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

**STANDARD CONTRACT
 GMU-1827-23-07**

This Contract entered on this 17th day of March 2023 (Effective Date) by The Hanover Research Council, LLC hereinafter called "Contractor" (located at 4401 Wilson Blvd., 4th Floor, Arlington, VA 22203) and George Mason University hereinafter called "Mason," or "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 (consulting services) deliverables as set in the Order Forms.
- III. PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. For administrative ease of efficiency each renewal will start March 1 and run through the end of February of each contract year.
- IV. PRICE SCHEDULE:** The following are all hourly rates. Hourly rates include all travel-related expenses to the Fairfax campus and overhead costs. Travel expenses to other locations may be billed at cost, in accordance with Commonwealth of Virginia travel per diems. This price schedule represents the complete pricing agreement between the parties. No additional contractor charges, markups, reimbursements or fees of any type permitted.

A. HOURLY RATES:

1.	Senior Research Manager:	<u>\$154.00</u>
2.	Senior Project Manager:	<u>\$143.00</u>
3.	Senior Statistician:	<u>\$143.00</u>
4.	Research Manager:	<u>\$132.00</u>
5.	Project Manager:	<u>\$121.00</u>
6.	Statistician:	<u>\$121.00</u>
7.	Analyst/Programmer:	<u>\$115.00</u>
8.	Field Manager:	<u>\$115.00</u>
9.	Phone Interviewer:	<u>\$115.00</u>
10.	Graphic Designer:	<u>\$150.00</u>

B. GMU Queue Pricing: Per Queue = \$59,000 per year.

Volume Discounting:

1. 5% for annual spend between \$250,000 - \$500,000
2. 10% for annual spend between \$500,001 - \$1,000,000
3. 15% for annual spend \$1,000,001 and up

C. Hanover Digital: Hanover Digital access will be offered to Mason at a rate of 25 licenses per queue under contract. For example:

1. One queue = 25 Hanover Digital licenses
2. Two queues = 50 Hanover Digital licenses
3. Three queues = 75 Hanover Digital licenses

D. Ordering Procedures: As requirements arise a Mason representative will contact the contractor with a proposed (formal or informal) statement of needs and request a proposal for that particular engagement. Contractor will provide the proposal in accordance with the established prices included herein. Once agreed Mason will issue a Purchase Order for that particular engagement. Contractor must reference that Purchase Order number on all invoices submitted.

- V. CONTRACT ADMINISTRATION:** Mason will assign an individual to shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. METHOD OF PAYMENT:** Paymode-X, Net30. <http://www.paymode.com/gmu>. Contractor shall submit invoices directly to acctpay@gmu.edu with a copy to the Contract Administrator. Invoices will be paid Net 30 after goods received, services rendered, or receipt in Mason's Accounts Payable email box, whichever is later. Invoices must reference a Purchase Order number to be considered valid.
- VII. THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
- A. This signed Contract;
 - B. Data Security Addendum (attached);
 - C. RFP No. GMU-1827-23 (attached);
 - D. Contractor's proposal dated 10/24/22 (attached);
 - E. Hanover Research Portal Terms 3/15/2023 (attached).

Contractor agrees that to the extent the Contractor's proposal or Hanover Research Portal Terms contain any of the following provisions, any provisions prohibited by Virginia law, or any provision that are otherwise not authorized by Virginia law due to Mason's status as a state agency of the Commonwealth of Virginia, such provisions shall be null and void, and shall not be enforceable against the University:

- A. An express or implied waiver of sovereign immunity;
- B. An agreement to indemnify, defend or hold harmless any entity;
- C. An agreement to maintain insurance;
- D. An agreement providing for binding arbitration;
- E. An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages
- F. Waiver of any legal rights that by law may only be waived by the Attorney General of the Commonwealth of Virginia;
- G. Requiring the application of the law of any state or country other than Virginia in interpreting or enforcing the contract or requiring
- H. Requiring Mason to submit to the jurisdiction of a court of any state or country other than Virginia or permitting or requiring that any dispute under the contract be resolved in the courts of any state or country other than Virginia;
- I. Limiting or adding to the time period within which claims can be made or actions can be brought.

- VIII. GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the "Governing Rules" and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. CONTRACT PARTICIPATION:** It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(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 the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

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

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.

- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Mason understand and agrees that it will not be entitled to any refund for current year under the Contract. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform services prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract.
 2. Mason may order changes within the general scope of Contract at any time by written notice to and mutual agreement by Contractor. Changes within the scope of this Contract may include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall review the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By Mason and Contractor mutually agreeing proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit is allowed. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors.
- 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: 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. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, at Mason's expense, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.

- Q. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. **DEFAULT:** In the case of failure to deliver goods or services in accordance with Contract terms and conditions, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, “drug-free workplace” covers all sites at which work is done by Contractor in connection with this Contract.
- T. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. **EXPORT CONTROL:**
1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (“ITAR”), or any items, technology or software controlled under the “600 series” classifications of the Bureau of Industry and Security’s Commerce Control List (“CCL”) (collectively, “Munitions Items”), prior to delivery, Contractor must:
 - a. notify Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from Mason’s Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor’s failure to provide notice or obtain Mason’s written pre-authorization.
 2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a “600 series”, Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** Each party shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of that party, 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.
- W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or

services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the contract.

- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless 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 any third party intellectual property infringement claims regarding the Services furnished by the Contractor or any breach of confidentiality by 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.
- Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

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

- BB. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
 - 1. Commercial General Liability Insurance in an amount not less than \$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. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.
- CC. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

1. Unless expressly agreed to the contrary in writing, all deliverables provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.

2. Work Made for Hire. Except as otherwise set forth herein, Contractor warrants to Mason that Mason will own all rights, title and interest in any deliverables 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 deliverables 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.

3. Mason acknowledges and agrees that Contractor owns all intellectual property rights in the methodologies, processes or trade secrets used by Contractor to create the Deliverables and Services ("Hanover Research IP"). Contractor grants Mason a non-exclusive, royalty-free, worldwide, irrevocable, non-transferable license to use, reproduce, and distribute the Hanover Research IP for its internal business purposes solely to the extent and in the form in which it is contained within the Deliverables. Mason may not modify, reverse engineer or use the Hanover Research IP in any way to provide services that would be in competition with the Services. Notwithstanding the foregoing, all materials, rights, data and intellectual property owned by third parties which are incorporated into the Deliverables shall remain the sole and exclusive property of such third parties, and Mason agrees to use such third party materials consistent with the applicable third party license terms. In the case of publicly sourced data or information contained in the Deliverables, Mason acknowledges that any ownership of such data and information shall be retained by the source of the data or information, and Mason shall use such data or information in accordance with applicable law, including fair use under section 107 of the Copyright Act. Contractor or its third party provider may transfer or sublicense to Mason usage rights. Certain types of sensitive personal data may be subject to additional usage restrictions as conveyed by Contractor or such third party provider to Mason, and Mason agrees to comply with any such restrictions of which it has been notified. Mason may distribute the Deliverables on an ad-hoc basis, including but not limited to any form of online distribution, so long as it is in compliance with the Agreement and so long as such Deliverables are unmodified and attributed to Contractor. Mason may not modify any of the disclaimer language included in any Deliverables, and Mason agrees not to resell the Deliverables in any way. In order for Contractor to provide to Mason additional insight into Contractor's industry and to provide certain syndicated materials, Contractor retains a non-exclusive, royalty-free, worldwide license to use, reproduce, and distribute the data or information contained within the Deliverables created or developed by Contractor in the service of the Agreement (including any University Data), and Contractor shall own any derivative works therefrom, so long as Contractor does not repurpose or use any Confidential Information of Mason without appropriate anonymization or deidentification.

4. Hanover Research Digital Services

The Services may include Mason's access to on-demand resources available to the broader Hanover Research client base through Contractor's client portal (the "Client Portal"), which includes Contractor syndicated materials ("Syndicated Materials"). Apart from accessing the Deliverables (as defined below) provided under the Agreement, any use of the Client Portal by Mason or its representatives is governed by the Client Portal Terms of Use (Hanover Research Portal Terms – 3.15.23, attached) If Mason chooses to access the Client Portal, Mason hereby acknowledges and agrees to the terms set forth in the Client Portal Terms of Use. If Mason chooses not to agree to the Client Portal Terms of Use, Mason will not have access to the Client Portal and Contractor will provide the Deliverables to Mason over email.

The number of individuals at the Mason organization requiring access to the Client Portal may be determined with Contractor on an as-needed and/or trial basis. Mason is provided a set number of logins to the Client Portal depending on the membership tier selected in the Order Form: 10 for Digital, 25 for Custom, 50 for Premium (or Advisory), & 75 for Strategy. These logins are available only to Mason employees, and Mason may not make these logins available to any students. Additional logins are available upon execution of an additional Order Form.

The Research Services may include Mason's access to Contractor's education research library (the "Research Library") on the Client Portal. The Research Library uses Contractor's extensive research capabilities to provide an archive of redacted and/or anonymized reports to supplement the research commissioned by Mason as well to assist in idea generation for new research. If Mason's partnership with Contractor includes access to the Research Library,

then Mason understands and agrees that any reports provided by Contractor to Mason under the Agreement may be used by Contractor for distribution through the Research Library, so long as Contractor appropriately deidentifies and/or anonymizes any Confidential Information of Mason. Mason also hereby explicitly agrees that any materials in the Research Library may not be distributed, reproduced or published without Contractor's prior written consent.

- DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).
- EE. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- FF. 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.
- GG. REMEDIES: If the Contractor materially breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- HH. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) 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 lesser of the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%.
 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 lesser of the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%.
- II. 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/>.
- JJ. 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.

- KK. 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.
- LL. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. 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.
- NN. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor, if eligible, shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of this Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- OO. 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.

PP. 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.

QQ. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that, except for any archival copies, 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.

RR. EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, THE RESEARCH SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, CONTRACTOR DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE DATA PROVIDED AS PART OF THE DELIVERABLES OR THE RESEARCH SERVICES. MASON'S SOLE AND EXCLUSIVE REMEDY FOR ANY MATERIAL BREACH OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE, AT CONTRACTOR'S OPTION EITHER: (1) RE-PERFORMANCE OF THE DEFECTIVE DELIVERABLES OR (2) A REFUND OF MONIES PAID FOR THE DEFECTIVE DELIVERABLES. MASON AND CONTRACTOR BOTH AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL OR INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES UNDER THIS AGREEMENT. MASON AND CONTRACTOR ALSO AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN ANY EVENT FOR AN AMOUNT GREATER THAN THE CURRENT YEAR'S SERVICE FEE UNDER THIS AGREEMENT.

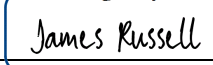
SS. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason's review and approval.

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

Hanover Research Council, LLC


 Signature _____
 Name: Laura Bolling
 Title: Managing Director
 Date: 3/17/2023

George Mason University


 Signature _____
 Name: James Russell
 Title: Purchasing Director
 Date: 3/17/2023

Data Security Addendum for inclusion in GMU-1827-23 with George Mason University (the “University”)

This Addendum supplements the above-referenced Contract between the University and The Hanover Research Council, LLC dated 3/17/23. 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. Selected Firm/Vendor agrees to indemnify and hold the University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Sensitive University Data: Social Security Number trace; and seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes.

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.

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.

Contractor

DocuSigned by:

Laura Bolling

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Signature

Laura Bolling

Name: _____

Title: _____
Managing DirectorDate: _____
3/17/2023**George Mason University**

DocuSigned by:

James Russell

2F61E096C77E4DC...

Signature

James Russell

Name: _____

Title: _____
Purchasing DirectorDate: _____
3/17/2023



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



REQUEST FOR PROPOSALS GMU-1827-23

ISSUE DATE: September 8, 2022

TITLE: Academic and Business Consulting Services

PRIMARY PROCUREMENT OFFICER: Davena Reynolds, Senior Buyer, dreyno3@gmu.edu

SECONDARY PROCUREMENT OFFICER: James F Russell, Director, jrussell@gmu.edu

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on September 21, 2022. **All questions must be submitted in writing in WORD format.** Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM EST on September 27, 2022. Also see section III. COMMUNICATION, herein.

PROPOSAL DUE DATE AND TIME: October 12, 2022 @ 2:00 PM EST. **SEE SECTION XIIL.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.**

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

Legal Name: _____

Date: _____

DBA: _____

Address: _____

By: _____

Signature

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

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

SWaM Certification Number: _____

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.

