. iWorkGlobal has sufficient personnel and equipment available to perform such services within the milestones, timelines and time frames specified in this Agreement.

6. Security Deposit (not applicable).

7. Limitation of Liability.

In no event shall either party be liable for any indirect, incidental, special or consequential damages of any type or nature arising out of or associated with this agreement even if such party has been advised of the possibility of such damages, except to the extent that such arises from a Party's breach of its confidentiality obligations hereunder. Notwithstanding any other provisions of this agreement, but without abrogating the full extent of the Parties' obligations under this agreement, in no event shall either party's

aggregate liability to the other party in connection with this agreement, exceed an amount equal to the total amount of fees paid by Client in the twenty-four (24) month period preceding the claim.

8. The Parties Are Separate Legal Entities.

iWorkGlobal and Client are separate and independent legal entities. Nothing contained in this Agreement shall be deemed to constitute a relationship of agent, representative, partner, joint venture or employee for the other Party for any purpose. It is the intention of the Parties that iWorkGlobal perform the services required of it hereunder as an independent contractor for Client. iWorkGlobal, and not Client, shall be responsible for the hiring, supervision, discipline and control of its employees, and in no event shall iWorkGlobal or its employees be considered or act as employees, agents, joint ventures, or partners of Client. iWorkGlobal will be solely responsible at all times for its acts or the acts of its agents and employees. iWorkGlobal shall be responsible for obtaining, at its expense and in its name, all licenses and permits usual or necessary for conducting the services pursuant to this Agreement.

9. Assignment.

Neither Party may assign or transfer their rights or obligations under this Agreement without the written consent of the other Party, provided that either party may assign or transfer such rights or obligations to any affiliated entity controlled or under common control with such Party. This Agreement shall inure to the benefit of the permitted successors and assigns. No waiver, amendment or modification of any provision of this Agreement shall be effective unless consented to by both Parties in writing. The rights and liabilities of the parties hereto will bind and inure to the benefit of their successors, executors or administrators; provided that Client has specifically contracted for iWorkGlobal's services, iWorkGlobal may not assign or delegate its obligations under this Agreement either in whole or in part, whether by operation of law or otherwise, without the prior written consent of Client. Client shall be entitled to assign this Agreement to a successor to all or substantially all of its assets, whether by sale, merger, operation of law or otherwise. Any permitted assignee or transferee shall agree in writing to comply with all the terms and restrictions contained in this Agreement. Any attempted assignment in violation of the provisions of this Section will be void. Client agrees to work solely and directly with iWorkGlobal, and not with any of iWorkGlobal's agents, during the term of this Agreement.

10. No Third Party Beneficiaries.

The terms of this Agreement and a Party's performance of its obligations hereunder are not intended to benefit any person or entity not a party to this Agreement. The consideration provided by a Party under this Agreement only runs to the other Party. No person or entity not a party to this Agreement shall have any rights hereunder or the right to require performance by either Party.

11. Nonsolicitation.

The Parties acknowledge and agree that information about iWorkGlobal and Client, including technology and the way Parties conduct their business, is Confidential Information and constitutes protected trade secret information. For the term of the Agreement and one year after, Client will not directly solicit iWorkGlobal's Partner to enter into an agreement with Client for iWorkGlobal's Partner to provide the same or similar services to Client as the Services provided by iWorkGlobal under the Agreement. For purposes of this Agreement iWorkGlobal's Partner means the third party company/entity that iWorkGlobal has subcontracted to provide certain services to Client under the Agreement.

12. Compliance With Applicable Law.

iWorkGlobal and Client, to the extent permitted by Virginia law, agree to comply with all applicable federal, state, county and local laws in the United States and other applicable foreign jurisdictional laws in satisfying their obligations under this Agreement, including but not limited to, measures relating to working time and compensation of workers, workplace health and safety issues, mandates relating protected leaves, compensation for workplace injuries and/or illnesses and employment discrimination laws, as they apply in a specific jurisdiction. Parties agree they will not unlawfully discriminate against any applicant or any workers

providing services per the terms of this agreement, on the basis of sex, race, age, disability, religion, national origin or any other legally protected basis. iWorkGlobal further agrees to use its best efforts to comply with applicable laws regarding the timely payment of all taxes (e.g., self-employment, social, income, sales, and other applicable state and federal taxes in the United States and applicable taxes and benefit laws based on local foreign legislation). Parties further agrees they will comply with all United States Department of Commerce and other United States export control laws and regulations as well as the laws specific to the country, region, and local jurisdiction. Parties agree not to produce or distribute any software, products or technical data in any country where such production or distribution would be unlawful. Nothing in this agreement shall constitute a waiver of Client's sovereign immunity.

14. Notices.

Any notices required or permitted by this Agreement shall be in writing and shall be addressed to the other party at the address shown at the beginning of this Agreement, with a copy to Client's Legal Department, or such other address of which such party may notify the other and shall be deemed given upon hand delivery or mail transaction.

