



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

**CONTRACT
GMU-1700-21-08**

This Contract entered on this 15th day of April 2021 by Deloitte Consulting LLP hereinafter called “Contractor” (with an office located at 901 East Byrd Street, Suite 820, Richmond, VA 23219) 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 certain services (“Services”) as mutually agreed upon by the parties in separate written statements of work (each, a “SOW”), executed by duly authorized representatives of Contractor and Mason. All rights and obligations of Contractor and Mason hereunder shall be deemed to apply to such SOW as if fully set forth therein.
- III. **PERIOD OF CONTRACT:** One year from date of contract execution with four (4) successive one-year renewal options.
- IV. **PRICE SCHEDULE:** George Mason Rate Card FINAL v3.pdf
- V. **CONTRACT ADMINISTRATION:** Brian Gantt, Finance Director, Information Technology Services, bgantt@gmu.edu shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrators shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** Net 30, Paymode-X
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed form;
 - B. The Data Security Addendum executed April 15, 2021
 - C. The applicable SOW;
 - D. George Mason Rate Card FINAL v3.pdf
 - E. RFP No. GMU-1700-21-, in its entirety (incorporated herein by reference);
 - F. Contractor’s proposal dated January 22, 2021 (incorporated herein by reference).
 - G. Negotiation Responses dated April 12, 2021 BAFO and April 2, 2021 Round 1 (incorporated herein by reference).

In the event of any conflict between the terms of this Contract and any other Contract Documents, the terms of this Contract shall control. Notwithstanding the immediately preceding sentence, in the event that an SOW expressly provides that certain provisions therein shall control over specified provisions of this Contract, then, to the extent that such provisions of the SOW conflict with the specified provisions of this Contract, such provisions of the SOW shall control.

- 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 applicable to Contractor in its performance of the Services hereunder 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 billing and payment books, records, and other documents relative to the fees and expenses incurred in performing the Services under this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Upon reasonable advance notice, during normal business hours, Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period to the extent reasonably necessary to substantiate payment made under this Contract.
- 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 Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully (based on Contractor's policies) completed a criminal background check prior to the start of their work assignment/service. The criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, 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 five years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract for convenience, without penalty, for any reason, 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 for convenience, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party.

A SOW may be terminated by a party, for cause, by giving 30 days' prior written notice to the other party, provided that the breaching party does not cure the breach within the notice period. Contractor may terminate this Contract, any SOW or any part of the Services, upon written notice to Mason, if Contractor determines that the performance of any part of the Services would be in conflict with law, or independence or professional rules. Upon any termination of any SOW, Mason shall pay Contractor for all Services performed through the effective date of termination of such SOW.

Any termination of the Contract shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding SOWs executed prior to the effective date of cancellation that are in existence at the effective date of such termination and under which the Services have not been completed, however no new SOWs may be executed after the effective date of any termination of this Contract. If any SOW is terminated pursuant to this Contract, this Contract shall continue to apply to all SOWs that have not been terminated.

- J. CHANGES TO SCOPE OF WORK: The parties may agree in writing to modify the scope of a SOW. 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 SOW .
- 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: N/A.

M. COMPLIANCE: Contractor, as applicable to it in its performance of the services provided to Mason under this Contract, shall comply with any and all applicable local, state, federal, and international laws, and/or regulations, 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 as provided by the facility manager prior to execution of the applicable SOW.

N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that Personally Identifiable Information ("PII"), which is defined as any nonpublic information shall mean any non-public information that is received by Contractor from, or on behalf of Mason in connection with the Services, that is capable of individually identifying a natural person and 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, if collected, held confidential and in accordance with the confidentiality obligations of this Contract, during and following the term of this Contract, and, except to the extent required by law, 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: N/A

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: N/A
- U. FORCE MAJEURE: Mason and Contractor shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the respective party’s reasonable control, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason for services not yet performed, if any, including any pre-paid deposits within 14 days.
- V. FUTURE GOODS AND SERVICES: Mason reserves the right to request contractor provide additional goods and/or services that may be required by Mason during the term of this contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the contract. All additional goods and/or services will be agreed to between Mason and Contractor pursuant to the processes described in Sections II or X.J, above, as applicable.
- W. 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.
- X. 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, attributable to claims of third parties solely for bodily injury, death or physical damage to real or tangible personal property to the extent directly and proximately caused by the negligence or intentional misconduct of the Contractor while engaged in the performance of Services, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

Contractor agrees to indemnify, defend and hold harmless Mason and its personnel from all Claims attributable to claims of third parties for infringement by a Deliverable of any U.S. patent existing at the time of delivery or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from (i) modification of the Deliverable other than by Contractor or its subcontractors, or use thereof in a manner not contemplated by the applicable SOW, (ii) the failure of the indemnified party to use any corrections or modifications made available by Contractor, (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of the Deliverable in combination with any platform, product, network or data not provided by Contractor. If Mason’s use of any such Deliverable, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, Contractor, at its option and expense, shall have the right to (x) procure for Mason the continued use of such Deliverable, (y) replace such Deliverable with a non-infringing Deliverable, or (z) modify such Deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by Contractor, the replacement or modified Deliverable is capable of performing substantially the same function. In the event Contractor cannot reasonably procure, replace or modify such Deliverable in accordance with the immediately preceding sentence, Contractor may require Mason to cease use of such Deliverable and refund the professional fees paid to Contractor with respect to the Services giving rise to such Deliverable. The foregoing provisions of this sub-Section constitute the sole and exclusive remedy of the indemnified parties, and the sole and exclusive obligation of Contractor, relating to a claim that any of

Contractor's Deliverables infringes any patent, copyright or other intellectual property right of a third party.