RFP# GMU-1827-23**TABLE OF CONTENTS**

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I.	PURPOSE	3
II.	PURCHASING MANUAL/GOVERNING RULES	3
III.	COMMUNICATION	3
IV.	FINAL CONTRACT	3
V.	ADDITIONAL USERS	3
VI.	eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION	3
VII.	SWaM CERTIFICATION	4
VIII.	SMALL BUSINESS SUBCONTRACTING PLAN	4
IX.	PERIOD OF PERFORMANCE	4
X.	BACKGROUND	4
XI.	STATEMENT OF NEEDS	4
XII.	COST OF SERVICE	4
XIII.	PROPOSAL PREPERATION AND SUBMISSION REQUIREMENTS	5
XIV.	INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD	5
XV.	CONTRACT ADMINISTRATION	7
XVI.	PAYMENT TERMS/METHOD OF PAYMENT	8
XVII.	SOLICITATION TERMS AND CONDITIONS	8
XVIII.	RFP SCHEDULE	9
ATTACHMENT A	VENDOR DATA SHEET	10
ATTACHMENT B	SAMPLE CONTRACT	12
ATTACHMENT C	DATA SECUIRTY ADDENDUM	23

- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide academic and business consulting services for George Mason University. George Mason University (herein after referred to as “Mason,” or “University”) is an educational institution and agency of the Commonwealth of Virginia.
- II. **PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>
- III. **COMMUNICATION:** Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.
- IV. **FINAL CONTRACT:** ATTACHMENT B to this solicitation is Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason’s standard two-party contract and Mason’s General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason’s General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.

As a public institution of higher education in Virginia Mason cannot agree to any of the following terms in any documents:

- A. An express or implied waiver of sovereign immunity.
- B. An agreement to indemnify, defend or hold harmless any entity.
- C. An agreement to maintain insurance.
- D. An agreement providing for binding arbitration.
- E. An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages.
- F. Waiver of jury trial.
- G. Choice of law or venue other than the Commonwealth of Virginia.

Contracts will only be issued to the FEI/FIN Number and Firm listed on the signed cover page submitted in your RFP response. Joint proposals will not be accepted.

- V. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the contractor.

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

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

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- VI. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet

eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>

VII. SWaM CERTIFICATION: Vendor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by Mason and the Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. <https://www.sbsd.virginia.gov/>

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

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

IX. PERIOD OF PERFORMANCE: One (1) year from date of award with four (4) one (1) year renewal options (or as negotiated),

X. BACKGROUND: George Mason University is on the move to be a leading higher education innovator in 21st century education. This includes the development of online programming and the delivery of personalized, customized education and student services to students who wish to attend Mason at our three campuses in Northern Virginia, our campus in South Korea, and/or online. As the largest public institution of higher education in Virginia, we are envisioning new ways of providing students with access and bringing George Mason University programs to new markets, both nationally and internationally. We are building capabilities to help launch and manage new initiatives that will take the university into the future to help achieve the university's vision of innovation, growth and access.

XI. STATEMENT OF NEEDS: Mason requires Consultants for strategic initiatives, benchmarking analysis, financial modeling/analysis, organizational assessments and suggested operational improvements, communications and change management, and new-partnership oriented ventures. We are interested in market and opportunity assessment, due diligence, operational and financial planning, modeling and launch support for new ventures associated with George Mason University. George Mason University is positioning itself to engage in innovative ventures that will support the mission and the strategic plan of the University and the citizens of the Commonwealth of Virginia; we are looking for consultants to help us identify, evaluate, and launch new ventures in higher education, most of which will involve partnerships with companies and other educational institutions. We are particularly interested in firms with deep experience helping large public and non-profit universities enter into some public-private partnerships. Mason is also looking for consultants to assist with Higher Education Research and Analytics as well as other strategic initiatives. It is anticipated that one or more offerors will be awarded a contract as a result of this RFP. Once selected, consultants shall be engaged as needed and shall submit individual scopes of work with estimated hours for each project.

A. Consultants should be able to describe previous engagements and provide client references for each engagement.

B. Consultants should have extensive expertise in at least one or more of the following areas:

1. Higher education benchmarking and data analysis
2. Helping large public and non-profit universities enter into public-private partnerships
3. Financial analysis and budget planning
4. Legal and/or tax structuring
5. Setting up business functions at a university, such as billing for insurance
6. Organizational and operational assessments and improvements
7. Higher education strategy and facilitation of new partnerships
8. Strategic communication and change management of new initiatives or joint ventures
9. Academic Leadership assessment and coaching
10. Business and financial modeling
11. Market analysis/Market demand analysis
12. Significant work with US public and international universities including accreditation or research
13. Demonstrated unique and proprietary knowledge regarding private for profit/not-for profit companies/universities serving the university market
14. Extensive capital markets experience in higher education including both equity and debt issuances

15. Extensive transactional experience, including mergers and acquisitions, in higher education; please provide sample deal list
16. Extensive experience in developing and growing DEI initiatives in higher education
17. Agility and reach – ability to assemble a relevant team of education experts quickly; strong network

XII. COST OF SERVICES: Please provide hourly rates. Rates may be a blended hourly rate or broken down by level of expertise (Partner, Senior Executive, Junior Executive, etc.) Hourly rates must include all travel-related expenses to the Fairfax campus and overhead costs. Travel expenses to other locations may be billed at cost, in accordance with Commonwealth of Virginia travel per diems.

XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. **RFP Response:** In order to be considered, Offerors must submit a complete response to Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit one (1) signed copy of the entire proposal including all attachments and proprietary information. If the proposal contains proprietary information, then submit two (2) proposals must be submitted; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2d below for further details). The Offeror shall make no other distribution of the proposals.

At the conclusion of the RFP process proposals with proprietary information removed (redacted versions) shall be provided to requestors in accordance with Virginia's Freedom of Information Act. Offerors will not be notified of the release of this information.

ELECTRONIC PROPOSAL SUBMISSION: **Mason will only be accepting electronic proposal submissions for all current Request For Proposals and Invitation For Bids.**

The following shall apply:

- a. You must submit your bid/proposal, and it must be received prior to the submission deadline, at both the primary and secondary procurement officer's email address as specified in the Bid/RFP.
- b. Proposals should have a 2-page executive summary as its first two pages. The total length of any proposal (including term sheet), may not exceed 20 pages, excluding any exceptions taken to contract templates as listed in ATTACHMENT B and ATTACHMENT C. Pages included past page 20 will not be scored.
- c. The subject line of your email submission should read, "**RFP GMU-1827-23**" If you are sending multiple emails, please state so in the subject line with the wording, "This is email # _ of _ total"
- d. The offeror must ensure the proposals are delivered to the procurement officers' email inboxes, sufficiently in advance of the proposal deadline. **Plan Ahead: It is the offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through any filters or email traffic. Mason recommends you submit your proposal the day prior to the due date.**
- e. If your proposal contains proprietary information you must submit two proposals; one full proposal and one with proprietary information redacted.
- f. While you may send your proposal in multiple emails, each email itself may only have one PDF attachment containing all supplemental information and attachments.
- g. Each email may not be larger than 20MB.
- h. All solicitation schedules are subject to change.
- i. Go to Mason's Purchasing website for all updates and schedule changes. <https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation->

[opportunities/](#)2. Proposal Presentation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

A WORD version of this RFP will be provided upon request.

- d. Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate attachment of the proposal with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential. If after given a reasonable time, the Offeror refuses to withdraw the aforementioned designation, the proposal will be rejected.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP **may be** required to give an oral presentation/demonstration of their proposal/product to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations will be scheduled at the appropriate time.

Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the Offeror's staff can be evaluated prior to making selection. Oral presentations are an option of Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete.

- B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and detailed as possible to allow Mason to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors should submit the following items as a complete proposal.

1. Procedural information:

- a. Return signed cover page and all addenda, if any, signed and completed as required.

- b. Return Attachment A - Small Business Subcontracting Plan.
 - c. State your payment preference in your proposal response. (See section XVI.)
- 2. Executive Summary: Offerors must submit an executive summary at the beginning of the proposal response not exceed 2 pages.
- 3. General firm background and information: Provide a background and a brief history of your firm not to exceed 3 pages.
- 4. References and Engagements: Provide contact information, summary of engagement, dollar value, and period of performance for each reference provided relevant to the requested areas below. All references and engagement information shall be limited to 5 pages.
 - a. Provide references demonstrating significant work with US public, for-profit, public and/or international universities.
 - b. Provide evidence of ability to assemble a relevant team of education experts quickly; strong network.
 - c. References from government or other non-profit clients in areas covered by the scope of work may also be submitted.
- 5. Approach: Specific plans or methodology to be used to perform the services.
- 6. In your proposal response please address the following:
 - a. Are you and/or your subcontractor currently involved in litigation with any party?
 - b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
 - c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
 - d. In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

- A. INITIAL EVALUATION CRITERIA: Proposals shall be initially evaluated and ranked using the following criteria:

	<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1.	Quality of services offered and suitability for the intended purposes.	25
2.	Experience and qualifications of Offeror in providing the services including quality of references that are similar in size and scope.	25
3.	Specific plans or methodology to be used to perform the services.	20
4.	Proposed Pricing.	20
5.	Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	10

Total Points Available:

100

- B. AWARD: **Following the initial scoring by the evaluation committee**, at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. ***If oral presentations are conducted Mason will then determine, in its sole discretion, which vendors will advance to the negotiations phase.*** Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Mason shall select the offeror which, in its sole discretion has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in

the Request for Proposal, awards may be made to more than one offeror. Should Mason determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Governing Rules §49.D*).

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

XVI. PAYMENT TERMS / METHOD OF PAYMENT: Note: Invoices shall only be submitted to Mason by the entity awarded a contract. Subcontractors cannot submit invoices to Mason under any resulting contract. Purchase order numbers must be referenced on all invoices submitted for payment.

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

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

Option #2- To be paid in 20 days. The vendor may opt to be paid through our ePayables credit card program. The vendor shall submit an invoice and will be paid via credit card on the 20th day from receipt of a valid invoice. The vendor will incur standard credit card interchange fees through their processor. All invoices should be sent to:

George Mason University
Accounts Payable Department
4400 University Drive, Mailstop 3C1
Fairfax, Va. 22030
Voice: 703.993.2580 | Fax: 703.993.2589
e-mail: AcctPay@gmu.edu

Option#3- Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor's bank account. For additional information or to sign up for electronic payments, go to <http://www.paymode.com/gmu>. There is no charge to the vendor for enrolling in this service.

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

A. GENERAL TERMS AND CONDITIONS – GEORGE MASON UNIVERSITY:
<http://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>

B. SPECIAL TERMS AND CONDITIONS – GMU-1827-23. (Also see ATTACHMENT B – SAMPLE CONTRACT which contains terms and conditions that will govern any resulting award).

1. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, further negotiations may or may not be conducted with the Offeror(s).

2. COMPLIANCE WITH LAW: (If Applicable): All goods and services provided to George Mason University shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.

3. **CONFLICT OF INTEREST:** By submitting a proposal the contractor warrants that he/she has fully complied with the Virginia Conflict of Interest Act; furthermore, certifying that he/she is not currently an employee of the Commonwealth of Virginia.
4. **OBLIGATION OF OFFEROR:** It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the Offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from this contract because of any misunderstanding or lack of information.
5. **RFP DEBRIEFING:** In accordance with §49 of the *Governing Rules* Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring summary, the award justification memo from the evaluation committee and brief, general comments submitted by evaluation committee members. Formal debriefings are generally not offered.

XVIII. RFP SCHEDULE (Subject to Change):

- Issue in eVA: 9/8/22
- Vendors submit questions by: 9/21/22 @ 4:00 PM EST
- Post Question Responses: 9/27/22 @ 5:00 PM EST
- Proposals Due: 10/12/22 @2:00 PM EST
- Proposals to Committee: 10/14/22
- Review and Score Proposals: 10/14/22 – 10/28/22
- Scores to Purchasing: 10/31/22
- Oral presentations (if necessary): Will Schedule If Needed
- Negotiations/BAFO: Tentative For The Week of 11/7/22 to 11/11/22
- Award: TBD
- Contract Start Date: TBD



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

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Who will be doing the work: ☐ I plan to use subcontractors ☐ I plan to complete all work

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.
- B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: _____ Certification Date: _____

Section B

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this 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.

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement

Subcontract #1

Company Name: _____ SBSD Cert #: _____
 Contact Name: _____ SBSD Certification: _____
 Contact Phone: _____ Contact Email: _____
 Value % or \$ (Initial Term): _____ Contact Address: _____
 Description of Work: _____

Subcontract #2

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #3

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #4

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #5

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____



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

ATTACHMENT B – SAMPLE CONTRACT GMU-1657-20

Note: Other documents may be incorporated into this document, either by way of attachment or by reference, but in all cases this contract document shall take precedence over all other documents and will govern the terms and conditions of the contract.

This Contract entered on this ____ day of _____, 2022 (Effective Date) by _____ hereinafter called “Contractor” (located at _____) and George Mason University hereinafter called “Mason,” “University”.

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide _____ for the _____ of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. (or as negotiated)
- IV. **PRICE SCHEDULE:** As negotiated
- V. **CONTRACT ADMINISTRATION:** _____ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** As negotiated
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed form;
 - B. Data Security Addendum (attached);
 - C. Negotiation Responses dated XXXXX (incorporated herein by reference);
 - D. RFP No. GMU-XXXX-XX, in its entirety (incorporated herein by reference);
 - E. Contractor’s proposal dated XXXXXX (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 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 and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to

accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

- 1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. **ANTITRUST:** By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. **ASSIGNMENT:** Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials

during said period.

- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. 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 this Contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of this 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 this Contract.
 - 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of

Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.

- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The 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 Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:

- a. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon Contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
 - b. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 - c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. **DEFAULT:** In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. **EXPORT CONTROL:**
- 1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - A. notify Mason (by sending an email to export@gmu.edu), and
 - B. receive written authorization for shipment from Mason's Director of Export Controls.
- The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written

pre-authorization.