15. Modification/Waiver.

This Agreement may not be amended, modified, waived, or changed in any respect except as agreed in writing and signed by iWorkGlobal and Client. A waiver by either party of any term or condition of this Agreement shall not be deemed or construed to be a waiver of any other term or condition of this Agreement. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of any such term or condition for the future, or of any subsequent breach thereof.

16. Severability and Interpretation.

In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision or portion thereof shall be considered separate and apart from the remainder of this Agreement, and the other provisions shall remain fully valid and enforceable.

17. Survival.

Parties agree that provisions of Articles 3-7, 11-12, and 16 shall survive termination or expiration of this Agreement. All other rights and obligations of the parties shall cease upon the effective date of such termination or expiration.

18. Entire Agreement.

This Agreement sets forth the entire agreement and understanding between iWorkGlobal and Client, with respect to the subject matter hereof and supersedes any and all other agreements, written or oral, that the parties heretofore may have had with respect to the subject matter herein.

19. Force Majeure.

Neither party shall be liable for any loss or damage or be deemed to be in breach of this Agreement to the extent that performance of its obligations or attempts to cure any breach under this Agreement are delayed or prevented as a result of any event or circumstance beyond its reasonable control, including without limitation, war, invasion, act of foreign enemy, act of terrorism hostilities, civil war or rebellion (whether war be declared or not), or act of God; then, for a duration of such circumstance, or for a period of thirty (30) days, whichever is shorter, either party may suspend the Term by providing written notice of such to the other party. If the force majeure lasts more than thirty (30) days, Client may terminate this Agreement by providing written notice of such to iWorkGlobal.

20. Interpretation of Agreement.

This Agreement shall be interpreted in accordance with the plain meaning of its terms and not for or against either of the parties.

21. Governing Law.

This Agreement shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Agreement shall be brought before an appropriate court in the Commonwealth of Virginia.

[Rest of page intentionally blank]



George Mason University

Client

4400 University Drive

Address

Fairfax, VA 22030

Address 2

James F. Russell

By

James F. Russell / Director, Purchasing

Print Name / Title

5-7-19

Date

iWorkGlobal LLC

Company

595 Market Street, Suite 1275

Address

San Francisco, CA 94105

Address 2

Geoffrey Mohun

By

Geoffrey Mohun / General Counsel

Print Name / Title

5/7/19

Date

EXHIBIT A

SERVICES

1. iWorkGlobal Services:

1.1 iWorkGlobal Services shall include, but not be limited to Global Employment of Record Services, "EOR" a third party local entity, placed as intermediary in an existing employee-employer relationship. The EOR is charged with carrying out the legal and regulatory requirements of immigration, employment and payroll, but does not participate in day to day work activity.

In essence, the EOR is the registered employer for the worker, but does not have any supervisory or management role vis a vis the employee's position. The original employer maintains the substantive work relationship, making all decisions on compensation, position duties, projects and termination.

Specifically, EOR is the legal entity that:

- Arranges all visas and work permits for the employee, avoiding delays or refusals
- Provides a registered entity for running a local, compliant payroll inside the country
- Meets all host country labor laws pertaining to local contracts and worker protections
- Advises the client of required notice periods, termination rules, severance pay and is the host country interface between the employee and government authorities.
- Each Service shall be provided subject to the terms and conditions of this Agreement. Client agrees that certain Services or parts thereof may be subcontracted by iWorkGlobal to its chosen Partners.

1.2 Client acknowledges that iWorkGlobal's Global Partners shall use reasonable care and skill consistent and in compliance with the industry practice, custom and law in the relevant local jurisdiction.

1.3 iWorkGlobal will use all reasonable efforts to supply the Services in conformance with the dates and times as requested and per compliance with local law. Dates listed in Pricing Quote are estimates and not exact dates.

1.4 iWorkGlobal shall ensure that all employees providing services to Client are informed of and appropriately trained in all applicable policies of Client and all applicable laws, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"). iWorkGlobal will report to the Client any violations of Client's policies or applicable laws and will take other appropriate actions with regard to the employee.

1.5 Client agrees that all notices, disciplinary processes and other employment-related matters must be affected via and through iWorkGlobal's Partner. Client agrees to notify iWorkGlobal sufficiently in advance of changes such that iWorkGlobal's Partner may reasonably contact or notify the employee, authorities or other relevant parties, respecting any notice periods required by law, agreement or best practice or any matters which may confer on the Client a right to terminate the Agreement. Client will be responsible for any additional costs arising from the Client's failure to comply with the obligations contained in the above clause. Client agrees not to make any payments relating to the assignment directly to the employee without the express written permission of iWorkGlobal.