- Y. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. 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.
- Z. 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 Contractor makes to avoid any known threat to the security of the IT environment at George Mason University.

Contractor is aware and acknowledges that certain e-learning and information technology Deliverables developed, purchased, upgraded or renewed by or for the use of George Mason University may be expected to comply with all applicable University disability policies, and Federal and State disability 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. The Contractor shall, to the extent applicable based on the nature of the Deliverable, include in its design specifications and incorporate into those Deliverables specific functionality, as agreed to by the parties, intended to address such compliance as well as other applicable standards for accessibility set forth in the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

- AA. 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 or the equivalent rating from another nationally recognized rating firm authorized or legally permitted to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be included as an additional insured on the commercial general liability and auto liability policies with respect to Contractor's acts or omissions in performance under this Agreement.
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 accident; 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.
- BB. INTELLECTUAL PROPERTY: Upon full payment to Contractor hereunder and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to Mason all rights in and to the Deliverables, other than any Contractor Technology included therein; and (ii) grants Mason a royalty-free, fully paid-up, non-exclusive license to use, for Mason's internal business purposes, any Contractor Technology included in the Deliverables in connection with its use of the Deliverables. For purposes of this Contract (i) "Contractor Technology" means works of authorship, materials, information and other intellectual property created prior to or independently of the performance of the Services, or created by Contractor or its subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon; and (ii) "Deliverables" means all works of authorship, materials, information and other intellectual property that Contractor or its subcontractors create for delivery to Mason as a result of the Services.
- CC. 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).

- DD. 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.
- EE. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract in accordance with Section I, above.
- FF. RENEWAL OF CONTRACT: This Contract may be renewed by Mason upon written agreement of both parties for four (4) successive one-year renewal options under the terms and conditions of this Contract and at the rates outlined in Contractor's Proposal.
- GG. 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/>.
- HH. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR UNIVERSITY DATA: Except as otherwise expressly prohibited by law, Contractor will: i) promptly notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data to the extent permitted by law; ii) and ii) 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 and under control of Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of University Data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response. __
- II. 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.
- JJ. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- KK. 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. Notwithstanding anything herein to the contrary, Mason hereby consents to Contractor subcontracting any portion of the Services to any affiliate or related entity of Contractor, whether located within or outside the United States, and/or any subcontractor identified in Contractor's Proposal or the relevant SOW, with the agreement by Contractor that no production system data will be stored or hosted outside of the United States unless so specified in a mutually agreed upon SOW.
- LL. INTENTIONALLY DELETED
- MM. INTENTIONALLY DELETED
- NN. INTENTIONALLY DELETED
- OO. UNIVERSITY REVIEW/APPROVAL: All Deliverables produced by the Contractor for or on behalf of Mason are subject to Mason's review and approval as described in the applicable SOW.
- PP. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver

of such right.

QQ. LIMITATION ON LIABILITY: Contractor, its subsidiaries, subcontractors, and their respective personnel shall not be liable to Mason for any claims, liabilities, or expenses relating to this Contract, any SOW, or the Services (“Claims”) for an aggregate amount in excess of the fees paid by Mason to Contractor under such SOW, except to the extent resulting from (i) the accidental or deliberate release of personally identifiable information by Contractor in breach of its confidentiality obligations under this Contract, to the extent arising from the negligence of Contractor, in which event Contractor, its subsidiaries, subcontractors, and their respective personnel shall not be liable to the other party for any Claims resulting from such disclosures for an aggregate amount in excess of \$1,000,000, or (ii) the recklessness or intentional misconduct of Contractor or its subcontractors. In no event shall Contractor, its subsidiaries, subcontractors, or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense, relating to this Contract, any SOW, or the Services. This Section X.QQ shall not apply to claims for which Contractor has an obligation to indemnify Mason under Section X.X.

RR. LIMITATION ON WARRANTIES. THIS IS A SERVICES ENGAGEMENT. CONTRACTOR WARRANTS THAT IT SHALL PERFORM THE SERVICES IN GOOD FAITH AND IN A PROFESSIONAL MANNER. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Deloitte Consulting LLP

Signature 

Name: James Qua

Title: Principal

Date: 4/23/2021

George Mason University

James F. Russell

Digitally signed by James F. Russell
Date: 2021.04.15 10:08:01 -04'00'

Signature _____

Name: _____

Title: _____

Date: _____