

UNIVERSITY OF LOUISVILLE RESEARCH FOUNDATION, INC. PERSONAL SERVICE CONTRACT

Dept. Name _____
Dept. Contact _____
Dept. Phone _____

Personal Service Contract Number _____
PeopleSoft SpeedType _____

This Personal Service Contract ("Agreement") for the University affiliate identified above on behalf of _____ (Department) is made and entered into this _____ day of _____, 20____ by and between _____ University of Louisville Research Foundation, Inc. _____ and; ("First Party")

Name of Individual/Firm/Corporation ("Second Party")* Social Security or Federal ID Number

Street Address City State Zip Code

*Second Party, or any principal thereof, will indicate by checking the appropriate box below if employed by the University of Louisville or any affiliate.

University of Louisville Employee? Yes No If Yes, Name _____

If yes, Second Party agrees to accept the agreement based on the law set forth in KRS45A.340 as it relates to conflicts of interest of public officers and employees.

WHEREAS, the First Party has determined that either personnel are not available to perform the described services or use of personnel would not be feasible.

WHEREAS, the First Party, in the exercise of its lawful duties, has determined upon the necessity of the performance of the following described function, to wit:

WHEREAS, the Second Party is available and would be qualified to perform such function;

WHEREAS, for the hereinbefore stated reasons, the First Party desires to avail itself of the services of the Second Party;

NOW, THEREFORE, it is hereby and herewith mutually agreed by and between the parties hereto as follows:

1. SERVICES

The Second Party will perform the services which are described with particularity in the attached letter (to which reference is made below) which is made a part hereof as if fully incorporated herein, or if no letter is necessary, as hereinafter described with particularity as follows. Where applicable, both parties will work with the University of Louisville Office of Communications and Marketing to ensure compliance with the First Party's graphic identity standards and strategic planning/branding initiatives. When applicable (e.g. web pages), the Second Party's services will be in compliance with current Americans with Disability Act (ADA) requirements including the applicable current ADA Standards for Acceptable Design, WCAG 2.1, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Section 255 of the Communications Act, as amended, and applicable regs.

2. CONSIDERATION

A. FEE

As fee for the services hereinbefore set forth, having been performed to the satisfaction of the First Party, the First Party agrees to pay the Second Party a sum not to exceed \$_____

to be paid in the following manner or on the following terms: (Please state frequency of payment, amount to be paid for specific services rendered/milestone accomplished).

The Second Party's invoice(s) for fee shall include not less than the following information:

The Second Party shall maintain supporting documents to substantiate invoices and shall furnish same if requested by the First Party.

The First Party payment terms are net 30 days, subject to applicable funding approval.

B. TRAVEL EXPENSES, if authorized herein.

The Second Party shall be paid for no travel expenses unless and except as specifically authorized by this paragraph as follows:

Travel expenses, if authorized, shall be billed in the following manner:

C. OTHER EXPENSES, if authorized herein.

The Second Party shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized as follows:

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Second Party of valid, itemized statements submitted periodically for payment at the time any fees are due. The Second Party shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the First Party.

D. MAXIMUM FOR FEE AND EXPENSES

The Second Party's fee, travel expense reimbursement (if any) and other expense reimbursement (if any) relative to the services shall not exceed a total of \$_____.

3. INVOICING

- A. Invoicing for Fee: The Second Party's fee shall be by original invoice(s). The invoice(s) must conform to the method prescribed under Section (2), Consideration, Paragraph A.
- B. Invoicing for Travel Expenses: The Second Party must follow instructions prescribed under Section (2), Consideration, Paragraph B. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and any other miscellaneous travel expenses.
- C. Invoicing for Miscellaneous Expenses: The Second Party must follow instructions prescribed under Section (2), Consideration, Paragraph C. Expenses submitted shall be either original or certified copies.
- D. Invoicing for Agreements using federal funds (see item 11 below Federal Supplier Certification): To assure that expenditures are proper and in accordance with the terms and conditions of the Agreement and approved project budget, invoices requesting payment under this Agreement should include the certification: "To the best of my knowledge and belief this report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)." By signing this Agreement, I am certifying, as an official who is authorized to legally bind the Second Party, that any invoices and reports sent by Second Party to First Party for payment under this Agreement comply with the above certification and will provide additional information, as requested, to assure First Party that the expenditures are proper and in accordance with that certification.