1.6 Client shall be responsible for any costs owed to an employee relating to or arising from any engagement undertaken directly or indirectly by the employee with or for the Client prior to the beginning of the employee's engagement with iWorkGlobal. Should any such prior engagement exist, the Client agrees to reimburse to iWorkGlobal in accordance with the payment terms of this Agreement any and all costs and fees incurred by iWorkGlobal relating to or arising from such prior engagement, along with iWorkGlobal's own fees; such costs and fees may include, without limitation, additional remuneration, accrued statutory leave, seniority benefits, termination indemnity, rights and obligations gained as a result of deemed employment, and loss of earnings or status, whether perceived or actual, of the employee as well as any employer's costs, contributions,

taxes or similar relating to arising from the foregoing. For the avoidance of doubt engagement shall mean engagement in any form including but not limited to as an employee, a worker or an independent sub-contractor whether directly or via one or more third parties.

1.7 Client agrees to inform iWorkGlobal of any performance issues and confirms that upon request they will carry out performance reviews on each employee, on behalf of iWorkGlobal's Partner, and provide details to iWorkGlobal.

1.8 Client shall take reasonable precautions to avoid any loss, injury, damage or costs arising out of any act or omission by the Client or its employees or agents during the supply period; or a third party, in relation to any loss, injury, damage or costs arising out of any act or omission of an employee in the course of carrying out the Services.

1.9 Client agrees and confirms that should it be necessary to terminate an employee, they will provide no less than five business days' notice prior to any legally required notice periods set forth in the country where services are being performed and before any action is taken or brought to the attention of the employee. In addition, Client shall be responsible for any fines and penalties due to noncompliance with required notice periods. Client agrees that they will follow the guidance given to them by iWorkGlobal in respect of the termination and adhere to all associated regulation in the country of work.

EXHIBIT B

PRICING

This Attachment sets out the Fees (exclusive of taxes) and certain other details for each local jurisdiction.

Jurisdiction Pricing:	Set Pricing Schedule will be billed to Client as set forth in Appendix A which will vary per iWorkGlobal placement.
Price Increases:	iWorkGlobal reserves the right to adjust price to reflect changes in laws that affect Employer Burden, upon written notice to Client.
Currency:	\$USD only.
Currency Conversion:	Shall be paid by Client.
Correspondence Addressed to:	iWorkGlobal 595 Market Street, Suite 1275, San Francisco CA, 94105
Acceptable Payment Method:	iWorkGlobal shall enroll in Paymode-X where all payments will be made electronically to iWorkGlobal's bank account. For additional information or to sign up for electronic payments, go to http://www.paymode.com/gmu .
Payment Terms:	Net 30.
Employee Pay Frequency:	In compliance with local jurisdictional requirements.

Notes

1. Prices in all Jurisdictions shall not include:

- Registration of new workers / de-registration of workers with government authorities.
- Additional services outside of normal payroll processing (e.g. manual payments, courier fees, translation fees, local fees).
- Distribution of payslips / distribution of reports to more than one location.

EXHIBIT B

Appendix A

Pricing Schedule (Sample)

EMPLOYER OF RECORD (EOR)							
Country	Pay Rate	Employer Burden (%)	Deposit	Setup Fee	Markup (%) or Minimum Fee	Expense Markup (%)	VAT (%)

Notes:

1. Required statutory accruals are not included in the markup or fees.
2. Employer Burden includes required employer taxes and any associated costs of employing in country.
3. Deposit is a one-time, per worker fee.
4. Setup Fee is a one-time, non-refundable, per worker fee.
5. Markup % includes local supplier and iWorkGlobal fees for services.
6. Minimum Fee is the minimum charge per worker, per month.
7. Expense processing indicates whether there is a separate fee for processing expenses when they are processed with pay. VAT is applied to expenses.
8. VAT, if applicable is applied to the full invoiced amount. It applies to pay, employer burden, minimum fee and markup.

Pricing is based on the following parameters:

- Number of Workers:
- Expat or Local:
- Job Title:
- City:
- You Have an Entity in This Country:
- Start Date:
- Length of Project:
- Typical Weekly Hours:
- Engagement Includes Travel:
- Pay Rate:

SAMPLE INVOICE PRICING

ITEM	AMOUNT	DETAILS
Annual Salary		
Monthly Salary		= Annual Salary / 12
Employer Burden (%)		
Monthly Burden		= Monthly Salary * Employer Burden %
Burdened Salary		= Monthly Salary + Monthly Burden
Markup (%)		
Markup Amount		= Burdened Salary * Markup %
Substitute Amount		If markup, above, is less than minimum fee of \$ substitute this amount for the markup
Subtotal		= Burdened Salary + Markup Amount
VAT (%)		
VAT Amount		
Estimated Monthly Invoice		= Burdened Salary + Markup Amount + VAT Amount
Estimated Monthly Invoice (USD)		

Worker is paid in local currency. All fees & markups are invoiced in USD.

Pricing is valid for 30 days. Quote expires / /2019.

The conversion rates set forth herein reflect approximations and are for informational purposes only. These rates will vary from the actual conversion rates reflected in your monthly billing. As such, you agree that the conversion rates set forth in your monthly billing shall be the rate payable by you.