



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



**REQUEST FOR PROPOSALS
 GMU-1687-21**

ISSUE DATE: September 15, 2020
TITLE: Interactive Collaboration & Content Sharing Tool
PRIMARY PROCUREMENT OFFICER: Katherine Sirotin, Assistant Director, ksirotin@gmu.edu
SECONDARY PROCUREMENT OFFICER: Michele Rogers, Senior Buyer, mroger19@gmu.edu

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on September 22, 2020. All questions must be submitted in writing via e-mail. Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM EST on September 25, 2020. Note: Questions must be submitted via email and reference the words "Question" and "RFP GMU-1687-21" in the Subject Line of the email. Failure to include these keywords may result in your Question not being received or answered. The offeror is responsible for confirming that their Questions were received by Mason by the deadline. Mason is not responsible for any emails that fail to send or be received due to size, firewalls, network/connectivity issues, etc.

PROPOSAL DUE DATE AND TIME: October 08, 2020 at 2:00PM (EST). **SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.** A public opening will not be held. Late proposals will not be accepted.

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: VoiceThread, LLC Date: 10/7/2020
 DBA: VoiceThread
 Address: PO Box 970533, Boca Raton FL 33497*0533

By: 
 Signature

FEI/FIN No. 20-3982543 Name: Lisa M Barry
 Fax No. 253-785-0036 Title: VP of Enterprise Sales
 Email: inquiries@voicethread.com Telephone No. 708-949-6509

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

SWaM Certification Number: _____

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules*, § 36 or against a Bidder/ Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

A. Procedural information:

1. Return signed cover page and all addenda, if any, signed and completed as required.
2. Return Attachment A - Small Business Subcontracting Plan. **This will be signed upon award.**
3. State your payment preference in your proposal response. (See section XVI.) **The preference is Purchase Order.**
4. Review and if necessary, provide any exceptions/red-lines to Mason's Attachment B – Sample 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. If you intend to amend our contract to include your Master Software/Services Agreement or any additional terms and conditions, please provide a copy of that document with your proposal. **VoiceThread's Standard License Agreement is attached and can be negotiated with GMU's Attachment A.**
5. Provide your organization's VPAT (this can be attached as an Appendix and will not count towards your Proposal page limit.) **Attached**
6. Provide your organization's SOC II Type 2 for your firm (a SOC II Type 2 for your web hosting environment is not sufficient). If you do not have a SOC 2 Type II for your organization/firm (or only have one for your third party hosting/data center – such as Amazon Web Services) please clearly state that information in your proposal. **VoiceThread does not have SOC 2. Our cloud host is Amazon Web Services and their SOC 2 is available on their webpage. VoiceThread has penetration testing done. If GMU will sign a NDA, VoiceThread can release the latest results.**

B. General firm background and information:

1. Provide a background and a brief history of your firm. **VoiceThread has been in business since 2008. VoiceThread is a cloud-based application that brings your media into collaborative spaces where others can engage using voice, video, or text commenting. The results are highly interactive and engaging conversations that combine stronger human presence with the flexibility of an asynchronous learning environment. VoiceThread integrates directly within your LMS courses and the grade center via LTI to make the experience for instructors and students seamless.**
2. Describe your firm's specialty areas, and their size. **VoiceThread provides a cloud based software solution for asynchronous learning objectives.**
3. Describe your firm's location and organization structure. Provide additional detail related to offices likely to serve Mason. **VT employees approximately 20 individuals. With the exception of the development team that works out of an office in Durham NC, all employees work virtually and sit coast to coast.**
- 4.