4. SIGNIFICANT CONTRACT DATES

- A. EFFECTIVE DATE
This agreement is not effective unless and until the agreement is signed by all appropriate parties.
- B. DATES WORK IS TO BE PERFORMED
The period the services are to be performed under this agreement is from _____ 20____, to _____ 20____.
(Month & Day) (Month & Day)

5. EXTENSIONS

At the expiration of its initial term, this agreement may, at the option of the parties hereto, be extended upon the same terms and conditions as set forth herein for further periods not to exceed twelve (12) months each, subject to the advance approval of the Director of Procurement Services. The terms and conditions of this agreement may be extended or amended according to the provisions of KRS Chapter 45A, and are subject to the approval of the Director of the Department of Procurement Services.

6. SOCIAL SECURITY

The parties are cognizant that the First Party is **not** liable for Social Security contributions pursuant to Section 418, 42 U.S. Code, relative to the compensation of the Second Party for this agreement.

7. CANCELLATION

The First Party shall have the right to terminate and cancel this agreement at any time upon thirty (30) days' written notice served on the Second Party by registered or certified mail or other delivery service providing verification of receipt (e.g. UPS, FedEx).

8. PURCHASING AND SPECIFICATIONS

The Second Party certifies by his signature hereinafter that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect, nor will he attempt in any way to influence any purchasing of services or commodities by the First Party. For the purpose of this paragraph and Paragraph 9, "he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved then "he" is construed to mean any person with an interest therein.

9. CONFLICT-OF-INTEREST LAWS AND PRINCIPLES

The Second Party hereby certifies by his/her signature hereinafter that he/she is legally entitled to enter into the subject agreement and certifies that he/she is not and will not be violating any conflict of interest statute, including KRS 45A.330 - 45A.340, 164.390, 45A.990 or KRS 11A.040 of the Executive Branch Code of Ethics, relating to the employment of former public servants.

Conflicts: The Second Party hereby certifies that (1) neither he/she nor any member of his/her immediate family¹ is an employee of the University of Louisville or one of its affiliated corporations ("UofL employee") (2) no officer/managing partner of the Second Party nor any member of the officer's/managing partner's immediate family is a UofL employee and (3) no employee of the Second Party performing services for this Agreement nor that employee's immediate family is a UofL employee . The Second Party further certifies that neither he/she nor any member of his/her immediate family have contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected in the Commonwealth of Kentucky at the election last preceding the date of this Agreement. The undersigned's authorized signatory for the Second Party further swears under the penalty of perjury, that neither he/she nor the Second Party which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of this Agreement to him/her or the Second Party which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Conflicts Policy: This section is applicable and needs to be completed if some funding comes from federal or sponsored projects (If Yes to either question in item 11 below.)

Does the Supplier maintain and enforce policy and procedures that are in compliance with 42 CFR 50?

Yes _____ No _____ URL (if yes): _____

If Yes, provide the URL of the applicable policy. If No², the Supplier agrees to abide by the current policy³ of the University including disclosure and reporting requirements and any necessary corrective actions for the duration of this Agreement. Disclosure and reporting of identified conflicts of interest related to this contract must be submitted to the Conflict of Interest Program of the University, in writing, no later than 30 calendar days after identification. Documentation, pursuant to this requirement, should be sent to:

Conflict of Interest Program
LL05 Jouett Hall
2301 South Third Street
University of Louisville
Louisville, KY 40292

10. COMPLIANCE AND CHOICE OF LAW

Second Party will comply with all applicable law, regulation and University of Louisville Policy. All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

¹ Immediate family means the individual's biological, foster or adoptive parent, a stepparent, spouse, qualifying adult, a biological, adoptive or foster child, a step child, a legal ward or a person whom the individual has (or had during the person's youth) daily responsibility and financial support, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren of both the individual and spouse and / or qualifying adult. A qualifying adult must be over 18 years of age, and, if a blood relative (or relative by adoption or marriage) must be of the same or younger generation of the individual (as used in KRS 391.010), and, must be residing in the individual's household and have done so for a period of at least 12 months, and, must be financially interdependent (for example, have joint checking account or joint mortgage) for 12 months or longer, and, must be unmarried.