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a “600 series”, Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor’s performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.
- All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.
- BB. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best’s rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission.

The Commonwealth of Virginia and Mason shall be named as an additional insured.

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, and Commercial Automobile Liability Insurance.

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

1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

EE. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

FF. 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.

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

- HH. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) 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 lesser of the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%.
 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 lesser of the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%.
- II. 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/>."
- JJ. 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.
- KK. 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.
- LL. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. 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.
- NN. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.

- OO. 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.
- PP. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of

the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.
3. Mason reserves the right in its sole discretion to perform audits of 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.

QQ. 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.

RR. 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.

SS. 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: _____

Attachment C
Data Security Addendum for inclusion in GMU-1827-23 with
George Mason University (the “University”)

This Addendum supplements the above-referenced Contract between the University and _____ (“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. Selected Firm/Vendor agrees to indemnify and hold the University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys’ fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access 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: Selected Firm/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. Selected Firm/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

Signature
Name: _____
Title: _____
Date: _____

Signature
Name: _____
Title: _____
Date: _____

HANOVER RESEARCH COUNCIL



Proposal Prepared for George Mason University

RFP: GMU-1827-23

Submission Due Date: October 26, 2022

Contact:

Andrew Woods

Senior Relationship Director, Client Solutions

202-751-2247

awoods@hanoverresearch.com

TABLE OF CONTENTS

HANOVER EXECUTIVE SUMMARY.....3-4

GENERAL FIRM BACKGROUND AND INFORMATION5-6

REFERENCES AND ENGAGEMENTS7-9

APPROACH.....10-13

APPENDIX.....14-18

HANOVER EXECUTIVE SUMMARY:

Custom Services:

Through our unique, fixed-fee model, Hanover delivers customized, timely, and authoritative research and that enables our clients to make informed decisions, identify and seize opportunities, and improve their performance. Hanover is currently the only organization that offers ongoing primary research (fully customized and in-depth interviews, surveys, and virtual focus groups) in addition to custom statistical modeling, analytics, and fully localized market research in a continuous amount for a flat fee. Hanover has completed over 20,000 custom research projects since our inception; around 10,000 of those projects were conducted for Higher Education institutions. Hanover's role is to enable higher education administrators to build upon their research capabilities internally by acting as both a capacity-expansion tool and a source for methodological expertise. Unlike other research firms or consultants, Hanover is not limited to only surveying prospects from our clients' databases, nor is Hanover limited to templated studies. All of Hanover's research is highly customized and built specifically to meet the individual questions facing each of our members, in addition to providing follow-up support related to priority initiatives like increasing enrollment, student success, and employee satisfaction.

Hanover Research also provides grant development, grant writing, and strategic advising support to a wide range of colleges and universities. Our professionals deliver customized proposal review, revision, and production support, while also helping to align strategic priorities to funding trends and opportunities at all levels. Hanover has been conducting market research and analytics in the higher education space since 2003, and officially launched our grants practice in 2012. Hanover has generated more than \$750 million in total grant funding for members since 2012. On average, members have received an 11x return on their investment in funded grants supported by our team. These grants have been secured across all types of funders, including federal, state, and foundation/corporate sources. Hanover has extensive experience with a range of different types of higher education institutions. Over Hanover's history, thousands of colleges, universities, and schools have benefited from Hanover's supports. These clients include research intensive R1 universities, community colleges, hospitals and academic medical centers, regional universities, liberal arts colleges, and both domestic and international universities.

Hanover's breadth of support resources can be applied to support a diverse range of institutional priorities. At present, Hanover is supporting nearly 700 individual workflows across higher education. Through this contract, Hanover would be able to offer market research and grants services as needed to GMU.

Hanover Digital: Online Database for Research and Grants Syndications

Hanover is different from any other custom research and grants service currently in practice because of its exclusive online portal, its proprietary data dashboards, in addition to its subscription model for custom project delivery. All previously commissioned research (copyrighted materials) is housed in an online, searchable archive to its clients. Clients receive continuous access to professional and certified researchers, an online library of previously commissioned studies, proprietary dashboards compiled by institutional data, also known as Data Lab™, and various grants syndications, ranging from webinars to funding projections to toolkits. Our team also leverages customer and market data through several platforms – including Salesforce, Alfresco, Tableau, MarketSight, JobsEQ, PowerBI, and Igloo – to summarize and analyze data and information. With this information, Hanover has developed proprietary methodologies and data assets that are unique to Hanover, and Hanover employees are the only individuals who have access to this type of data and information.

Weekly Syndicated Emails and Research Abstracts

Each week, we circulate a briefing around a broadly-applicable topic to higher education. Clients are encouraged to expand upon the research report and ask questions around those topics that they find most interesting. Once a month, we share summaries with links to our latest full research studies on key issues completed on behalf of other higher education clients.

Research Library

Hanover redacts and shares literature reviews, best practices and other broadly applicable research commissioned by one client that we think will be of interest to others (upon written consent of the client that commissioned the research). This research is archived and available to all Hanover clients through our online database of 1,700+ research reports related to Higher Education. These reports contain insights into a multitude of curricular, operation, programmatic, and administrative-related topics.

DataLab

Hanover also provides interactive dashboards to support faster institutional decision making. This tool is comprised of interactive dashboards that require no additional data from GMU. Instead, these dashboards aggregate and decipher large public data sets, including IPEDS, to help institutions immediately answer key strategic questions, benchmark GMU against its peers, and track progress towards your goals.

Weekly Grants Alerts: Every Monday, Hanover sends a digest highlighting the previous week's grant solicitations of interest from federal agencies and select private foundations. Alerts are broken up into distinct focal areas: Higher Education Programmatic, Higher Education Research, Health Programmatic, and Health Research.

Grant Projections: On a bi-monthly basis, Hanover looks three months ahead at major grants competitions, providing detail on program background, key deadlines, and timelines for engaging Hanover for varying levels of assistance. Projections available include Higher Education, K12, and Health.

Grants Calendars: twice a month Hanover produces a specialized calendar, tracking grant opportunities across the coming year of interest to different types of institutions and to faculty in different areas of focus. These calendars include: Minority Serving Institutions; Arts, Humanities, and Social Sciences; STEM Programs; STEM Research Grants; Health Research; Early Career Faculty Grants; Interdisciplinary Research; Student Success; DEI; Environmental Sustainability; Research Centers; Education Research and Programs.

Grants Learning Center: On-demand grantsmanship training designed specifically for higher education professionals, including online trainings, resources, and tools that can be accessed at any time. These resources include agency-specific federal funding support (such as NSF CAREER); self-paced modules with step-by-step guidance to develop compelling proposals; and interactive exercises, videos, and resources to navigate the process.

Grants Webinar Archive: Recorded webinars designed to help grantseekers develop their skills and improve their grant proposals. Access to over 30 webinars – with new webinars hosted quarterly – on topics including *Transitioning from Single- to Multi-Investigator Grants* and *Academic Writing vs. Grant Writing*.

GENERAL FIRM BACKGROUND AND INFORMATION:

Hanover Background:

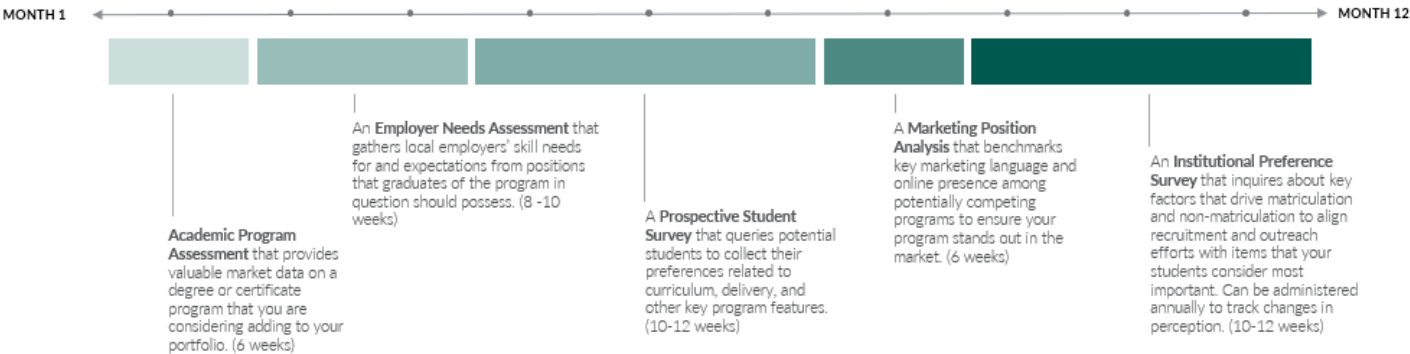
Founded in 2003 and headquartered in Arlington, VA, Hanover Research (Hanover) is a global market intelligence and analytics firm, recognized by the American Marketing Association as a Top 50 Global Market Research provider, that supports to over 550+ higher education institutions, 325 school districts, 275 corporations, and 125 non-profit organizations and 35 hospitals, health networks and academic medical centers. Over the past year alone, we have completed over 2,000 market research projects providing insights to our 550+ higher education institutional partners. This work allows us to monitor trends within the industry and be on the front lines of identifying change.

Hanover Research - GMU MLA History & VASCUPP:

For the past five (5) years, Hanover has worked with GMU through GMU 1442-17-08. Additionally, we won a RFP for “program analysis” through the University of Virginia procurement office. That award established Hanover terms, pricing and methodological approach as approved by The Virginia Association of State College and University Purchasing Professionals (VASCUPP # UVA1893585) through 2025.

Fixed Fee Subscription or Sequential Workflow Model:

- \$59,500 annually per workflow (Fixed Fee)
- In a fixed fee subscription model, projects are executed one project at a time per workflow.
- Uncapped number of projects delivered across a 12-month period; number of projects determined by project type associated with timelines outlined in the “Approach” section.
 - Example –GMU’s Provost’s Office, Marketing Office, and Enrollment Office all work with Hanover in a sequential workflow model, below is an example of what a 12-month period of projects would look like in a sequential workflow model



Pricing Schedule/Term Sheet

➤ Hourly Rates

- Senior Research Manager: \$154.00
- Senior Project Manager: \$143.00
- Senior Statistician: \$143.00
- Research Manager: \$132.00
- Project Manager: \$121.00
- Statistician: \$121.00
- Analyst/Programmer: \$115.00
- Field Manager: \$115.00
- Phone Interviewer: \$115.00
- Graphic Designer: \$115.00

➤ GMU Queue Pricing

- Per Queue: \$59,500 per year
- Volume Discounting:
 - 5% for annual spend between \$250,000 - \$500,000
 - 10% for annual spend between \$500,001 - \$1,000,000
 - 15% for annual spend \$1,000,001 and up

➤ Hanover Digital

- Hanover Digital access will be offered to GMU at a rate of 25 licenses per queue under contract. For example:
 - One queue = 25 Hanover Digital licenses
 - Two queues = 50 Hanover Digital licenses
 - Three queues = 75 Hanover Digital licenses

REFERENCES AND ENGAGEMENTS:

Section XIII.B.4a.

George Mason University

- Contact: Eric Woodall - Associate Vice President, Marketing
- Email: ewoodall@gmu.edu
- Service Description: Higher education benchmarking and data analysis, market analysis/market demand analysis
- Contract Term 2018-2020 and 2021-2022
- Contract Value: \$120,000

George Mason University

- Contact: David Burge - Vice President for Enrollment Management
- Email: dburge@gmu.edu
- Service Description: Higher education benchmarking and data analysis, market analysis/market demand analysis
- Contract Term: 2022-2023
- Contract Value: \$40,000

George Mason University

- Contact: Janette Muir - Vice Provost for Academic Affairs
- Email: jmuir@gmu.edu
- Service Description: Higher education benchmarking and data analysis, market analysis/market demand analysis
- Contract Term: 2022-2023
- Contract Value: \$40,000

Colorado State University – Online

- Contact: Alysha Tarantino – Director of College Relations & Advising
- Email: Alysha.Tarantino@colostate.edu
- Service Description: Higher education benchmarking and data analysis, market analysis/market demand analysis
- Contract Term: 2015-2026
- Contract Value: \$1,233,500

Curtin University (Perth, Australia)

- Contact: Marco Schultheis – Chief Strategy Officer
- Email: m.schultheis@curtin.edu.au
- Service Description: Higher education benchmarking and data analysis, market analysis/market demand analysis
- Contract Term: 2017-2022
- Contract Value: \$245,000

Northern Arizona University

- Contact: Gayla Stoner – Vice Provost & Dean of Online & Innovative Educational Initiatives
- Email: gayla.stoner@nau.edu
- Service Description: Higher education benchmarking and data analysis, market analysis/market demand analysis
- Contract Term: 2015-2024
- Contract Value: \$360,000

University of Iowa

- Contact: Peter Matthes – VP for External Relations and Senior Advisor to the President
- Email: peter-matthes@uiowa.edu
- Service Description: Higher education benchmarking and data analysis, market analysis/market demand analysis
- Contract Term: 2017-2023
- Contract Value: \$318,500

Florida Atlantic University

- Contact: Russ Ivy – Senior Associate Provost
- Email: ivy@fau.edu
- Service Description: Higher education benchmarking and data analysis, market analysis/market demand analysis
- Contract Term: 2015-2025
- Contract Value: \$675,000

Section XIII.B.4b.