C. Proposal – Technical and Functional Elements of Proposed Software Solution(s):

1. **VoiceThread meets Mason's statement of needs by integrating via LTI in Blackboard.**
 - a. **Integration provides auto account creation, single sign-on, an assignment builder and grading interface. VT provides a scalable, hosted, web-based environment for faculty and students to asynchronously create, post, and access interactive, multimedia presentations and permit users to comment on these presentations using text, audio, or video.**
 - b. **Deep linking is in place with LTI 1.3**
 - c. **VT has role recognition within auto account creation.**
 - d. **VT accepts all standard media formats, including video (.mov, .wmv, .avi, .mp4), audio (.mp3 and .wav), images (.jpeg, .gif, .png, .bmp), presentations (.ppt, .pptx), and text (.doc, .docx, .pdf, xls, .xlsx, .rtf). Users are allowed to export completed presentations in standard file formats. Export credits are unlimited.**
 - e. **Additional authentication methods include LDAP, Shibboleth, ADFS, Active Directory and Google Apps for Education. Bulk upload of users is also permitted.**
2. **VT meets 508 and Web Content Accessibility Guidelines (WCAG 2.0 AA) for accessibility and compliance standards to ensure equity and access of Mason's faculty and students**
 - a. **Allow for screen-readers and other accessibility tools**
 - b. **Video formats and all Audio Comments are machine captioned by AWS automatically. An editing tool is available to all users if needed.**
 - c. **Support for foreign languages and non-Western alphabets is not available as AWS does not offer language detection at this time**
 - d. **Voluntary Product Accessibility Template (VPAT) is attached**
 - e. **Offer strong reliability, including high uptime percentage at 99.8%**
3. **Outline your firm's experience and capabilities:**

- VT has over 1000 clients globally. In the US, VT serves over half of the top 100 Colleges and Universities ranked by US News. A list of clients as related to your peer institutions can be provided upon request.
4. VT will provision the license with your Blackboard team. LTI takes approximately 10 minutes to enter the key and secret and VT will complete the connection and perform testing with Mason's Bb admin team. A 30 day integration trial is available upon request for IT testing and vetting of the platform.

D. Pricing/Costs:

DRAFT

VoiceThread
P.O. Box 970533
Boca Raton FL 33497-0533



George Mason University
Charles Kreitze
4260 Chain Bridge Road
Fairfax VA 22030

Quote # 935259
Quote Date August 18, 2020
Quote Total (USD) \$47,500.00

Item	Description	Unit Cost	Quantity	Line Total
Higher Education Site License [HSL03]	Site License: - Pro level accounts for all faculty & basic accounts for all students - Management portal	38,000.00	1	38,000.00
Platinum Service [STP23]	- Unlimited integrations - Automated closed captioning for all audio and video - Integration with 3rd-party closed caption services - Zoom and/or Kaltura integration - Universal app for screen readers - 4 training sessions - 4-hour email/phone support - Unlimited exports - License analytics - Advanced security controls - 99.9% uptime guarantee - Customized training resources - Customized SLA and/or security documentation - Customized media source integration (Renews annually) [STP23]	9,500.00	1	9,500.00

Quote Total (USD) \$47,500.00

E. References:

1. VoiceThread is a sole source provider. References are available upon request with the permission of the University to reveal their specific contract details.
2. If GMU has a list of peer Universities, VoiceThread can identify who also has contracted VT and seek their permission.

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. 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 only Section A of this form.
- B. If you are not a DSBSD-certified small business, 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 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 DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that 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.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Subcontract #1

Company Name: _____ SBSB Cert #: _____

Contact Name: _____ SBSB 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: _____



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**ATTACHMENT B – SAMPLE CONTRACT
GMU-1687-21**

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.

If you take exception to any of the terms below please clearly mark which terms you take exception to and provide your red-lines, comments, questions, etc. as part of your offer. As an entity of the Commonwealth of Virginia (a government agency) GMU cannot agree to indemnify a vendor, limit liability in instances of negligence on the part of the vendor (including instances of data breach and loss of Mason’s sensitive/PCI/PII data), waive our right to a jury trial, agree to mandatory arbitration, or the Governing Law/Jurisdiction of another state. GMU reserves the right to reject your proposal or rescind a contract offer/award if you require the University to waive their sovereign immunity or if contract negotiations result in protracted discussions of terms.