² If blank and either item in 11 is checked Yes, Second Party agrees to abide by current policy of the University.

³ UofL's policy to fulfill compliance with 42 CFR 50 can be found at: <http://louisville.edu/conflictinterest/coi-policies> See "Addressing Potential Individual Conflict of Interest Policy and Procedures(PDF)"

11. SUPPLIER CERTIFICATION

Are federal funds⁴ being used? Yes _____ No _____

If yes, note that Supplier Certification contains multiple provisions that are applicable when the funding source is federal.

Are funds from a sponsored project⁵ being used? Yes _____ No _____

- 12. OWNERSHIP OF INTELLECTUAL PROPERTY:** Second Party agrees that any and all inventions, improvements, modifications, discoveries, information, data and materials (hereinafter collectively "Intellectual Property") which are conceived, invented, authored, developed and/or reduced to practice in the performance of this agreement, are the sole property of the First Party, and Second Party agrees to assign and does hereby assign to First Party all rights, title, and interest in such Intellectual Property. Intellectual Property for which a copyright could be registered, including but not limited to software, computer programs, databases, web pages and documentation, and/or source code, (collectively, "Works") developed by Second Party for First Party, shall be considered "work for hire" such that First Party, not Second Party, shall have full and complete ownership of all Works developed. Second Party shall provide such Works to First Party when completed, but no later than at the termination or expiration of this Agreement. To the extent that any Works may not, by operation of law, be a work made for hire in accordance with the terms of this Agreement, Second Party hereby assigns to First Party all right, title, and interest in and to any copyright covering such Works, and First Party shall have the right to obtain and hold in its own name any copyrights, registrations, or other proprietary rights that may be available. Second Party agrees to safeguard and keep confidential said Intellectual Property and all information (including records and dates) acquired from any source or developed by it in the performance of this Agreement. These conditions shall survive this Agreement.
- 13. LOBBYING ACTIVITIES:** The Second Party certifies that it has and will continue to fully comply with the Lobbying Disclosure Act of 1995, and other applicable laws, with regard to services under this agreement with First Party and will maintain documentation of such compliance available for inspection by First Party as its designated agents. No funds from the Agreement are to be used for any campaign for or against any candidate for public office.
- 14. BILLING SERVICES: Audits:** The First Party shall be informed by the Second Party of any audit by the Second Party of its records and operations at the University of Louisville. The First Party shall receive a full report of any such audits (e.g. notification of the completion of any required audits, any adverse findings which impact this Agreement.). The First Party or its designee shall have the right to conduct its own audit of the Second Party's records as they relate to this contract by giving seven (7) working days notice to the Second Party. The First Party shall notify the Second Party, in writing, of any deficiency made known as a result of said audits, in their accounting procedures. If the First Party audit should uncover any billing discrepancies of more than one (1) percent, the cost of such audit shall be at the Second Party's expense.
- 15. INDEMNIFICATION:** The Second Party hereby agrees to indemnify and hold the First Party harmless from and against any costs, liability, expenses (including reasonable attorney fees), damages, and lawsuits whatsoever arising from the Second Party's performance of the terms of this agreement.
- 16. CONFIDENTIALITY OBLIGATIONS:**
- 16.1. General Confidentiality: The Second Party acknowledges and understands that in order to perform the services it may receive confidential information from the First Party ("disclosing party" for this section) or that is from third parties who may have disclosed confidential information to the disclosing party. The Second Party receiving such confidential information ("receiving party" for this section) further acknowledges that it may create materials or documents that include said confidential information as a result of the services performed under this Agreement. For purposes of this Agreement such information, materials and documents are referred to as "Confidential Information."