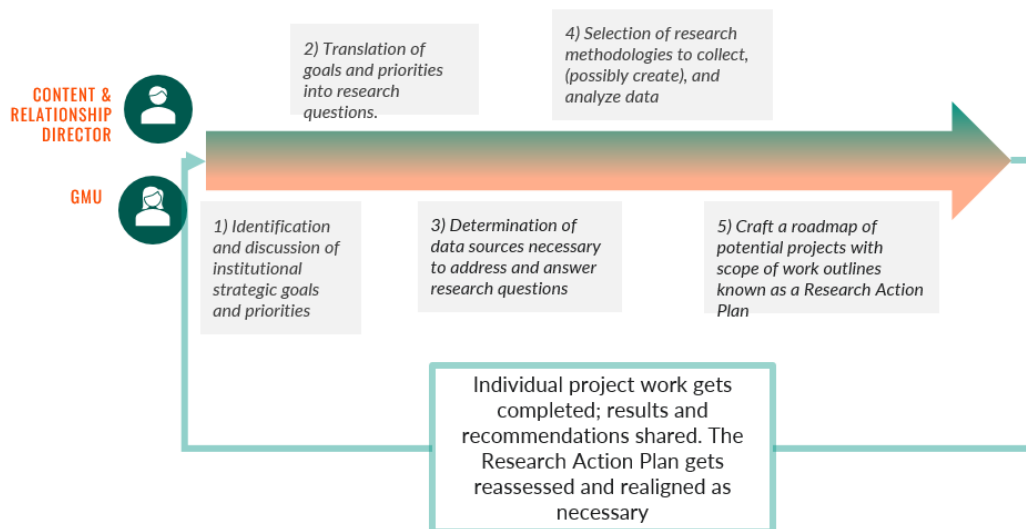
We place a strong emphasis on building true partnerships with our clients, and, to that end, each Hanover client has two dedicated points of contact – the Content Director and the Relationship Director. In addition to the Relationship Director and Content Director that would serve as GMU's main account team, there are a variety of other members of Hanover staff that act as client support resources. Both the Client Services and Content teams have Senior Directors and Managing Directors in place that directly manage all Relationship and Content Directors. These team leaders are able to step in to provide their expertise to ensure any and all engagements are handled in the most appropriate manner possible.

Your dedicated account team will work with you to build an intimate knowledge of GMU's unique needs and create a customized research plan that addresses your strategic goals, deadlines, research preferences, and culture. At the start of the partnership, GMU contract holders will have the opportunity to outline research questions and goals for both short and long-term objectives.

- Your Relationship Director serves to ensure partnership and service excellence. They will work with you to ensure your team is taking advantage of all Hanover has to offer, as well as working as your contracting contact. Relationship Directors work across several levels of higher education institutions, allowing them to have the broadest understanding of ways that Hanover could support GMU's strategic and immediate initiatives.
- Your Content Director is the methodological expert and project manager of the Hanover partnership. They manage teams of researchers that will be actively working on the project needs of GMU throughout the partnership. Hanover's Content Directors are experienced researchers and serve as a bridge to ensure that your project questions and needs are being worked on by the researchers within Hanover who best match up with your priorities.

Hanover encourages as much communication as a client would like, but at a base level sets quarterly check-ins to offer strategic guidance, serve as a thought partner to talk through institutional priorities, and gather feedback to ensure each client is maximizing its use of our research solutions and resources. These calls are separate from our more frequent project-to-project calls discussing the scopes of work and providing updates throughout the process. Your Hanover team will continue to update a Research Action Plan in response to GMU's strategic priorities, allowing for visibility into the pipeline of potential research.

DEVELOPMENT OF YOUR CUSTOMIZED RESEARCH ACTION PLAN



LONG-TERM PLANNING

Your Content Director will advise on a mixed-methods series of projects that maps to your strategic goals. Your Relationship Director will provide access to other Hanover resources, e.g., Hanover Digital, to support these goals.

PROJECT SCOPING

At the start of each project, the Content Director will deliver an outline of the project requirements, timeline, research approach, and project execution scope.

PROJECT DEBRIEFING

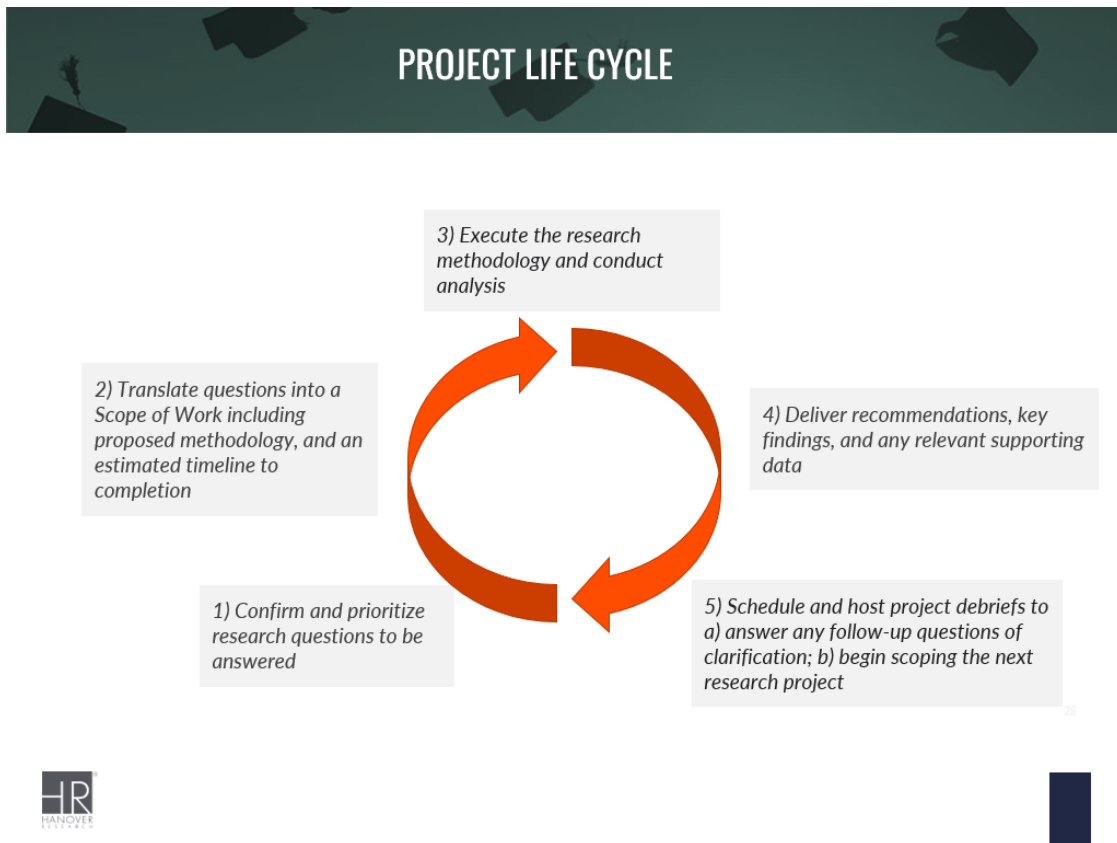
Your research team will review key findings of each project with you, present recommendations, and confirm implementation of next steps during an interactive project debrief with your leadership group.

PROJECT EVALUATION

After additional distribution and implementation, complete the online project evaluation form to ensure continued improvement.

APPROACH:

At the start of each project, GMU will have the opportunity to outline their research goals for the requested analysis over a project “scoping” call. This process will be led on Hanover’s end by the Content Director appointed to GMU’s account, who will work to ensure that the exact methodology that is utilized meets your research needs. After the scoping call, your Content Director will draft a scope of work to be sent over email for final confirmation before the research process officially gets underway. This communication allows the GMU team to refine and “sign-off” on the scope of work before a team of researchers is assigned to begin the project on Hanover’s end.



The Content Director manages the progress from start to finish, and functions as the liaison between GMU contract holders and Hanover’s research team. Methodology teams include:

- **General Research Analysts**
 - Hanover’s research generalist team is comprised of analysts who focus on desktop research, developing custom research to assess program viability and development, including curricular and competitive benchmarking. Through literature reviews, the team also works to determine best practices and thought-leadership pieces across various academic and administrative priorities.
- **Survey and Qualitative Research**
 - Hanover’s survey and qualitative specialist team conduct hundreds of surveys a year on behalf of our 450+ higher education clients spread across the country and internationally. Among other areas, Hanover has extensive experience in survey work relating to institutional brand awareness and perception, new academic program testing, message testing, alumni outreach and development, and

prospective student preferences. Our team of experts conducts surveys and qualitative research both internal and external to our client organizations and can target specific geographic areas where necessary.

- **Quantitative Research**

- Our data analytics team has extensive experience working with a variety of types of higher education data – including admissions and enrollment data, financial aid data, and student course data – and works on a day-to-day basis with large datasets with upwards of 100,000+ records. We also regularly work with public data sources and can combine data from multiple sources to help answer your institution’s specific research questions. Our methodological capabilities include descriptive analyses (including extensive data visualization capabilities); predictive modeling, primarily using logistic regression models; cluster analysis; and more advanced regression-based modeling techniques such as propensity score matching, difference-in-difference models, regression discontinuity, and other methods commonly used in causal analysis projects like program evaluations.

Each project holds a unique timeline for completion, depending on methodology and complexity. This timeline will be shared at the beginning of each project. Once the sequential queue is “open” for the next project, your account team will begin the next study. While work is ongoing in the queue, there is no limit to ongoing project planning conversations to ensure a seamless transition between projects and that we stay on top of GMU’s changing priorities.

Hanover can provide the services below but is not limited to them. Through Hanover’s proven methodologies, we can provide a customized approach to addressing any research question posed by our partners.

THE MEMBERSHIP OVERVIEW

Your membership with Hanover extends beyond your dedicated management team. Through your Content Director, your research is managed with a team of expert analysts with the best tools at their disposal to ensure that you are getting the most useful insights and solutions to your questions.

YOUR QUESTIONS — OUR EXPERTS

Your extended research team



PRIMARY RESEARCH (8-12 WEEKS)

- ▶ In-depth interviews with students, competitors, and experts
- ▶ Survey design, administration, and analysis
- ▶ Qualitative data coding
- ▶ Online focus groups
- ▶ Asynchronous focus groups

DATA ANALYTICS (8-10 WEEKS)

- ▶ Data segmentation and mining
- ▶ Descriptive and predictive analytics
- ▶ Data forecasting and modeling
- ▶ Data visualization
- ▶ Regression, cluster, conjoint, and TURF analysis

SECONDARY RESEARCH (~6 WEEKS)

- ▶ Literature review
- ▶ Best practices
- ▶ Environmental scan
- ▶ Market evaluation
- ▶ Trend analysis
- ▶ Benchmarking



DELIVERY FORMATS

- ▶ Report
- ▶ Custom dashboard
- ▶ Presentation deck
- ▶ On-site presentation

HANOVER'S HIGHER EDUCATION SOLUTIONS

Hanover can help your institution tackle challenges across every department, amplifying your individual efforts with our tried and tested suite of solutions.

RESEARCH SOLUTIONS

Hanover's Research Solutions provide key insights across both academic and administrative areas.