This Contract entered on this ___ day of _____ 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 an Interactive Collaboration & Content Sharing Tool (Software/System) for the Office of Digital Learning Department of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** To Be Negotiated. Preferred Period is a Standard Contract Period of Performance is One (1) Base Year with Nine (9) Optional One Year Renewals.
- IV. **PRICE SCHEDULE:** As negotiated
- V. **CONTRACT ADMINISTRATION:** TBD 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:** As negotiated
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed form;
 - B. Data Security Addendum dated XXXXX, in its entirety (incorporated herein by reference);
 - C. RFP No. GMU-1687-21, in its entirety (incorporated herein by reference);
 - D. Contractor’s proposal dated XXXXXX (incorporated herein by reference);
 - E. Negotiation Responses dated XXXXX (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 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and in particular § [23.1-1003](#) of the Restructuring Act (“Memoranda of Understanding”), and the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **CONTRACT PARTICIPATION:** As negotiated. It is the intent of this Contract to allow for cooperative procurement.

Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

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

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

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

X. STANDARD TERMS AND CONDITIONS:

- A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. ANTI-DISCRIMINATION: By entering into this Contract Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the

particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- 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 INVESTIGATIONS: In accordance with Mason's [Administrative Policy Number 2221, Background Investigations](#), Contractor shall ensure that its employees have successfully completed the appropriate background investigation and possess all needed qualifications to comply with the terms of the Contract prior to the start of their work assignment/service. The background investigation must include a Social Security Number Search, Credit Report, 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, National Sex Offender Registry search, and search of the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury). 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 60 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 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. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
 2. George Mason University may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the George Mason University's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present George Mason University with all vouchers and records of expenses incurred and savings realized. George Mason University shall have

the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to George Mason University within thirty (30) days from the date of receipt of the written order from George Mason University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by George Mason University or with the performance of the contract generally.

- 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 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*.
- 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 agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.

- 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. **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.
- Q. **DEFAULT:** In the case of failure to deliver goods or services in accordance with any resulting contract terms and conditions, George Mason University, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which George Mason University may have.
- R. **DRUG-FREE WORKPLACE:** During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

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

- S. **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.

T. **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.

- U. 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.
- V. 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.
- W. 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 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.
- X. 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.
- Y. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at George Mason University. The University wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason University.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason University shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

- Z. 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.

- AA. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.

Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

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

- EE. RENEWAL OF CONTRACT: **AS NEGOTIATED** 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.
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.

- 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. 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.

- 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. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- JJ. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
 3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
 4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
 5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.

6. If Contractor will have access to University Data that includes “education records” as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a “school official” with “legitimate educational interests” in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason’s and its end user’s benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
7. Mason may require that Mason and Contractor complete a Data Processing Addendum (“DPA”). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

KK. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason’s investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who’s PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.

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

Mason reserves the right in its sole discretion to perform audits of Contractor, at Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

LL. 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.

- MM. 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.
- NN. 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 Standard Contract GMU-1687-21 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 a Contract or Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of Sensitive University Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

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

1. Definitions

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

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

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Sensitive University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption. Additionally, Selected Firm/Vendor warrants that all Sensitive University Data shall be Securely Destroyed, when destruction is requested by University.
- b. If Selected Firm/Vendor’s use of Sensitive University Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Contractor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys’ fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

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

4. Security Breach

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

5. Audits

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor’s security policies, procedures and controls; ii) vulnerability scan, performed by a scanner approved by the University, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
- b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
- c. AICPA SOC Report (Type II)/per SSAE18: Vendor must provide the University with its most recent Service Organization Control (SOC) audit report and that of all subservice provider(s) relevant to the contract. It is further agreed that the SOC report, which will be free of cost to the University, will be provided annually, within 30 days of its issuance by the auditor. The SOC report should be directed to the appropriate representative identified by the University. Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.