Confidential Information shall be maintained in trust and confidence by the receiving party. The receiving party agrees to use all reasonable diligence to prevent disclosure of Confidential Information to any third party and to refrain from using or disclosing Confidential Information for any purpose other than as provided under this Agreement (or as otherwise specified in writing) and shall not assert ownership in the other party's Confidential Information. The receiving party agrees that it will take reasonable steps to ensure that it and its employees will abide by the confidentiality obligations of this Agreement.

⁴ Can include financing by a loan from the United States

⁵ Sponsored projects have speed types beginning with CB, CN, CP, EB, EN, EP, IN, IB, IP, GB, GN, GP or CS.

It is understood that the receiving party does not have such obligation of confidentiality with respect to any Confidential Information of the disclosing party that:

- a. Was already in the receiving party's possession on a non-confidential basis prior to receipt from the disclosing party; or
- b. Is in the public domain by public use, general knowledge or the like, or after disclosure hereunder, becomes general or public knowledge through no fault of the receiving party; or
- c. Is properly obtained by the receiving party from a third party not under a confidentiality obligation to the disclosing party; or
- d. Is explicitly approved for release by written authorization of the disclosing party; or
- e. Is independently developed by employees or agents of the receiving party who had no knowledge of or access to the Confidential Information as evidenced by the receiving party's business records; or
- f. Is required to be disclosed by operation of law, regulation, or an order of a court or other governmental authority of competent jurisdiction.

Receiving party shall notify disclosing party promptly of making a determination that any Confidential Information falls within subcategory (a), (b), (c), (e) or (f) above and will cooperate with the disclosing party's efforts to contest or limit the scope of any disclosure required by subsection (f).

No license, express or implied, in Confidential Information provided by the disclosing party is granted to the receiving party other than to the extent authorized by this Agreement.

- 16.2. **Protected Health Information:** Protected health information⁶ (PHI) is not intended to be shared under this Agreement unless a Business Associate Agreement (BAA) is executed as a part of this Agreement.

Second Party agrees that it will not receive or share protected health information under this Agreement unless the box below is checked and the Second Party has executed a Business Associate Agreement (BAA) acceptable to the First Party.

PHI may be shared. _____ Check if applicable, and if so, initial _____ [Second Party Initial]. As protected health information may be shared, the Second Party agrees either (1) to execute a BAA⁷ acceptable to First Party before receiving any PHI or (2) operate under a plan approved by the First Party's Privacy Office for receiving only fully deidentified health information.

- 16.3 **Personal Information:** To the extent Second Party receives Personal Information⁸ as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931-934 (the "Act"), Second Party shall secure and protect the Personal Information (and ensure the same of its agents or subcontractors having access to the Personal Information) by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties⁹ set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as First Party's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction or that meet industry standard practices for protecting Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying First Party of a security breach as specified at <http://louisville.edu/security/incident-reporting-and-response/vendor-external-party-incident-reporting/> relating to Personal Information in the possession of Second Party or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Second Party abides by the requirements set forth in that exception; (iv) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information caused by the actions or

⁶ See <http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/De-identification/guidance.html#protected>

⁷ See <http://louisville.edu/privacy/business-associates> for copy of First Party's BAA.

⁸ "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by an agency;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

⁹ Per KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."

inactions of Second Party (“NIM Costs”); (v) cooperate with First Party in complying with the response, mitigation, correction, investigation and notification requirements of the Act including undertaking a prompt and reasonable investigation of any security breach; and (vi) at First Party’s discretion and direction, handling all administrative functions associated with notification, investigation and mitigation, in accordance with the Act’s requirements. The Second Party hereby agrees that the First Party may withhold payment(s) owed to the Second Party for any violation of these identity theft prevention reporting requirements or failure to pay NIM Costs.

