



Purchasing Department
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<http://fiscal.gmu.edu/purchasing>

STANDARD CONTRACT
GMU-1506-18

This Contract entered on this 06th day of February by Interfolio, Inc. hereinafter called "**Contractor**" (located at 1400 K. Street NW. 11th Floor, Washington, DC 20005) 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 a technology solution (system or software) for faculty activity reporting and collaboration, and creation of electronic dossiers for promotion and tenure. The project name is Faculty Activity Collaboration Tool (FACT) for George Mason University (herein after referred to as "Mason," or "University"). George Mason University is an educational institution and agency of the Commonwealth of Virginia. as set forth in the Contract Documents.
- III. PERIOD OF CONTRACT:** Three (3) Years with Seven (7) one (1) year optional contract renewals
- IV. PRICE SCHEDULE:** Attachment A – Pricing Schedule (attached to standard contract). Pricing outlined below for initial three (3) year, base, period:

| Product | Year 1 | Year 2 | Year 3 |
|--|---------------------|---------------------|---------------------|
| Faculty Activity Report Annual Subscription | \$74,638.50 | \$74,638.50 | \$74,638.50 |
| FAR Implementation Training & Support | \$58,978.88 | NA | NA |
| Annual Account & Project Management Services | NA | \$10,000.00 | \$10,000.00 |
| On-site Training | \$4,000.00 | \$0.00 | \$0.00 |
| Review, Promotion and Tenure | \$62,305.00 | \$62,305.00 | \$62,305.00 |
| RPT Implementation Training & Support | \$9,945.75 | \$0.00 | \$0.00 |
| Data Integration Services | \$10,000.00 | NA | NA |
| TOTAL | \$219,868.13 | \$146,943.50 | \$146,943.50 |

- V. CONTRACT ADMINISTRATION:** Kim Eby, Associate Provost for Faculty Affairs and Development shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrators shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator,

however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

VI. METHOD OF PAYMENT: Net 30 Payment Terms

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

- A. This signed form;
- B. Data Security Addendum dated February 6, 2019 (incorporated herein by reference);
- C. Interfolio's Master License & Software Agreement (incorporated herein by reference);
- D. Interfolio's Negotiation Responses dated October 29, 2018 and Best and Final Offer Documents dated November 16, 2018 (incorporated herein by reference);
- E. RFP No. GMU-1506-18, in its entirety (incorporated herein by reference);
- F. Contractor's proposal dated August 02, 2018 (incorporated herein by reference);

VIII. GOVERNING RULES: This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§ 23-38.88 et seq.) of Title 23 of the Code of Virginia, and in particular § 23-38.90 of the Restructuring Act, referred to as the "*Governing Rules*" and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>

I. 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(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

II. 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:** In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. **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. The executed Data Security Addendum for Standard Contract, GMU-1506-18, dated December 13, 2018 shall apply and be incorporated into this Contract.
- 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. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may cancel the contract and/or procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. 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.

R. **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.

S. **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.

T. **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.

U. **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.

V. **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 NEGLIGENCE ACTS OR OMISSIONS of 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.

W. **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.

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. **LIMITATION OF LIABILITY**: Mason will not limit liability in instances where the Contractor's negligence leads to damage of personal property, death (loss of life), or in instances where the contractor's negligence leads to a data breach and loss of personally confidential information.
- BB. **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).
- CC. **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.
- DD. **RENEWAL OF CONTRACT**: This Contract may be renewed by the University for seven (7) optional, one (1) year, renewal terms. The Contractor agrees to waive any price escalations for years one (1) through three (3) of this contract. Price increases may be negotiated only at the time of renewal. Every year thereafter, if Mason opts to renew, pricing increases shall not exceed 4% per annum and must be approved by the Contract Administrator (CA) and Contracting Officer (CO)/Buyer, prior to renewal. Mason acknowledges that Renewal Options for Years four (4) through ten (10) will need to be calculated based on the number of faculty employed at George Mason at that time. This may lead to an adjustment (up or down) to the total subscription price based on this number. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

- EE. 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/>."
- FF. SOC/SSAE18: To facilitate compliance with SSAE18, vendor must provide George Mason University with its most recent SOC report and that of all subservice provider(s) relevant to this contract. It is further agreed that the SOC report, which will be free of cost to George Mason University, will be provided annually, within 30 days of its issuance by the auditor, and no later than February 1. The SOC report should be directed to Mrs. Peaches Nicholls at pnicholl@gmu.edu or other representative identified by the University. Vendor also commits to providing George Mason University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by George Mason University in relation to the SOC report.
- GG. 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.
- HH. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- II. 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.
- JJ. 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.
- KK. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

Interfolio, Inc.