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

Selected Firm/Vendor

George Mason University

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

VoiceThread License Agreement

This Agreement (“Agreement”) is entered into by and between VoiceThread, LLC (“VoiceThread”) and _____ (“University”) as of _____ (the agreement date.) In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Background and Purpose

VoiceThread provides a hosted, web-based environment for creating, posting, and accessing interactive, multimedia presentations and for permitting defined users to comment on these presentations using text, audio, video or digital ink (collectively, the "VoiceThread System").

University is an institution that wishes to use the VoiceThread System in connection with its mission by permitting Authorized Users (as defined below) to create, transmit, access, use, and distribute data and information, including images, text, and audio and video content (collectively, the "Content") hosted on the VoiceThread System.

This Agreement sets forth the terms and conditions which govern University's right to access and use the VoiceThread System. Additional license terms covering the type, functionality, and number of licenses for the VoiceThread System will be set forth in Order Forms that incorporate this Agreement by reference and which University may execute from time-to-time during the Term.

Use of the VoiceThread System by University and its Authorized Users is also subject to the terms of use attached hereto as Attachment A (the "Terms of Use").

2. Definitions

"Authorized Users" means any or all of the following categories of persons designated by University to access and use the VoiceThread System: (a) individuals officially affiliated with University (such as staff, faculty, enrolled students, volunteer staff, and affiliated researchers); (b) individuals not officially affiliated with University but who have an educational or scholarly or similar association with University (such as visiting researchers, lecturers, and support staff); (c) individuals physically present in the facilities of University; and (d) other individuals authorized by University.

"Effective Date" means the date of the Order Form.

"Intellectual Property Rights" means any and all trademarks and trademark applications, issued patents and patent applications, copyrights and copyright registrations and applications, rights in ideas, designs, works of authorship, derivative works, and all other intellectual property rights, moral rights, and/or rights of publicity.

3. Grant of License

VoiceThread hereby grants to University and its Authorized Users a nonexclusive, nontransferable license (a) to access and use the VoiceThread System; (b) to transmit Content to the VoiceThread System; (c) to access, display, reproduce, distribute, download, use and make performances of the Content.

4. Access and Use

4.1 Permitted Uses. University may make its Content and other public content on the VoiceThread System available to Authorized Users for use in connection with University's mission, including without limitation, for (a) classroom instruction and related classroom activities; (b) student assignments and research; (c) research activities of faculty, scholars, and curators; (d) public display or public performance as part of a presentation, such as in an educational, cultural, or scholarly seminar, class, lecture, conference, exhibit, or workshop, or a similar activity; (e) use in a student, faculty, or curatorial portfolio, including public display thereof; and/or (f) use in research or a dissertation.

4.2 Prohibited Uses. University and/or Authorized Users shall not: (a) knowingly upload, post, display, make performances of, or otherwise make available, distribute, reproduce or use any Content that violates or infringes any third party right or that violates any international or domestic, federal, state or local law, statute or regulation; (b) knowingly upload, post, transmit or otherwise make available, display, make performances of, distribute, reproduce, or use any Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (c) circumvent, disable, or override any encryption features or other protections in the VoiceThread System; and/or (d) use the VoiceThread System in any way that is not authorized under this Agreement.

4.3 Limitation on VoiceThread Use. VoiceThread shall have no right to use (other than for the purposes of complying with its obligations under this Agreement) or distribute (other than to University and Authorized Users) the Content. VoiceThread will ensure that the Content on the VoiceThread System is accessed and used only by University and Authorized Users.

4.4 Fair Use and Other Exceptions to the US Copyright Laws. Nothing in this Agreement should be construed or interpreted to limit those uses of Content that are permitted under the fair use, educational exceptions, or other provisions of the US copyright or other intellectual property rights laws, and it shall not be a breach or violation of this Agreement if University uses Content in a manner permitted under such provisions of U.S. copyright or other intellectual property laws.

4.5 Electronic Access. Content will be stored at one or more locations in digital form and accessible by telecommunications links between such locations and University and/or Authorized Users' workstations. VoiceThread shall make the VoiceThread System available online in digital form to University and Authorized Users within a reasonable time from VoiceThread's receipt of an executed copy of this Agreement.