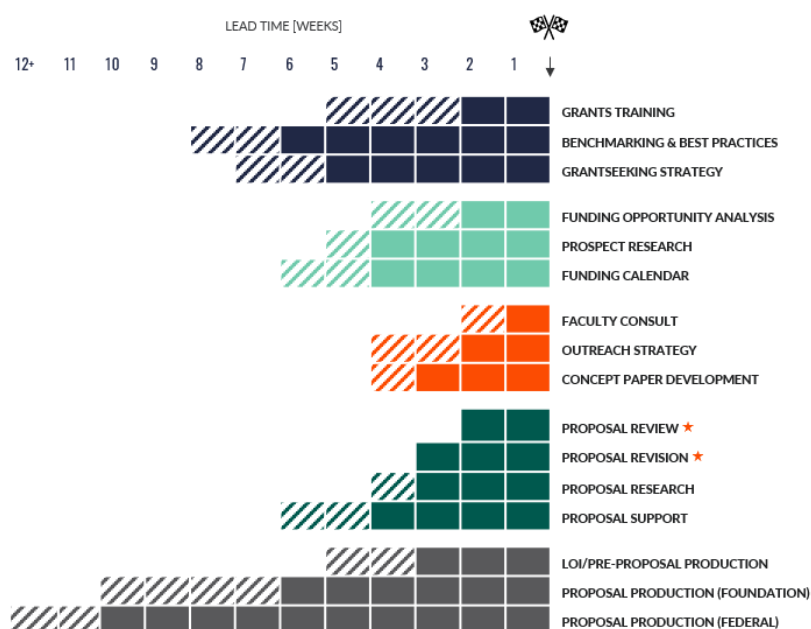
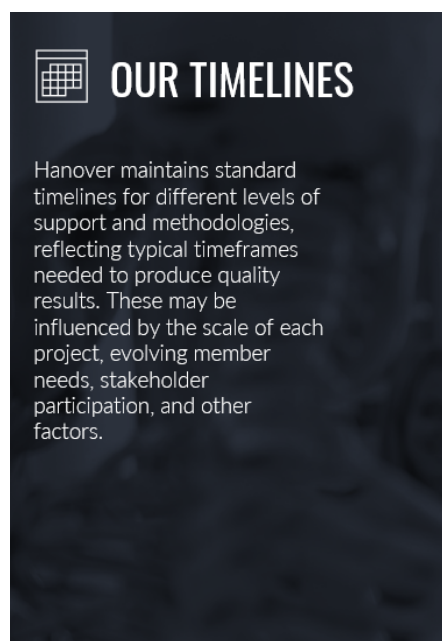
ACADEMIC SOLUTIONS			ADMINISTRATIVE SOLUTIONS		
I. ENROLLMENT MANAGEMENT	II. ACADEMIC DEVELOPMENT	III. STUDENT EXPERIENCE	IV. FINANCE	V. ADVANCEMENT	VI. MARKETING
<i>"Where should we target our recruitment efforts?"</i>	<i>"Are we offering our students compelling academic programs?"</i>	<i>"What resources could help drive student success?"</i>	<i>"Which tuition optimization strategies should we use?"</i>	<i>"Which donors should we prioritize in our outreach?"</i>	<i>"What marketing channels should my institution leverage?"</i>
<ul style="list-style-type: none"> Enrollment Funnel Analysis Geomarket Opportunity Analysis Admitted Student Survey Institutional Preference Survey 	<ul style="list-style-type: none"> Academic Portfolio Optimization Academic Program Assessment Prospective Student Survey Employer Needs Assessment 	<ul style="list-style-type: none"> Campus Climate Survey Student Success and Retention Analysis Dropped Student Survey Alumni Outcomes Survey 	<ul style="list-style-type: none"> Tuition Optimization Survey Financial Aid Optimization Analysis Tuition and Fees Benchmarking Organizational Benchmarking 	<ul style="list-style-type: none"> Advancement Analytics Donor Segmentation Analysis Alumni Impact & Engagement Survey Economic Impact Survey 	<ul style="list-style-type: none"> Brand Perception Survey Recruitment Channel Analysis Marketing Position Analysis Usability Testing

GRANTS SOLUTIONS					
Hanover's Grants Solution supports your grantwriting needs from a la carte support to full proposal development.					
GRANTS SOLUTIONS					
• Grant-seeking Capacity	• Funding Research	• Pre-Proposal Support	• Proposal Review & Support	• Proposal Development	

Beyond Hanover's market research capabilities, the Hanover Grants team brings a deep and diverse set of skills and expertise areas that have been curated to help our member institutions achieve results. Hanover's team of ~25 Grants Consultants, Content Directors, and Research Analysts have direct and relevant experience supporting grant development initiatives at institutions of all shapes and sizes, and our team is built to meet clients' unique challenges and priorities. Our team has 200+ years of collective experience in grant-seeking and research development.

- **Grantseeking Capacity Development.** Developing organizational capacity to pursue and win grant funding, through training, strategic assessment, and benchmarking. Project types include: Onsite Grantsmanship Workshops; Grantsmanship Webinars; Grantseeking Strategy Development; and Grantseeking Capacity Research.
- **Funding Research.** Identifying and evaluating grant opportunities aligned to member projects, while enabling longer-term planning through funded project research and forecasting. Project types include: Prospecting; Funding Opportunity Analysis; Funding Activity Research; and Forecasting.
- **Pre-Proposal Support.** Assessing and developing competitive project concepts, helping members to navigate funder requirements and build relationships prior to completing submissions. Project types include: Concept Development; Competitiveness Assessment; and Outreach Consulting.
- **Proposal Support.** Supporting member-led grant proposal projects by providing review and revision services designed to ensure the strongest possible proposals are submitted. Project types include: Proposal Review; Proposal Revision; Proposal Research; and Internal Pre-Proposal Review.

- **Proposal Development.** Leading programmatic grant proposals, in close coordination with member teams, crafting narrative drafts over a defined timeline towards a polished submission. Project types include: Proposal Review; Proposal Revision; Proposal Research; and Internal Pre-Proposal Review



In response to Section XIII B.6.

- Are you and/or your subcontractor currently involved in litigation with any party?
 - Hanover response: No**
- Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years
 - Hanover response: N/A**
- Please list all lawsuits that involved your firm or any subcontractor in the last three years.
 - Hanover response: N/A**
- In the past ten (10) years, has your firm's name changed? If so, please provide a reason for the change.
 - Hanover response: N/A**

In response to Section XVI.

Regarding payment terms and method, Hanover prefers **Option #3**, net 30 payment terms where all payments will be made electronically to Hanover's bank account.

APPENDIX

HIGH-LEVEL SUMMARY: MARKET OPPORTUNITY SCAN

QUESTIONS	METHODOLOGICAL APPROACH	OUTCOMES
<ul style="list-style-type: none">Based on historical degree conferral trends, which academic programs or certificates are likely to be attractive to students?Where will graduates be able to get jobs, given labor market estimates?Given current offerings, which programs present the best potential opportunities for expansion, development, and reduction?	<p>Hanover Research will discover potential opportunities regarding programmatic offerings through a high-level assessment of student demand trends as measured by degree conferral rates, and labor market trends as measured by economic forecasts.</p> <p>The scan can be done for both existing programs and a look towards new programs. We recommend further program-specific analyses for areas of interest to address and contextualize viability through a review of other market factors, such as the competitive landscape, job opening trends and often-sought academic qualifications, and recent industry trends.</p>	<ul style="list-style-type: none">✓ Identify high-growth, high-potential program offerings✓ Calibrate program portfolio to meet market demand✓ Evaluate go/no-go decisions to continue investment in specific academic programs✓ Track program growth/shrinkage over time
TIMELINE	~6 weeks	

HIGH-LEVEL SUMMARY: MARKET ANALYSIS REPORT (PER PROGRAM)

QUESTIONS	METHODOLOGICAL APPROACH	OUTCOMES
<ul style="list-style-type: none"> What is the viability of launching a specific proposed academic program? What does potential student demand look like? Will graduates of this potential program be able to find employment? What is the competitive landscape for this potential degree program? 	<p>Hanover Research will assess the viability of a specific program by analyzing three critical elements: student demand as measured by degree conferral trends; labor market demand as measured by economic forecasts for related jobs in the industry; and market saturation as measured by the density and homogeneity of the competitive landscape. In addition, Hanover will consider external market factors specific to Old Westbury that impact viability. The result of this assessment will provide Old Westbury strategic insight into the viability of a proposed program in order to make an informed decision about how to proceed, based upon the market factors assessed.</p>	<ul style="list-style-type: none"> ✓ Assess new program feasibility in terms of student demand, employer demand, and market saturation ✓ Avoid launching programs with low demand or excess competitive supply ✓ Proactively position the institution to meet the evolving needs of the market through programmatic offerings

TIMELINE

~6 weeks per program

HIGH-LEVEL SUMMARY: PROSPECTIVE STUDENT SURVEY

QUESTIONS	METHODOLOGICAL APPROACH	OUTCOMES
<ul style="list-style-type: none"> What are potential students' level of interest in a particular program? What facets of higher education are most important to them (i.e., cost, format, reputation, etc.) How do prospective students view Old Westbury in relation to competitors? How do prospective students evaluate higher education programs? What marketing and communication channels do prospective students leverage? 	<p>Hanover Research will gauge interest in academic programs; brand perception and awareness levels; marketing and communication effectiveness through a survey of prospective students. Survey results will provide insight into the viability of academic programs; how Old Westbury is viewed by segments; and how to engage potential students, giving Old Westbury actionable data to inform marketing and branding campaigns and optimize its program portfolio. In the event that Old Westbury does not already have contact information for prospective students to take this survey, Hanover will seek the help of a panel vendor to identify respondents that fit Old Westbury's criteria. This cost would be directly passed on to Old Westbury.</p>	<ul style="list-style-type: none"> ✓ Assess academic program viability ✓ Understand influencers that impact student decision-making ✓ Develop a marketing strategy to highlight strengths and differentiate from the competition ✓ Track brand strength over time

TIMELINE

~12 weeks

HIGH-LEVEL SUMMARY: COMPREHENSIVE ENROLLMENT FUNNEL DASHBOARD

QUESTIONS	METHODOLOGICAL APPROACH	OUTCOMES
<ul style="list-style-type: none">Which students or student subpopulations are most likely to progress throughout the enrollment funnel, from inquiry to enrollment at Old Westbury?What characteristics/behaviors are most predictive of progress through various stages of the enrollment funnel?What activities or incentives directly correlate with progress from inquiry, to application, and finally to enrollment?How do various financial aid packages, types and amounts affect enrollment decisions?How should Old Westbury allocate financial resources, to maximize enrollment?	<p>Hanover Research will leverage its advanced analytics capabilities to help institutions understand factors driving year-to-year movement of potential students through the enrollment funnel, from inquiry through enrollment. Using predictive modeling, Hanover analyzes student-level demographic, academic, and other data to identify the characteristics and behaviors most predictive of progression through the enrollment funnel.</p>	<ul style="list-style-type: none">✓ Increases in the number of students progressing from inquiry to enrollment through targeted recruitment efforts✓ Identification of longitudinal enrollment trends✓ Strategic allocation of financial aid to maximize yield
TIMELINE	~8-10 weeks	

HIGH-LEVEL SUMMARY: EMPLOYER IN DEPTH INTERVIEWS

QUESTIONS	METHODOLOGICAL APPROACH	OUTCOMES
<ul style="list-style-type: none">What skills and/or knowledge are employers looking for in graduates of X program(s)?How do potential employers in the X industry/field perceive X programs?What are current trends in X that should be reflected in program curricula?How can Old Westbury's program distinguish itself in the X market?	<p>To explore employer needs of X program graduates and their perceptions of X program(s), Hanover proposes conducting the qualitative telephone in-depth interview with industry representatives. This methodology is best suited to help uncover perceptions, needs, and trends of X programs and their graduates.</p> <p>Hanover may recommend incentivizing participation for the interviews. A cost which would be directly passed on to SUNY Old Westbury. Such interviews could also be conducted with additional stakeholder groups such as industry experts, parents, community members, etc.</p>	<ul style="list-style-type: none">✓ Direct industry insight for program development to ensure market alignment✓ Preemptively raise program awareness with potential employers✓ Develop potential employer/industry partnerships
TIMELINE	~10 weeks per stakeholder group	



HANOVER'S HIGHER EDUCATION SOLUTIONS

Hanover can help your institution tackle challenges across every department, amplifying your individual efforts with our tried and tested suite of solutions.

RESEARCH SOLUTIONS
Hanover's Research Solutions provide key insights across both academic and administrative areas.

ACADEMIC SOLUTIONS	
I. ENROLLMENT MANAGEMENT Vice President for Enrollment Management <i>"Where should we target our recruitment efforts?"</i> <ul style="list-style-type: none">• Pre-Enrollment Funnel Dashboard• Geomarket Opportunity Dashboard• Enrollment Choice Survey	\$200,000 Recruitment cost savings for an institution after using Hanover's Enrollment Management Solution
II. ACADEMIC DEVELOPMENT Provost/Chief Academic Officer <i>"Are we offering our students compelling academic programs?"</i> <ul style="list-style-type: none">• Market Opportunity Scan• Market Analysis Report• Academic Program Benchmarking• Prospective Student Survey• Employer Needs IDIs	\$350M New program revenue generated for clients over the last five years through Hanover's recommendation
III. STUDENT EXPERIENCE Vice President for Student Affairs <i>"What resources could help drive student success?"</i> <ul style="list-style-type: none">• Institutional Climate Survey• Early Warning Performance Dashboard• Dropped Student Survey• Alumni Career Tracking	60% Clients who improved their retention rate within one year with Hanover's support

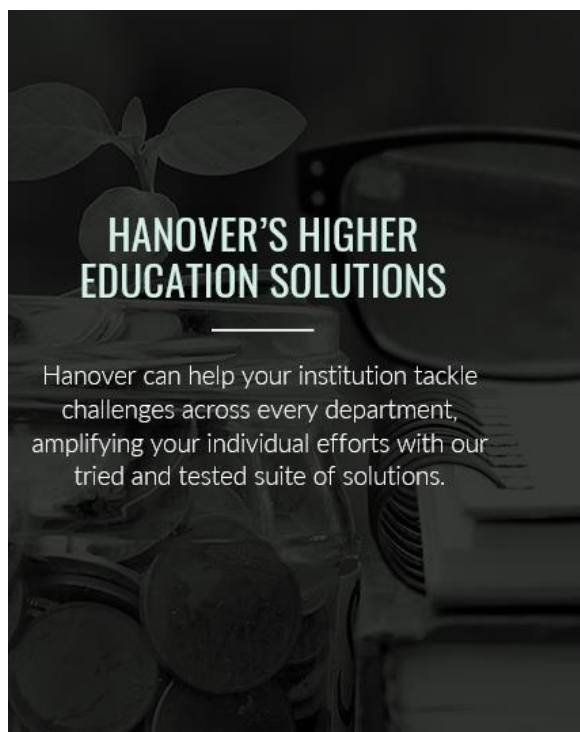


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Hanover can help your institution tackle challenges across every department, amplifying your individual efforts with our tried and tested suite of solutions.