By:


Noah Rosenberg (Feb 7, 2019)

Signature

Name: Noah Rosenberg

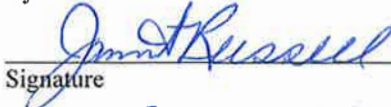
Title: CFO

Feb 7, 2019

Date

George Mason University

By:


Signature

Name: JAMES F RUSSELL

Title: DIRECTOR

2-6-19
Date



02/06/2019

INTERFOLIO

Anthony Morris
Sales Director

anthony.morris@interfolio.com

CUSTOMER

Kimberly Eby
Associate Provost for Faculty Development and Director
George Mason University
4400 University Dr
Fairfax, VA 22030-4444
United States
keby1@gmu.edu

INTERFOLIO, INC.
1400 K Street NW
11th Floor
WASHINGTON, DC 20005

Thank you for considering Interfolio for your hiring, promotion, and/or faculty activity reporting needs. The pricing in this Order Form is void if not executed by Customer by 02/15/2019. Capitalized terms used but not defined on this Order Form shall have the meaning given such terms in the Agreement.

Product Descriptions

Faculty Activity Reporting

Annual subscription license includes access to the Interfolio Faculty180 software application, which includes Faculty Activity Reporting and Analytics Dashboards.

FAR Implementation, Training & Support

Standard implementation package includes needs assessment, initial setup, and administrator training. Additional fees may apply to implementation work beyond the standard scope of work. See Statement of Work for additional details.

On-site Training

Dedicated on-site training sessions for system administrators and users. Expenses for flight & accommodations invoiced separately. Quantity/Days: 2

Review, Promotion and Tenure

Annual subscription license includes all review, promotion, and tenure cases at George Mason University.

RPT Implementation, Training & Support

Standard implementation package includes needs assessment, initial setup, and administrator training. Additional fees may apply to implementation work beyond the standard scope of work.

API Integration/Data Transfer

Service includes initial data consultation, mapping, and loading of data from two university systems. Other services may be contracted as needed.

ATTACHMENT A – PRICING SCHEDULE (INTERFOLIO ORDER FORM) 02-06-2019

| | | | | |
|---|-----------|---------------------|---------------------|---------------------|
| Faculty Activity Reporting | Net Price | \$74,638.50 | \$74,638.50 | \$74,638.50 |
| FAR Implementation, Training & Support | Net Price | \$58,978.88 | | |
| Annual Account & Project Management Service | Net Price | | \$10,000.00 | \$10,000.00 |
| On-site Training | Net Price | \$4,000.00 | \$0.00 | \$0.00 |
| Review, Promotion and Tenure | Net Price | \$62,305.00 | \$62,305.00 | \$62,305.00 |
| RPT Implementation, Training & Support | Net Price | \$9,945.75 | \$0.00 | \$0.00 |
| Data Integration Services | Net Price | \$10,000.00 | | |
| TOTAL: | | \$219,868.13 | \$146,943.50 | \$146,943.50 |

Term:

- The term begins upon execution of the GMU standard contract ("Effective Date") and extends for three consecutive one-year periods.
- This agreement will continue to apply as long as the Term under the Order Form remains in effect, unless earlier terminated by either Customer or Interfolio as set forth herein (the "Term").

The Service Includes:

- A designated Interfolio Project Manager during implementation.
- Customer support for your users, applicants, and candidates via Scholar Services team.
- Unlimited Users.

Notes:

- The first invoice will be sent upon full execution of GME standard contract. Subsequent invoices will be sent on the first day of the following term years.
- The license granted herein provides access for Customer's main campus only. Remote campuses, specialty schools (such as medical, law, graduate schools, etc.), international campuses, and continuing education units are not included in this license and may require additional fees for access.

Interfolio is provided as a software-as-a-service. This Order Form is governed by the terms of the GMU Contract Terms and Conditions and Solicitation General Terms and Conditions, as negotiated and attached hereto, the GMU Data Security addendum as negotiated and attached hereto, and the Interfolio License and Services Agreement as negotiated and attached hereto, including any Statements of Work or additional amendments to the terms as noted above. You are acknowledging that you have been given the opportunity to review and agree to such terms, which are hereby incorporated herein by reference.

Standard Contract GMU-1506-18 Interfolio - 02-07-19 Fully Executed

Final Audit Report


2019-02-07

| | |
|-----------------|--|
| Created: | 2019-02-07 |
| By: | Tess Frazier (tess.frazier@interfolio.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA7tHyAvCxVNNerALuf1GXA3LNV1ToGhLJ |


"Standard Contract GMU-1506-18 Interfolio - 02-07-19 Fully Executed" History

 Document created by Tess Frazier (tess.frazier@interfolio.com)

2019-02-07 - 1:26:42 PM GMT- IP address: 108.51.171.152

 Document emailed to Noah Rosenberg (noah.rosenberg@interfolio.com) for signature

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2019-02-07 - 1:43:45 PM GMT- IP address: 100.15.193.52

 Document e-signed by Noah Rosenberg (noah.rosenberg@interfolio.com)

Signature Date: 2019-02-07 - 1:43:58 PM GMT - Time Source: server- IP address: 100.15.193.52

 Signed document emailed to anthony.morris@interfolio.com, Jack Dilanian (jack.dilanian@interfolio.com), Tess Frazier (tess.frazier@interfolio.com), and Noah Rosenberg (noah.rosenberg@interfolio.com)

2019-02-07 - 1:43:58 PM GMT