4.6 Withdrawal. University may withdraw Content from the VoiceThread System at any time by giving written notice to VoiceThread. Upon withdrawal, VoiceThread shall ensure that such Content is not accessible on the VoiceThread System, and VoiceThread shall have no rights with respect to such Content.

5. Security, Privacy and Usage Data

5.1 Security. The parties shall cooperate to protect the VoiceThread System and the Content from any use that is not permitted under, or is a violation of, this

Agreement and/or the Terms of Use, and to educate and inform Authorized Users of the Terms of Use. The parties shall take reasonable steps to effectuate all reasonable security procedures required to protect the security of the VoiceThread System and the Content.

5.2 Privacy Policy. The parties shall cooperate in the implementation of security procedures as they are developed. The Privacy Policy set forth in the Terms of Use may be amended from time to time by VoiceThread, provided that such changes shall only take effect following 30 calendar days after written notice has been sent to University. Should University object to such changes, the parties agree to mutually cooperate to address the concerns of both parties and to reach mutually agreeable changes (if any) to the Privacy Policy and, if they are unable to agree to such changes, either party may terminate this Agreement upon written notice to the other.

5.3 Violation or Suspected Violation. Each party agrees to notify the other party promptly upon learning or being notified of any violation or suspected violation of this Agreement or of the Terms of Use, and to investigate and cooperate fully and promptly in investigating such known or suspected violations, and to take other measures that the parties deem mutually appropriate in any case involving knowing and willful violations.

5.4 Usage Data. VoiceThread may monitor activity and use of the VoiceThread System by University and/or Authorized Users consistent with VoiceThread's Privacy Policy solely to protect the VoiceThread System against unauthorized uses and to learn about the uses made by users of the VoiceThread System. The parties shall not disclose to others data from which an individual could be identified, unless such disclosure is reasonably necessary for pursuing a claim or investigation concerning major alleged violation(s) of the Terms of Use or is in response to a subpoena, court order, or other legal proceeding. VoiceThread agrees to provide periodically usage data to University.

5.5 Safe Harbor. VoiceThread complies with the U.S.-EU Safe Harbor Framework and the U.S.-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland. VoiceThread has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view VoiceThread's certification, please visit <http://www.export.gov/safeharbor/>.

5.6 FERPA Compliance. VoiceThread agrees that it may create, receive from or on behalf of University, or have access to, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). VoiceThread represents, warrants, and agrees that it will:

1. Hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by University in writing;
2. Safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which VoiceThread protects its own confidential information;
3. Continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement;
4. Not read the contents of any such files it receives with FERPA Records in the VoiceThread Service, except as necessary to process the transaction thru the system or store the data as part of Service;
5. Use FERPA Records only for the purposes for which they were intended;
6. After providing a copy formatted pursuant to University's reasonable requirements (if requested during the sixty day period described below), destroy all FERPA Records when the Agreement expires or terminates within sixty (60) days of such expiration or termination; and
7. At the request of University, provide University with a written summary of the procedures VoiceThread uses to safeguard the FERPA Records.

5.7 Compliance with Applicable Law, including the GDPR. VoiceThread will comply with all state, federal and other data security, privacy, marketing, consumer protection and other laws that apply to the Use of the University Data and will not cause University or any University client to be in violation of any such applicable laws. VoiceThread acknowledges and agrees that it may act as a "Processor" of "Personal Data" (as defined in GDPR) for University under this Agreement and that all applicable requirements of the GDPR are incorporated by reference as material terms of this Agreement. VoiceThread represents and warrants that (1) it is aware of and understands its compliance obligations as a "Processor" under the GDPR; (2) it will maintain its EU-US Privacy Shield certification as indicated in Section 5.5 ; and (3) with regard to its obligations under this Agreement, it shall comply with all applicable requirements of the GDPR

6. Fees

University shall make payments to VoiceThread, under the terms set forth in Attachment B, for the license granted herein.