RESEARCH SOLUTIONS
Hanover's Research Solutions provide key insights across both academic and administrative areas.

ADMINISTRATIVE SOLUTIONS	
IV. FINANCE Vice President for Finance and Administration <i>"Which tuition optimization strategies should we use?"</i> <ul style="list-style-type: none">• Tuition & Aid Sensitivity Survey• Student Yield Dashboard• Financial Aid Optimization Analysis	\$30M Annual savings for clients through Hanover's recommendations against the launch of low-growth degree programs
V. ADVANCEMENT Vice President for Strategic Initiatives and Public Affairs <i>"Which donors should we prioritize in our outreach?"</i> <ul style="list-style-type: none">• Economic Impact Study• Donor Segmentation Analysis• Alumni Impact & Engagement Survey	10% Average increase in alumni giving within one year for clients who implemented Hanover's recommended strategies
VI. MARKETING Vice President for Marketing, Communications, and Public Relations <i>"What marketing channels should my institution leverage?"</i> <ul style="list-style-type: none">• Brand Assessment Survey• USNWR Ranking Analysis• Marketing Channel Survey• Marketing Position Analysis	104% Increase in application rate for an online liberal arts program as a result of marketing strategies derived from Hanover's messaging analysis



GRANTS SOLUTIONS

Hanover's Grants Solutions advance your grantseeking priorities with high-quality pre-award support services across the grant development lifecycle.

GRANTS SOLUTIONS

GRANTSEEKING CAPACITY DEVELOPMENT

- Grantsmanship Workshops and Webinars
- Grantseeking Strategy Development
- Benchmarking Research Operations

FUNDING RESEARCH

- Grant Prospecting
- Funding Opportunity Analysis
- Grant Calendars and Forecasts

PRE-PROPOSAL SUPPORT

- Concept Development
- Competitiveness Assessment
- Outreach Consulting

PROPOSAL SUPPORT

- Proposal Review
- Proposal Revision

PROPOSAL DEVELOPMENT

- Proposal Writing

\$750M+

Total grant funding secured for members with Hanover's support since 2012

11 to 1

ROI Earned by Hanover's members

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



REQUEST FOR PROPOSALS GMU-1827-23

ISSUE DATE: September 8, 2022

TITLE: Academic and Business Consulting Services

PRIMARY PROCUREMENT OFFICER: Davena Reynolds, Senior Buyer, dreyvo3@gmu.edu

SECONDARY PROCUREMENT OFFICER: James F Russell, Director, jrussell@gmu.edu

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on September 21, 2022. All questions must be submitted in writing in WORD format. Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM EST on September 27, 2022. Also see section III. COMMUNICATION, herein.

PROPOSAL DUE DATE AND TIME: October 12, 2022 @ 2:00 PM EST. SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

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: The Hanover Research Council LLC

Date: 10/21/2022

DBA: Hanover Research

Address: 4401 Wilson Blvd, 4th floor
Arlington, VA 22203

DocuSigned by:
By: 
Signature
AB090071788425...

FEL/FIN No. 20-0253005

Name: Kristina Scott

Fax No.

Title: Managing Director

Email: awoods@hanoverresearch.com

Telephone No. 609-462-4412

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/Officer because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

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Fairfax, Va. 22030
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<http://fiscal.gmu.edu/purchasing/>

RFP ADDENDUM NO. 4:

Date: October 12, 2022
Reference: RFP #GMU-1827-23
Title: Academic and Business Consulting Services
RFP Issued: September 08, 2022
Proposal Due Date: **October 26, 2022 @ 2:00 PM ET**

The following changes are hereby incorporated into the aforementioned RFP:

Clarification to Vendor Question #41. Does the Reference and Engagements section of the RFP (as described in XIII 4.b.) count as part of the 20-page limit? **No.**

I hereby acknowledge receipt of RFP# GMU-1827-23 Academic and Business Consulting Services.

The Hanover Research Council LLC

NAME OF FIRM

Kristina Scott

NAME (Print or typed)

DocuSigned by:

Kristina Scott

SIGNATURE

10/20/2022

DATE



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

**ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR**

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

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

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

Offeror Name: The Hanover Research Council LLC

Preparer Name: Andrew Woods **Date:** 10/20/2022

Who will be doing the work: ☐ I plan to use subcontractors ☒ I plan to complete all work

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.
- B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: _____ **Certification Date:** _____

Section B

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this 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.

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement Subcontract #1

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

DocuSign Envelope ID: 8D27774D-D211-440A-B369-FA5AA8FB87D5

Subcontract #2

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #3

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #4

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #5

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____



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ATTACHMENT B – SAMPLE CONTRACT
GMU-1657-20

Note: Other documents may be incorporated into this document, either by way of attachment or by reference, but in all cases this contract document shall take precedence over all other documents and will govern the terms and conditions of the contract.

This Contract entered on this ____ day of _____, 2022 (Effective Date) by _____ hereinafter called "Contractor" (located at _____) and George Mason University hereinafter called "Mason," "University".

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

II. SCOPE OF CONTRACT: The Contractor shall provide _____ ~~the Deliverables as set forth in the Order Form~~ for the _____ of George Mason University as set forth in the Contract documents.

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

IV. PRICE SCHEDULE: As negotiated

V. CONTRACT ADMINISTRATION: _____ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

VI. METHOD OF PAYMENT: As negotiated

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

- A. This signed form;
- B. Data Security Addendum (attached);
- C. Negotiation Responses dated XXXXX (incorporated herein by reference);
- D. RFP No. GMU-XXXX-XX, in its entirety (incorporated herein by reference);
- E. Contractor's proposal dated XXXXXX (incorporated herein by reference);
- E.F. The Hanover Digital Client Portal Terms of Use (<http://www.hanoverresearch.com/terms-of-use/>)

VIII. GOVERNING RULES: This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the "Governing Rules" and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.

IX. CONTRACT PARTICIPATION: *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 and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct

Commented [CC1]: These Hanover Digital terms of use ONLY cover the syndicated offerings on Hanover Digital, not the research deliverables under this agreement. Client may choose to receive the deliverables over secure email if they do not wish to access Hanover Digital and agree to the online terms

Field Code Changed

administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. **ANTITRUST:** By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. **ASSIGNMENT:** Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this Contract for five

(5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- F. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. **AUTHORIZED SIGNATURES:** The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. **BACKGROUND CHECKS:** Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in University Policy Number 2221 – Background Investigations, the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. **CANCELLATION OF CONTRACT:** Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and ~~Contractor-Mason understands and agrees that it will not be entitled to any refund for the current year under the Contract~~agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. 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~~services prior to the effective date of cancellation.
- J. **CHANGES TO THE CONTRACT:** Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract. 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 this Contract.
 2. Mason may order changes within the general scope of Contract at any time by written notice to and mutual agreement by Contractor. Changes within the scope of this Contract may include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall review ~~comply with~~ the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order ~~and shall give Mason a credit for any savings.~~ Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ~~ordering-Mason and~~ Contractor mutually agreeing to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit ~~may be~~ allowed ~~if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings.~~ Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in

Commented [CC2]: As a subscription access based service, Hanover does not offer refunds for a cancellation in the middle of the term.

Commented [CC3]: @Kristina – Are you comfortable allowing termination for convenience?

the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. ~~Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.~~

- K. **CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The 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~~ parties shall be responsible for any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. **COMPLIANCE:** All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. **CONFLICT OF INTEREST:** Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq.*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq.*) or any other applicable law or regulation.

P. CONTINUITY OF SERVICES:

- a. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon Contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
- b. The Contractor shall, at Mason's expense, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
- c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.

Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.

R. DEFAULT: In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.

S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.

T. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.

U. EXPORT CONTROL:

1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - A. notify Mason (by sending an email to export@gmw.edu), and
 - B. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-

authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.

- V. **FORCE MAJEURE:** ~~Mason-Each party~~ shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of ~~Mason/that party~~, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. ~~Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.~~
- W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. ~~Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.~~
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from ~~or caused by the use of any materials, goods, or equipment of any kind or nature any third party intellectual property infringement claims regarding the Services~~ furnished by the Contractor/~~any services of any kind or nature furnished by the Contractor or any breach of confidentiality by 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.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

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

BB. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured.

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, and Commercial Automobile Liability Insurance.

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

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

2. Work Made for Hire. Except as otherwise set forth herein, Contractor warrants to Mason that Mason will own all rights, title and interest in any and ~~all intellectual property rights~~ Deliverables 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~~ Deliverables 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.

2. Mason acknowledges and agrees that Contractor owns all intellectual property rights in the methodologies, processes or trade secrets used by Contractor to create the Deliverables and Services ("Hanover Research IP"). Contractor grants Mason a non-exclusive, royalty-free, worldwide, irrevocable, non-transferable license to use, reproduce, and distribute the Hanover Research IP for its internal business purposes solely to the extent and in the form in which it is contained within the Deliverables. Mason may not modify, reverse engineer or use the Hanover Research IP in any way to provide services that would be in competition with the Services. Notwithstanding the foregoing, all materials, rights, data and intellectual property owned by third parties which are incorporated into the Deliverables shall remain the sole and exclusive property of such third parties, and Mason agrees to use such third party materials consistent with the applicable third party license terms. In the case of publicly sourced data or information contained in the Deliverables, Mason acknowledges that any ownership of such data and information shall be retained by the source of the data or information, and Mason shall use such data or information in accordance with applicable law, including fair use under section 107 of the Copyright Act. Contractor or its third party provider may transfer or sublicense to Mason usage rights. Certain types of sensitive personal data may be subject to additional usage restrictions as conveyed by Contractor or such third party provider to Mason, and Mason agrees to comply with any such restrictions of which it has been notified. Mason may distribute the Deliverables on an ad-hoc basis, including but not limited to any form of online distribution, so long as it is in compliance with the Agreement and so long as such Deliverables are unmodified and attributed to Contractor. Mason may not modify any of the disclaimer language included in any Deliverables, and Mason agrees not to resell the Deliverables in any way. In order for Contractor to provide to Mason additional insight into Contractor's industry and to provide certain syndicated materials, Contractor retains a non-exclusive, royalty-free, worldwide license to use,

reproduce, and distribute the data or information contained within the Deliverables created or developed by Contractor in the service of the Agreement (including any University Data), and Contractor shall own any derivative works therefrom, so long as Contractor does not repurpose or use any Confidential Information of Mason without appropriate anonymization or deidentification.

3. Hanover Research Digital Services

The Services may include Mason's access to on-demand resources available to the broader Hanover Research client base through Contractor's client portal (the "Client Portal"), which includes Contractor syndicated materials ("Syndicated Materials"). Apart from accessing the Deliverables (as defined below) provided under the Agreement, any use of the Client Portal by Mason or its representatives is governed by the Client Portal Terms of Use (<http://www.hanoverresearch.com/terms-of-use/>). If Mason chooses to access the Client Portal, Mason hereby acknowledges and agrees to the terms set forth in the Client Portal Terms of Use. If Mason chooses not to agree to the Client Portal Terms of Use, Mason will not have access to the Client Portal and Contractor will provide the Deliverables to Mason over email.

The number of individuals at the Mason organization requiring access to the Client Portal may be determined with Contractor on an as-needed and/or trial basis. Mason is provided a set number of logins to the Client Portal depending on the membership tier selected in the Order Form: 10 for Digital, 25 for Custom, 50 for Premium (or Advisory), & 75 for Strategy. These logins are available only to Mason employees, and Mason may not make these logins available to any students. Additional logins are available upon execution of an additional Order Form.

The Research Services may include Mason's access to Contractor's education research library (the "Research Library") on the Client Portal. The Research Library uses Contractor's extensive research capabilities to provide an archive of redacted and/or anonymized reports to supplement the research commissioned by Mason as well to assist in idea generation for new research. If Mason's partnership with Contractor includes access to the Research Library, then Mason understands and agrees that any reports provided by Contractor to Mason under the Agreement may be used by Contractor for distribution through the Research Library, so long as Contractor appropriately deidentifies and/or anonymizes any Confidential Information of Mason. Mason also hereby explicitly agrees that any materials in the Research Library may not be distributed, reproduced or published without Contractor's prior written consent.

2.1.

- DD. **NON-DISCRIMINATION:** All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).
- EE. **PAYMENT TO SUBCONTRACTORS:** The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- FF. **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.
- GG. **REMEDIES:** If the Contractor materially breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.

- HH. **RENEWAL OF CONTRACT:** This Contract may be renewed by Mason for four (4) 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 lesser of the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%.
 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 lesser of the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%.
- II. **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/clerv-act-reporting/campus-security-authority-csa/>.
- JJ. **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.
- KK. **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.
- LL. **SOVEREIGN IMMUNITY:** Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. **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.
- NN. **SWaM CERTIFICATION:** Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.

OO. **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.

PP. **UNIVERSITY DATA SECURITY:** Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of

the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.
3. Mason reserves the right in its sole discretion to perform audits of 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.

QQ. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that, except for any archival copies, 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.