16.4 **PCI Compliance:** To the extent Second Party has access to, stores, processes, transmits, redirects¹⁰ or executes transactions with or containing Cardholder¹¹ Data¹² or Sensitive Authentication Data¹³ or could impact the security of the Cardholder Data technical environment, Second Party acknowledges its responsibility for the security of Cardholder Data or Sensitive Authentication Data it has access to, stores, processes, transmits, redirects or executes transactions on behalf of the University of Louisville and its affiliates and ensuring that Second Party’s subcontractors/agents/representatives/affiliates ensures that security as well (the preceding hereinafter collectively referred to as “uses/using Cardholder Data”); Second Party represents and warrants that software and services provided or supplied by Second Party¹⁴ for using Cardholder Data shall be compliant with and will maintain compliance with throughout the term of the Agreement with (1) applicable laws and regulations, (2) the standards established by the PCI Security Standards Council (PCISSC) (see https://www.pcisecuritystandards.org/security_standards/index.php) and (3) such other applicable standards/policies of the University of Louisville (“laws and standards”). As such Second Party will maintain compliance with the then current DSS version release within the time periods established by the PCISSC¹⁵. Second Party agrees to provide proof of compliance at the signing of this Agreement, by submitting a compliance document such as a PCI DSS Attestation of Compliance (AOC) or another similar compliance document certifying compliance by a third party against the current DSS version in effect and have aligned any mobile application, if applicable, to NIST development lifecycle guidelines and agrees to provide an updated proof of compliance of such compliance resulting from changes of laws and standards occurring after this Agreement was executed. Second Party shall promptly notify the First Party of any lapse in its obligations resulting in non-compliance issues or security data breach of these provisions within seventy-two hours (72 hours) at <http://louisville.edu/security/incident-reporting-and-response/vendor-external-party-incident-reporting/> pertaining to their operation (or that of their subcontractors/agents/representatives/affiliates as applicable) and shall undertake immediate remediation of such incident within established timeframes and assume responsibility for informing such individuals in accordance with applicable laws. Furthermore Second Party agrees, as needed, to assist First Party in determining the extent and/or the nature of the loss of Cardholder Data or Sensitive Authentication Data should First Party need to notify individuals and/or the processor entity of such loss of Cardholder Data or Sensitive Authentication Data and paying all costs, including but not limited to, notification, investigation, mitigation, any fines or penalties, or card replacement, brand penalties in the event of a security breach of Cardholder Data or Sensitive Authentication Data caused by the actions or inactions of Second Party (or that of their subcontractors/agents/representatives/affiliates as applicable) (referred to collectively as “PCI Costs”). Second Party further agrees to indemnify, hold harmless and defend the University of Louisville and its affiliates and representatives from any claims damages or other harm connected to said breach. Further the Second Party hereby agrees that the First Party may withhold payment(s) owed to the Second Party for any violation of these security/reporting requirements or failure to pay PCI Costs. Second Party will provide proof of appropriate insurance (with UofL listed as an additional insured) to cover its obligations for compliance and/or breach under this Agreement.

First Party may provide one network connection to the Internet for a Second Party approved for connection to the University of Louisville network, if applicable to the relationship. All Second Party equipment will be placed into a virtual LAN with no connectivity to any other network. No additional access, wired or wireless, will be granted to the University’s network for processing Cardholder Data or Sensitive Authentication Data upon the date of this Agreement or in the future. It is up to the Second Party to provide equipment and labor to secure and connect their virtual LAN to the one network Internet connection and ensures a system for disaster recovery providing continuity of its business and security of all Cardholder Data and Sensitive Authentication Data should a major disruption or failure occur. Second Party must abide by all network security policies of the University and its network providers. Second Party agrees that it will not use:

- (1) a University provided network connection, or
- (2) other non-cellular wireless transmission method (e.g. Bluetooth)

¹⁰ E.g. Sends the web user to a third party which collects or processes the Cardholder Data and associated payment information.