7. Term and Termination

7.1 Term of Agreement. This Agreement shall continue in effect from the Effective Date and shall remain in effect for ___ year(s) unless renewed in writing by the parties or terminated early in accordance with Section 7.2.

7.2 Termination. In addition to the other rights of termination set forth in this Agreement, in the event that either party believes that the other party has materially breached any obligations, representations, or warranties under this Agreement, such party shall so notify the breaching party in writing. The breaching party will have 60 days from the receipt of such notice to cure the alleged breach and to notify the non-breaching party in writing that such cure has been effected. If the breach is not cured within the 60-day period, the non-breaching party shall have the right to terminate the Agreement upon written notice. University may terminate this Agreement without cause upon not less than 90 days written notice before the end of the then-current term, and effective upon 5 business days after the date of such notice, this Agreement would terminate.

7.3 Access to Content Upon Termination. Upon the termination or expiration of this Agreement, and in the absence of another agreement executed between the

parties, VoiceThread shall, at the request of University, remove the Content from the VoiceThread System, including any copies of Content stored on servers or existing in any other form.

8. Notices

All notices given pursuant to this Agreement shall be in writing and may be delivered by hand or by overnight carrier and shall be deemed received upon such delivery, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested, unless an alternate form of notice is expressly permitted herein or a different notice period is specified. Notice shall be addressed and delivered to the persons and addresses set forth below. If any notice is sent by facsimile, confirmation copies must be sent. Either party may from time to time change its notice information by written notice to the other party:

To University:

To VoiceThread:

	VoiceThread
	P.O. Box 970533
	Boca Raton FL 33497-0533

9. Representations, Warranties, and Disclaimers; Limitations on Liability

9.1 Authority to Enter into Agreement. Each party represents and warrants that it has the authority to enter into this Agreement, and to bind that party to the terms and conditions herein. Each party further represents and warrants that it has caused this Agreement to be executed by a duly authorized representative.

9.2 Maintain Security. VoiceThread represents and warrants that it shall exert reasonable efforts to maintain sufficient security with respect to any and all IP addresses, usernames, passwords, and/or users' email addresses provided by University or its Authorized Users such that such information will only be used as needed for making available the VoiceThread System or to investigate or prevent suspected violations of law.

9.3 Availability of VoiceThread System. VoiceThread shall make reasonable efforts to provide continuous availability of the VoiceThread System. University recognizes that the VoiceThread System may not be available from time to time due to maintenance of the server(s), the installation or testing of software, the loading of enhancements or other features, and downtime relating to equipment or services outside the control of VoiceThread including but not limited to public or private telecommunications services or internet nodes or facilities.

9.4 VoiceThread SLA. During the Term of the applicable VoiceThread Agreement (the "Agreement"), the VoiceThread Service will be operational and available to Customer at least 99.9% of the time in any calendar month (the "VoiceThread SLA"). If VoiceThread does not meet the VoiceThread SLA, and if Customer meets its obligations under this VoiceThread SLA, Customer will be eligible to receive the Service Credits described below. This VoiceThread SLA states Customer's sole and exclusive remedy for any failure by VoiceThread to meet the VoiceThread SLA.

Definitions. The following definitions shall apply to the VoiceThread SLA.

- "Downtime" means, for a domain, if there is more than a five percent user error rate. Downtime is measured based on server side error rate.
- "VoiceThread Services" means the VoiceThread web app, html Universal app, or mobile app.
- "Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- "Service" means the VoiceThread Services
- "Service Credit" means the following:

Monthly Uptime Percentage	Days of Service added to the end of the Service term at no charge to Customer
< 99.9% - >= 99.0%	3
< 99.0% - >= 95.0%	7
< 95.0%	15

Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify VoiceThread within thirty days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by VoiceThread to Customer for all Downtime that occurs in a single calendar month shall not exceed fifteen days of Service added to the end of Customer's term for the Service (or the value of 15 days of service in the form of a monetary credit to a monthly-billing customer's account). Service Credits may not be exchanged for, or converted to, monetary amounts.