RR. EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, THE RESEARCH SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, CONTRACTOR DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE DATA PROVIDED AS PART OF THE DELIVERABLES OR THE RESEARCH SERVICES. MASON'S SOLE AND EXCLUSIVE REMEDY FOR ANY MATERIAL BREACH OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE, AT CONTRACTOR'S OPTION EITHER: (1) REPERFORMANCE OF THE DEFECTIVE DELIVERABLES OR (2) A REFUND OF

MONIES PAID FOR THE DEFECTIVE DELIVERABLES. MASON AND CONTRACTOR BOTH AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL OR INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES UNDER THIS AGREEMENT. MASON AND CONTRACTOR ALSO AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN ANY EVENT FOR AN AMOUNT GREATER THAN THE CURRENT YEAR'S SERVICE FEE UNDER THIS AGREEMENT.

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

SS-JT. 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: _____

Attachment C
Data Security Addendum for inclusion in GMU-1827-23 with
George Mason University (the "University")

This Addendum supplements the above-referenced Contract between the University and Hanover Research ("Selected Firm/Vendor") dated 10/20/2022 (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. Selected Firm/Vendor agrees to indemnify and hold the University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to

maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Sensitive University Data: Social Security Number trace, and 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: Selected Firm/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. Selected Firm/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

Hanover Research

DocuSigned by:
Signature: Kristina Scott
Name: Kristina Scott
Title: Managing Director
Date: 10/20/2022

Signature: _____
Name: _____
Title: _____
Date: _____

Hanover Digital Terms of Use

I. Introduction

Please read these Hanover Digital Terms of Use carefully (“Terms”). These Terms constitute a binding agreement between you (or “Client”) and The Hanover Research Council LLC (“Hanover Research,” “Company,” “we,” or “us”) and shall govern your use of our website <https://hanoverresearch.secure.force.com/customerportal/> (“Hanover Digital” or the “Portal”). The term “Portal” shall include services that are provided through Hanover Digital and any associated content, software, services or applications used in connection with providing the services. To the extent that any provision of the terms and conditions are either legally prohibited by applicable law or held to be invalid or enforceable, those specific provisions shall not apply to you or your use of the Portal, but all other provisions will remain in full force and effect.

To the extent you have executed a separate services agreement with Hanover Research for custom research services (a “Client Services Agreement”), the terms of that Client Services Agreement shall apply solely to any custom commissioned research deliverables provided to you by Hanover Research that are available under your “My Projects” tab of the Portal, but these Terms will govern all other aspects of your use of Hanover Digital. Other than with respect to the custom commissioned Deliverables available under your “My Projects” tab of the Portal, if there is any conflict between these Terms and the Client Services Agreement, these Terms will govern and supersede over any term of any Client Services Agreement.

Your use of the Portal signifies your agreement to be bound by these Terms in full. If you do not agree to any part of these Terms, do not access or use the Portal. If you are under 18 years of age, you represent and agree that you have the legal consent of your parent or guardian to access and use the Portal.

If you are using the Portal on behalf of a corporation, tax exempt organization, educational institution or any other form of organization, you represent that you have the right, power and authority to enter into these Terms on behalf of that organization and bind the organization to its terms. You may not share your use of Hanover Digital outside of your organization. You may not share your use of Hanover Digital or your login with any other person or affiliate of your organization or any other third party, as each person or affiliate must execute these Terms directly with Hanover Research in order to access the services. By using Hanover Digital or submitting any personal information to us through the Portal you hereby acknowledge that we will use your personal information in accordance with the terms of our website Privacy Policy (<http://www.hanoverresearch.com/privacy-policy/>), the terms of which are incorporated herein by reference. All personally identifiable information of students transferred or collected by Hanover Research shall be treated in accordance with our Student Privacy Terms (<https://www.hanoverresearch.com/client-services-student-privacy-addendum/>), which Student Privacy Terms are hereby incorporated by reference.

You are responsible and liable for all uses of the Portal through access thereto provided by you, directly or indirectly. Specifically, and without limiting the generality of the foregoing, you are responsible and liable for all actions and failures to take required actions with

respect to the Portal by its authorized users or by any other person to whom you or an authorized user may provide access to or use of the Portal, whether such access or use is permitted by or in violation of these Terms. If you are the administrator for your organization to Hanover Digital, you hereby agree to notify Hanover Research at info@hanoverresearch.com within 24 hours of (a) any employee of yours who has a Hanover Digital login and whom you suspect of breaching any of these Terms or whose employment has been terminated and (b) any data or security breach with respect to any of your logins or your organization's use of the Portal.

BY CLICKING THE "ACCEPT" BUTTON YOU ACCEPT THIS AGREEMENT AND AGREE THAT YOU AND YOUR ORGANIZATION ARE LEGALLY BOUND BY ITS TERMS. BY USING OR ACCESSING ANY PART OF THE PORTAL, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THESE TERMS. YOU CERTIFY THAT YOU HAVE READ AND EXPRESSLY AGREE TO THE TERMS OF OUR ONLINE PRIVACY POLICY POSTED ON THE HANOVER RESEARCH SITE ([HTTP://WWW.HANOVERRESEARCH.COM/PRIVACY-POLICY/](http://www.hanoverresearch.com/privacy-policy/)). IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU MAY NOT ACCESS OR USE ANY PART OF THE SERVICE.

International Users

This Portal is targeted towards users located in the United States, however, given the nature of the Internet, it may be accessed in other parts of the world. If you are not a resident of the United States and you use the Portal, you acknowledge, understand and agree that you are doing so on your own initiative and at your own risk, and that it is your responsibility to make sure that your use of the Portal complies with all applicable local laws in the jurisdiction from where you access or use the Portal. If you are located outside of the United States, by using the Portal or submitting any personal information to us, you expressly consent to the transfer, processing and storage of your personal information in the United States.

Revisions to These Terms

We reserve the right, in our sole discretion, to revise these Terms at any time, in whole or in part, by posting an updated version on the Portal, without prior notice. Changes to these Terms will be effective when posted. After changes to these Terms are posted, your continued use of the Portal constitutes your binding acceptance of these Terms. If you object to any changes to these Terms, your sole recourse will be to stop using our Portal.

II. Use of the Portal

Ownership

Hanover Research or its licensors are the exclusive owners or licensors of the content on the Portal, including, but not limited to, reports, dashboards, tools, designs, text, graphics, images, videos, information, marks, logos, button icons, software, audio files, computer code, and other content (collectively "Content"). The Portal and all Content are the property of Hanover Research or our licensors and are protected under copyright,

trademark and other laws, and all copyright and other intellectual property rights in our Portal and the Content are reserved worldwide. Unauthorized use of the Content or the Portal may violate copyright, trademark or other applicable laws, will be treated as a breach of these Terms and is strictly prohibited.

You acknowledge and agree that the Portal is provided under license, and not sold, to you. You do not acquire any ownership interest in any services, software, marks or Content of the Portal under these Terms, or any other rights thereto other than to use the same in accordance with the license granted, and subject to all terms, conditions and restrictions under these Terms. Hanover Research and its licensors and service providers reserve and shall retain their entire right, title and interest in and to the services, software, marks and Content of the Portal and all intellectual property rights arising out of or relating to the Portal. You agree to safeguard all portions of the Portal (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access. You shall promptly notify Hanover Research if you become aware of any infringement of the Hanover Research or its licensors' intellectual property rights in the Portal and fully cooperate with Hanover Research in any legal action taken by Hanover Research or its licensors to enforce its intellectual property rights.

Limited License

Subject to these Terms you are hereby granted a limited, revocable, non-exclusive, non-transferable, non-assignable, license to access, view and use the Portal and its Content solely for your internal business purposes. You may summarize portions or send limited excerpts of the Portal Content internally and externally, so long as you do not: (i) do so in a routine or systematic basis (e.g., if you consistently distribute a periodic summary or excerpt of the Content or you leverage a business process that allows non-licensed users either within or outside of your organization to routinely approach you to meet their research needs); (ii) send such excerpts or summaries to an audience of larger than ten (10) people outside of your organization; or (iii) do so with the intent or effect of avoiding the purchase of additional Portal licenses. Any reuse or republication of Content from the Portal must be attributed to Hanover.

The Portal may also contain third party Content (including software, materials or services), and Hanover Research makes no representation or warranty with respect to such third party Content, including any software, materials or services. You also acknowledge and agree that you will not own any publicly sourced information contained within the Content, but that you may use such information in accordance with applicable law, including fair use under Section 107 of the Copyright Act. You agree that you will not modify any of the disclaimer language included in any portion of the Content or the Portal, and you agree not to resell or commercially utilize the Content or any portion of the Portal in any way. Any other use not permitted herein is expressly prohibited. This license is revocable at any time without notice upon any breach by you of these Terms.

Except as otherwise provided herein, no Content or other material made available on or through the Portal may be copied, modified, reproduced, duplicated, republished, uploaded, posted, transmitted, sold, transferred, publicly displayed, distributed, or used to create derivative works, without the written permission of the copyright owner.

Your access to Hanover Digital may include access to certain syndicated and/or copyrighted materials in Hanover Research's education research library (the "Research Library") on the Portal. Client also hereby explicitly agrees that any materials in the Research Library may not be distributed, reproduced or published without Hanover Research's prior written consent.

Except as otherwise provided herein, no Content or other materials obtained from or through the Portal, even if authorized for download from the Portal, may be redistributed, nor may they be used for any other purpose, without our prior written consent.

We reserve the right to restrict access to areas of our Portal, or indeed our whole Portal, in our sole discretion. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our Portal.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OR YOUR ACCEPTANCE OF THESE TERMS, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION OR OTHERWISE) UNDER THESE TERMS, AND THESE TERMS EXPRESSLY EXCLUDE ANY RIGHT, CONCERNING ANY SOFTWARE, SERVICE OR CONTENT THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF THAT LICENSOR'S SOFTWARE, SERVICE OR CONTENT.

Prohibited Use

You agree to use our Portal only for its intended purpose and in compliance with all applicable laws. The following uses of our Portal are prohibited. You agree not to:

- (a) Use our Portal in any way or take any action that causes, or may cause, damage to the Portal or impairment of the performance, availability or accessibility of the Portal;
- (b) Attempt to interfere with, harm, steal from, or gain unauthorized access to user accounts or the technology and equipment supporting our Portal;
- (c) Frame or link to our Portal without our prior written permission;
- (d) Use our Portal in any way that is or may potentially be unlawful, illegal, fraudulent or harmful, or in connection with any actual or potentially unlawful, illegal, fraudulent or harmful purpose or activity;
- (e) Use our Portal to copy, store, host, transmit, send, use, publish or distribute any material which consist of (or are linked to) any spyware, computer virus, Trojan horse, worm, or other malicious computer software;
- (f) Attack our site or cause our site to be attacked via a denial-of-service attack or a distributed denial-of-service attack;
- (g) Attempt to reidentify any personal information or other confidential information;
- (h) Post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity;
- (i) Disclose personal information about another person, or post any content that is unlawful, pornographic, obscene, defamatory, libellous, threatening, discriminatory, harassing, bullying, vulgar, indecent, profane, hateful, racially,

- culturally or ethnically offensive or that encourages criminal conduct or that gives rise, or potentially gives rise to civil or criminal liability;
- (j) Conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Portal without our express written consent;
- (k) Use the Content beyond the scope of the license granted under these Terms;
- (l) Provide any other person, including any your subcontractors, with access to or use of the Content, software or services of our Portal;
- (m) Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Content or Portal or any part thereof, except as otherwise permitted herein;
- (n) Combine the Content or any part thereof (including any software) with, or incorporate the software or any part thereof in, any other programs, except as otherwise permitted herein;
- (o) Reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the software of the Portal or any part thereof;
- (p) Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Content, software or services of the Portal, including any copy thereof;
- (q) Copy the Content, in whole or in part, except as otherwise provided for herein;
- (r) Sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Content, or any features or functionality of the Portal, to any third party for any reason or over any medium, except as otherwise provided for herein;
- (s) Use the Content or the Portal in violation of any law, regulation or rule; or
- (t) Use the Content or the Portal for purposes of competitive analysis of the Content, the development of a competing software product or service or any other purpose that is to Hanover Research or its subcontractors' commercial disadvantage.

Login Credentials

If you receive an account with our Portal you will receive a temporary password and will be asked to select a permanent password upon receipt. You are responsible for maintaining the confidentiality of your login credentials and are fully responsible for all activities that occur through the use of your login credentials. You agree to not share your login credentials with any other person and to notify us immediately if you believe that the confidentiality of your login credentials has been compromised or if you suspect unauthorized use of your account. You agree that we will not be responsible for any loss or damage arising from unauthorized use of your login credentials. You may email us at info@hanoverresearch.com to cancel your account at any time through the settings in your account. Please note that we reserve the right to suspend or cancel your account at any time, or terminate your use of our Portal, at any time in our sole discretion, if there is any breach of these Terms or we reasonably suspect any violation of these Terms by you or your organization.

Communication

By having an account on our Portal and agreeing to these terms and conditions, you agree to receive email from us at the email address you provided to us for customer service related purposes, even if you have chosen to opt-out of marketing communications from us, as further explained in our website Privacy Policy (<http://www.hanoverresearch.com/privacy-policy/>).