¹¹ Customer/individual to whom a payment card is issued to or any individual authorized to use the payment (e.g. debit/credit) card.

¹² Cardholder data minimally consists of the full Primary Account Number (PAN) – the unique payment card number (typically for credit or debit cards) that identifies the issuer and the particular cardholder account. Cardholder data may also include the full PAN plus any of the following: cardholder name, expiration date and/or service code See Sensitive Authentication Data for additional data elements that may be transmitted or processed (but not stored) as part of a payment transaction.

¹³ Security-related information (including but not limited to card validation codes/values, full track data (from the magnetic stripe or equivalent on a chip), PINs, and PIN blocks) used to authenticate cardholders and/or authorize payment card transactions.

¹⁴ which includes its subcontractors/agents/representative/affiliates by the reference to “using Cardholder Data.”

¹⁵ E.g. at time of agreement execution, version 2 is effective but version 3 is to be implemented by one year of version 3’s being issued as a new standard, the Company is to be compliant with version 3 by one year following version 3’s release as a new standard.

for transmission of any information that the University has defined as Sensitive Information unless such use has received prior written approval by First Party. Any information stored (i.e. servers, backups) during the term of the Agreement must adhere to proper disposal methods per PCI standards upon termination of this Agreement.

17. **ELIGIBILITY TO PARTICIPATE IN GOVERNMENTAL PROGRAMS CERTIFICATION:** Second Party certifies that the Second Party, and where applicable any subcontract issued by Second Party, or any person performing services under this Agreement (i) is not now nor have ever been excluded, suspended, debarred or otherwise deemed ineligible to participate in governmental healthcare, procurement, or other programs; (ii) is not now nor have ever been charged with or been convicted of a criminal offense related to the provision of government healthcare, procurement, or other programs and have not been reinstated in such programs after a period of exclusion, suspension, debarment, or ineligibility. If the Second Party, and where applicable any subcontract issued by Second Party, or any person performing services under this Agreement becomes ineligible for participation in such governmental programs in the future, Second Party will have a process in place such that any vendor(s) issued a subcontract by Second Party and any person performing services under this Agreement will promptly notify the Second Party of such ineligibility. The Second Party will notify the University Department of Purchasing Office within seventy-two (72) hours of the Second Party becoming aware of the governmental ineligibility of the Second Party, any subcontract vendor issued a subcontract by Second Party, or any person performing services under this Agreement.
18. **PRIME AWARD.** _____ Check if applicable. The funding for the Services for this Agreement is provided via an award or subaward First Party has received from _____ (referenced as _____). Second Party agrees to abide by the applicable provisions of this award or subaward and, if applicable, any provisions flowed down from the prime award which are applicable to Second Party.
19. **ENTIRE UNDERSTANDING:** This Agreement represents the entire understanding and agreement between the parties relating to the services and supersedes all prior negotiations and agreements relative thereto. The language in all parts of this agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either First Party or Second Party. No provision of this agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.
20. **AUTHORITY TO CONTRACT:** Second Party and the principal signing on its behalf, certifies that it is validly organized with authority to do business and perform the terms hereunder, is qualified to do business in KY, if applicable, and is not prohibited from entering into or performing the terms of this agreement for any reason.
21. **COUNTERPARTS AND EXECUTION:** This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, and all of which shall constitute a single agreement. The parties may execute this Agreement by facsimile, scanned PDF or other electronically transmitted signature, and such facsimile, scanned PDF or other electronically transmitted document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.

[Signature Page follows:]

RECOMMENDED BY:

Chair/Department Head

Signature confirms that funds are available to cover the cost of these services

Printed Name Date

**Signature of Principal Investigator
(Required for Sponsored Projects)**

Signature confirms that the services are appropriate and needed for the sponsored project.