VoiceThread SLA Exclusions. The VoiceThread SLA does not apply to any services that expressly exclude this VoiceThread SLA (as stated in the documentation for such services) or any performance issues that resulted from Customer's equipment or third party equipment, or both (not within the primary control of VoiceThread).

9.5 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, VOICETHREAD DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL, OR WRITTEN), INCLUDING, WITHOUT LIMITATION ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.6 Limitations on Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING. IN NO EVENT SHALL THE TOTAL COLLECTIVE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT EXCEED THE AGGREGATE FEES PAID OR OWED BY University UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. The warranty disclaimer and limitations of liability set forth in this Agreement shall apply irrespective of any failure of essential purpose of any limited remedy.

10. Miscellaneous

10.1 Governing Law; Jurisdiction. This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Florida, excluding any such laws that might direct the application of the laws of another jurisdiction. Any dispute arising hereunder shall be subject to the exclusive jurisdiction of the federal and State courts located in Palm Beach County, Florida, and each party hereby submits to the jurisdiction of, and waives any objection to venue in, any such court for purposes of adjudicating any such dispute.

10.2 Entirety of the Agreement. The terms and conditions of this Agreement supersede all prior oral and written Agreements between the parties with respect to the subject matter of this Agreement and shall constitute the entire Agreement between the parties with respect to the matters contained herein. To the extent there is any conflict between this Agreement and the Terms of Use, this Agreement shall govern. This Agreement shall not be modified or amended except by writing duly executed by authorized representatives of the parties.

10.3 No Assignment and No Third Party Beneficiary Rights. Neither party to this Agreement shall assign, transfer, subcontract, or sublicense this Agreement or any of the rights and obligations hereunder, without the prior consent of the other party except in connection with a merger or sale of all or substantially all of the assets of the assigning party. This Agreement has been executed for the sole benefit of the parties that are signatories to this Agreement and is not intended for the benefit of any third party. The parties expressly disclaim the creation of any third party beneficiary rights under this Agreement and agree that no third party shall have any rights under this Agreement.

10.4 No Agency, Joint Venture or Partnership. Nothing contained herein shall be deemed to create an agency, joint venture, or partnership relationship between the Parties.

10.5 Waiver or Invalidity of any Provision or Breach. Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. If any provision or provisions of this Agreement are held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10.6 Counterparts. This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement.

IN WITNESS THEREFORE, the parties have caused this Agreement to be executed as of the Agreement Date.

VoiceThread

University

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

VoiceThread License Agreement - Attachment A - Terms of Use

Basic Terms

1. University is responsible for all transactions that occur from within the account or under the screen name of any of its Authorized Users. University and its Authorized Users are responsible for keeping passwords secure. University must immediately notify VoiceThread of any breach of security or unauthorized use of the account of any Authorized User. VoiceThread is not liable for losses caused by unauthorized use of any account, and University may be liable to VoiceThread or others for such unauthorized use.
2. Neither University, nor any of its Authorized Users, may use the VoiceThread System for any illegal, illicit, or unauthorized purposes. All Authorized Users must comply with all local laws regarding online conduct and acceptable content.
3. University is responsible for any and all content (data, text, information, screen name, graphics, photos, profiles, audio, video clips, links, or any information that you contribute to the VoiceThread System) that any of its Authorized Users submit, post, create, and display on the VoiceThread System.
4. Neither University, nor any of its Authorized Users, shall modify, adapt, or impair any service on the VoiceThread System or its derivative products or services.
5. Neither University, nor any of its Authorized Users, shall transmit, construct, or provide means to send unwanted email messages to any VoiceThread user or use the VoiceThread Service to convey unsolicited or unwanted emails to external users.
6. Neither University, nor any of its Authorized Users, shall transmit any code, worms, or viruses or destructive code to the VoiceThread Service or hosts such code on the VoiceThread Service.
7. Neither University, nor any of its Authorized Users, may post any content that violates the copyright, trademark or other intellectual property rights of VoiceThread or a third party.
8. Violation of these terms by an Authorized User can result in the immediate termination of such Authorized User's VoiceThread account and the removal of all associated content
9. University understands and agrees that VoiceThread cannot be responsible for the Content posted by users on the VoiceThread Service and that Authorized Users may be exposed to inappropriate materials as a result.