Electronic Notices

By using our Portal or providing any personal information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Portal. If we learn of a security breach relating to your personal information that is required to be reported to you pursuant to applicable state law, we may attempt to notify you electronically by posting a notice on our Portal or by sending an email to you. You may have a legal right to receive this notice in writing. To receive free written notice via regular mail of a security breach that is required to be reported to you under applicable state law, (or to withdraw your consent to receive electronic notices), please contact us at info@hanoverresearch.com.

User Content

Our Portal may provide you with the ability to create, post, or share content, including by posting messages in chat rooms or comments on blog posts, or via other means ("User Content"). You or a third-party licensor, as appropriate, retain all intellectual property rights to your User Content and you are responsible for protecting those rights. You understand and agree that you will not obtain, through the use of the Portal, any right, title or interest (including intellectual property rights) in any content delivered via the Portal. You may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display or sell any content posted by other Portal users.

You represent and warrant that: (i) you own the User Content posted by you on or through the Portal or that you otherwise have the right to grant the license set forth below; (ii) the posting and use of your User Content does not violate the privacy rights, publicity rights, copyrights, contractual rights, intellectual property rights, or any other rights of any person; and (iii) the posting of your User Content on the Portal does not result in a breach of contract between you and a third party. You acknowledge and agree that your User Content is non-confidential and non-proprietary and you agree to pay all monies owed to any person as a result of posting your User Content on our Portal.

License to Use User Content

By creating, posting or sharing any User Content on or through our Portal, you grant Hanover Research an irrevocable, perpetual, transferrable, unconditional, unrestricted, sublicenseable, world-wide, non-exclusive, royalty-free license to copy, use, reproduce, modify, remove, publish, upload, distribute, transmit, publicly display and create derivative works from your User Content for any purpose, without compensation to you, including for the purpose of promoting our Portal and the services we offer. You waive any rights you may have regarding your User Content being altered or manipulated in any way that may be objectionable to you. We reserve the right to refuse to accept, post, display, or transmit any

of your User Content in our sole discretion. If we have access to student records from you in connection with your use of the Portal, Hanover agrees to comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and all requirements imposed by FERPA or pursuant to regulation of the Department of Education with respect to the privacy of student information.

User Content Disclaimers

We do not represent or guarantee the truthfulness, accuracy, or reliability of content posted by users of our Portal. You accept that any reliance on material posted by other users of the Portal or other third parties will be at your own risk. By using the Portal you accept the risk that you might be exposed to content posted by other users that you may disagree with.

You are solely responsible for your User Content that is posted on the Portal and we do not endorse, nor are we responsible for, your User Content. You assume all risks associated with your User Content, including anyone's reliance on its quality, accuracy, or reliability, and you agree that you are solely responsible for any consequences that may arise from the posting of your User Content on or through the Portal. You may expose yourself to liability if, for example, your User Content contains material that is false, misleading, or defamatory; violates third-party rights; or contains material that is unlawful or advocates the violation of any law or regulation.

III. Third-Party Materials, Websites and Services

The Content includes software, content, data or other materials, including related documentation, that are owned by persons other than Hanover Research and that are provided to you on license terms that are in addition to and/or different from those contained in this Agreement ("**Third-Party Licenses**"). You agree to be bound by and shall comply with all Third-Party Licenses. Any breach by you of any Third-Party License is also a breach of this Agreement. Our Portal may also link to third-party websites, including the websites of organizations that we partner with to offer programs and services. If you use these links, you will leave our Portal. We are not responsible for these third-party materials or websites, regardless of whether we partner with the relevant organization providing such materials or websites. We do not endorse the organizations sponsoring such third-party websites or their products or services. You agree that Hanover Research is not responsible or liable for any loss or damages of any sort incurred as a result of any dealings you may have on or through a third-party website or as a result of the presence of any third-party advertising on our Portal.

IV. Warranties, Disclaimers, Limitations, Termination and Indemnification

Warranties

In exchange for your access to and use of Hanover Digital, you warrant, represent and agree: (a) that you are over the age of thirteen and have the power and authority to enter into and perform your obligations under this Agreement; (b) that you have read and agreed to the terms of the Hanover Research privacy policy posted on this site (<https://www.hanoverresearch.com/privacy-policy/>); (c) that you have read and will strictly

observe these Terms; (d) that you are solely responsible for maintaining the confidentiality of your username, password, and password-protected web pages, are responsible for all activities that occur under them, and will maintain their confidentiality; (e) that you must evaluate and bear all the risks associated with the use of any Content, including reliance on the accuracy, completeness or usefulness thereof; (f) that you shall comply with all applicable customs, laws, regulations or other governmental rules of the United States and your place of residence regarding your use of Hanover Digital, and that, recognizing that the Internet and your potential use of Hanover Digital may be global, you are solely responsible for complying with the same and with any other local customs, laws, regulations or other governmental rules; and (g) that you will provide true, accurate, current and complete information about yourself in any communication with Hanover Research, including email to Hanover Research.

Disclaimer of Warranties

OUR PORTAL AND ITS CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND AND YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PORTAL IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE OF ANY KIND (I) AS TO THE RELIABILITY, ACCURACY OR COMPLETENESS OF THE CONTENT OR INFORMATION PUBLISHED ON OUR PORTAL, OR THAT THE INFORMATION WILL BE UP TO DATE, (II) THAT THE PORTAL WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR THAT THE RESULTS OF USING OUR PORTAL WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (III) THAT THE CONTENT OR SERVICES AVAILABLE THROUGH OUR PORTAL WILL MEET YOUR EXPECTATIONS; (IV) THAT THE PORTAL WILL OPERATE IN AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE MANNER; (V) THAT ALL ERRORS OR NON-CONFORMITIES WITH THE PORTAL CAN BE OR WILL BE CORRECTED; OR (VI) THAT THE PORTAL WILL REMAIN AVAILABLE. HANOVER RESEARCH RESERVES THE RIGHT TO CHANGE, CORRECT OR UPDATE THE PORTAL AT ANY TIME.

WE ARE NOT RESPONSIBLE FOR ANY PROBLEMS INHERENT WITH USING THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND WE SHALL HAVE NO LIABILITY FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO ANY THIRD PARTIES, EXPRESS OR IMPLIED, INCLUDING WITH RESPECT TO ANY THIRD PARTY SOFTWARE THAT WE PARTNER WITH. YOU ACKNOWLEDGE AND AGREE THAT WE DISCLAIM ANY AND ALL LIABILITY ASSOCIATED WITH THE SOFTWARE, CONTENT AND SERVICES PROVIDED THROUGH THE PORTAL.

Limitations of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUORY OR OTHERWISE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY

DAMAGES, LOSSES, HARMS, INJURIES, COSTS OR EXPENSES, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, LOSS OR CORRUPTION OF ANY DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR RELATING TO YOUR USE OF OR INABILITY TO USE THE PORTAL. YOU ALSO EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY AMOUNT IN EXCESS OF \$10,000.

Exclusions and Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent Hanover Research may not, as a matter of applicable law, disclaim any implied warranty or limit its liability, the scope and duration of such warranty and the extent of Hanover Research's liability shall be the minimum permitted under such applicable law.

Termination

You acknowledge that we have the right to suspend or cancel your account at any time, or terminate your use of our Portal, at any time in our sole discretion. We may terminate your access if there is any breach of these Terms or we reasonably suspect any violation of these Terms by you or your organization. Your access to the Portal will terminate automatically upon the expiration or termination of the applicable Client Services Agreement. In addition, if you have defaulted on payment for any services to Hanover Research, we may terminate your access to the Portal.

If you are using the Portal on a trial basis, we reserve the right, without notice, in our sole discretion, to terminate these Terms and your use of the Portal, effective immediately.

Upon any termination of these Terms, the license granted to you shall terminate immediately and we may prevent further access to the Portal.

We reserve the right to discontinue or alter all or any part of our Portal, and to stop publishing our Portal altogether, at any time in our sole discretion, without notice or explanation. While you may be eligible for a pro rata refund for any specific products you have purchased from us that are then discontinued during the term of the applicable Client Services Agreement, you agree that you are not otherwise entitled to any compensation or other payment upon the discontinuance or alteration of our Portal or if we stop publishing the Portal.

Indemnification

To the extent legally permissible, you agree to indemnify and hold harmless Hanover Research and our officers, employees, agents, service providers, partners and licensors from any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable outside attorneys' fees and costs) that such parties may incur as a result of or arising from (i) your failure to comply with any of your representations, warranties or obligations under these Terms; (ii) your violation of any person's intellectual property, privacy, publicity or

other right; (iii) the violation by you or anyone using your registered account of any applicable law and/or these Terms; (iv) your wilful misconduct, or the wilful misconduct of anyone using your registered account, in connection with your (or such other person's) use of the Portal (in whole or in part); (v) your use or reliance on third-party or Portal Content; or (vi) your User Content. Hanover Research reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Hanover Research in asserting any available defenses. This provision shall remain in full force and effect notwithstanding any termination of your registered account or your use of the Portal. This indemnification shall not apply if you are a government organization and are not legally permitted to indemnify third parties.

V. Copyright Policy

Upon proper notice, Hanover Research will remove User Content and any other Portal Content that violates applicable copyright law. Pursuant to Title 17 of the U.S. Code, Section 512, Hanover Research has implemented procedures for receiving written notification of claimed copyright infringement on the Portal and for processing such claims in accordance with such law. If you believe in good faith that materials posted on our Portal infringe your copyright, you (or your agent) may send Hanover Research a written "Notification of Claimed Infringement" requesting that the material be removed, or access to it blocked to the following address: info@hanoverresearch.com.

The notice must be in writing and must include the following: (i) identification of the copyrighted work claimed to have been infringed; (ii) identification of the claimed infringing material and information reasonably sufficient to permit Hanover Research to locate the material on the Portal; (iii) information reasonably sufficient to permit Hanover Research to contact you, such as an address, telephone number, and, if available, an e-mail address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (v) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (vi) your physical or electronic signature. By submitting a notification, you acknowledge and agree that Hanover Research may forward your notification and any related communications to any users who posted the material identified in such notice.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you or your User Content has been wrongfully removed from our Portal, you may send Hanover Research a counter-notification. Your counter notification, to be effective, must be in writing and must include the following information: (i) your physical or electronic signature; (ii) identification of the material that has been removed or to which access has been disabled and the location where the material previously appeared on the Portal; (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and (iv) your name, address, and telephone number and a statement that you consent to the jurisdiction of the Federal District Court in the district in which your address is located, and agree to accept service of process from the person who submitted the original infringement notification that resulted in your User Content being removed (or

an agent of such person) in the event he or she elects to file suit. By submitting a counter notification, you acknowledge and agree that Hanover Research may forward your counter notification and any related communications to the person who submitted the original notification that resulted in the removal of your User Content or to other third parties.

Notices and counter notices should be sent to info@hanoverresearch.com.

VI. General Provisions

Binding Arbitration

THESE TERMS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE AND THE UNITED STATES OF AMERICA WITHOUT REGARD TO ANY CHOICE OF LAW OR CONFLICT OF LAWS PRINCIPLES, REGARDLESS OF WHERE YOU LIVE. TO THE EXTENT YOU OR YOUR ORGANIZATION ARE NOT LEGALLY PROHIBITED FROM CONSENTING TO ARBITRATION, YOU AND HANOVER RESEARCH AGREE TO SUBMIT ANY DISPUTES RELATING TO THESE TERMS, THE PORTAL, OR YOUR USE OF THE PORTAL FOR FINAL AND BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY SUCH ARBITRATION SHALL BE CONDUCTED IN WASHINGTON, D.C. THE ARBITRATOR SHALL BE SELECTED BY MUTUAL AGREEMENT OF THE PARTIES. NEITHER PARTY SHALL BE ENTITLED OR PERMITTED TO COMMENCE OR MAINTAIN ANY ACTION IN A COURT OF LAW WITH RESPECT TO ANY MATTER IN DISPUTE UNTIL SUCH MATTER HAS BEEN SUBMITTED TO ARBITRATION AS REQUIRED BY THESE TERMS, AND THEN, ONLY FOR THE ENFORCEMENT OF THE ARBITRATOR'S AWARD. THIS PROVISION SHALL REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING ANY TERMINATION OF YOUR USE OF THE PORTAL OR YOUR REGISTERED ACCOUNT.

Force Majeure

Hanover Research will not be responsible or liable to you, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or equipment, loss and destruction of property or any other circumstances or causes beyond Hanover Research's reasonable control.

Severability; Waiver

If any provision of these Terms shall be held unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. The failure of Hanover Research to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

Assignment

You shall not assign or otherwise transfer any of your rights, or delegate or otherwise transfer any of your obligations or performance, under these Terms, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Hanover Research's

prior written consent. Hanover Research shall be entitled to assign its rights and obligations under these Terms at any time.

Entire Agreement

These Terms, together with our website Privacy Policy (<http://www.hanoverresearch.com/privacy-policy/>) shall constitute the entire agreement between you and Hanover Research in relation to your use of our Portal.

Contact Us

Hanover Research
4401 Wilson Boulevard
9th Floor
Arlington, VA 22203
info@hanoverresearch.com

Effective Date: March 15, 2023