VoiceThread respects the intellectual property of others, and we ask you and our users to do the same. VoiceThread may disable and/or terminate an Authorized User's account if VoiceThread determines that the user is violating applicable copyright or other intellectual property rights of VoiceThread or any other third party.

10. The VoiceThread Service may contain links by third party websites that are not owned, affiliated, or controlled by VoiceThread. VoiceThread has no control over and assumes no responsibility for content, policies, or practices of any third party website. Moreover, VoiceThread cannot edit or censor any of the content provided by these third party sites. By using the VoiceThread Service, University and its Authorized Users are relieving VoiceThread from any and all liabilities arising from use of these third party websites.

Contributions Suggestions to VoiceThread

By submitting ideas, suggestions, documents, and/or proposals ("Suggestions") to VoiceThread through its suggestion or feedback mechanisms, University acknowledges and agree that: (a) its Suggestions do not contain confidential or proprietary information; (b) VoiceThread is not under any obligation of confidentiality, express or implied, with respect to the Suggestions; (c) VoiceThread shall be entitled to use or disclose (or choose not to use or disclose) such Suggestions for any purpose, in any way, in any media worldwide; (d) VoiceThread may have something similar to the Suggestions already under consideration or in development; (e) University's Suggestions automatically become the property of VoiceThread without any obligation of VoiceThread to you; and (f) University is not entitled to any compensation or reimbursement of any kind for Suggestions from VoiceThread under any circumstances.

Privacy Policy

VoiceThread Service is a media sharing platform which provides Authorized Users with an easy way to publish and share media online, adding meaningful metadata and commentary to media.

Information Collection and Use Practices

- Personal information is provided by the user or institution and is limited to first name, last name, and email address. K-12 students under Ed.VoiceThread do not enter any information themselves, and fictitious email addresses and pseudonyms may be used.
- By default, all content that you create is private unless the Authorized User chooses to make it public. An Authorized User can choose to make his or her media and commentary public for anyone to access, restrict access to a limited number of other VoiceThread users, or keep his or her media and comments private so only you can access them.

Information Sharing and Disclosure Practices

- VoiceThread does not sell or share personal information with any third party for their commercial or marketing purposes.
- VoiceThread may provide personally identifiable information to employees, consultants, affiliates or other businesses or persons for the purpose of processing such information on its behalf. In such circumstances, VoiceThread requires that these parties agree to protect the confidentiality of such information and to comply in all respects with this Privacy Policy.

- VoiceThread may share non-personally-identifiable information (such as anonymous User usage data, referring / exit pages and URLs, platform types, number of clicks, etc.) with interested third-parties to assist them in understanding the usage patterns for certain content, services, advertisements, promotions, and/or functionality on the Website.

- In addition, VoiceThread may release personally identifiable information to respond to a court order, subpoena, or search warrant.

- In the event that VoiceThread is acquired by or merged with a third party entity, it reserves the right to transfer or assign the information it has collected from users as part of such merger, acquisition, sale, or other change of control, provided the successor entity is subject to these same commitments for the previously collected information.

- An Authorized User can specify whether or not you want your media to be accessible to the public, accessible to a select few, or private (only you can access them with your VoiceThread ID and password).

Practices Regarding an Authorized User's Ability to Update or Delete Information

- Individuals may always access, correct, and delete personal information. Institution administrators may also do this on behalf of their Authorized Users.

- Authorized Users may delete individual media and comments that they have on the VoiceThread Service by selecting the media and the comments that they wish to delete, then clicking the delete button. Or an Authorized User can delete any of their own VoiceThreads by going into the 'options' tab and clicking delete.

- An Authorized User can visit his or her VoiceThread Accounts and Identities area to edit his or her profile, default privacy settings for media and comments, and more.