Printed Name Date

REVIEWED BY:

**Executive Vice President for Research
and Innovation Designee**

Printed Name Date

REVIEWED AS TO FORM & LEGALITY:

Attorney, University of Louisville

Printed Name Date

RECOMMENDED BY:

Purchasing Officer or Authorized Representative

Printed Name Date

**FIRST PARTY: (University of Louisville Research
Foundation, Inc.)**

Chief Financial Officer or Designee

Printed Name Date

SECOND PARTY:

Signature Date

Printed Name Email Address

CONFLICT OF INTEREST CERTIFICATION

Note: If the services being provided by this Personal Services Contract are being funded from a sponsored project (e.g. speedtype begins with CB, CN, CP, EB, EN, EP, IN, IB, IP, GN, GB, GP or CS), the Principal Investigator (PI) must also sign this Conflict of Interest Certification.

By signature below, the individual(s) that will sign the Personal Service Agreement as **Recommended By** is certifying

(1) that he/she is not and will not be in violation of the University of Louisville Conflict of Interest Policies found at <http://louisville.edu/conflictinterest/coi-policies> by this personal services contract being executed,

(2) that neither he/she nor any member of his/her immediate family¹⁶ has an interest in any business entity/individual involved in the performance of this contract¹⁷; and

(3) that any potential conflict of interest involving this contract has been disclosed in accordance with UofL's Conflict of Interest policies and,

_____ (A) there was no Conflict of Interest which was required to be managed by a Management Plan; **or**

_____ (B) this contract is being executed in accordance with an approved Management Plan.

Chair/Department Head

Date

Principal Investigator (PI)

Date

¹⁶ For definition of immediate family under UofL COI policy see <http://louisville.edu/conflictinterest/coi-policies> See definition section within "Addressing Potential Individual Conflict of Interest Policy and Procedures(PDF)"

¹⁷ If the PSC is federally funded: No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family (which in this context is the federal definition of immediate family), his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

University of Louisville

SUPPLIER CERTIFICATION

The following certifications and acknowledgements are applicable as indicated by the particular provision.

The term "Supplier," as used in this document, refers to the entity that is supplying the goods or services to the University of Louisville or one of its affiliated corporations. In related documents, the entity may also be referred to as Bidder, Offeror, Applicant, Proposer, Seller, Second Party, Subcontractor or other similar term.

The term "Contract", as used in this document, refers to the agreement, purchase order, memorandum of understanding, subcontract, subaward, personal services agreement/contract or other similar document specifying the provisions under which the Supplier is providing goods or services to the University of Louisville or one of its affiliated corporations.

The term "UofL affiliated entity" refers to the University of Louisville, the University of Louisville Research Foundation, Inc. , the University of Louisville Athletic Association, or the University of Louisville Foundation.

1. EQUAL OPPORTUNITY CLAUSE

(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL affiliated entity in a twelve month period)

This Contract is subject to the requirements of Executive Orders 11246 and 11375 and the rules and regulations of the U.S. Secretary of Labor (41 CFR Chapter 60) in promoting Equal Opportunities.

During the performance of this Contract the Supplier agrees as follows:

- a. Supplier will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.
- b. Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- c. Supplier will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Supplier's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders.
- e. Supplier will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders, or pursuant thereto, and will permit access to

his books, records, and accounts by the contracting agency and the Affirmative Action Office for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of Supplier's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and Supplier may be declared ineligible for further Government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. Supplier will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. Supplier will take such action with respect to any subcontract or purchase order as the Government or Buyer may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Supplier becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Supplier may request the United States to enter into such litigation to protect the interests of the United States.¹

2. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL affiliated entity)

This Contract is subject to the requirements of Executive Order 11701 and the regulations of the U.S. Secretary of Labor (41 CFR Chapter 60, Part 60-250) in promoting employment opportunities for disabled and Vietnam veterans.

During the performance of this contract or purchase order, Supplier agrees as follows:

- a. To provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era. The Supplier also agrees that all suitable employment openings of the Supplier which exist at the time of execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Supplier other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State Employment Service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: provided, that if the Contract or purchase order is for less than \$10,000 or if it is with a state or local government, the reports set forth in Paragraphs (c) and (d) of this clause are not required.
- b. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Supplier from any requirements in Executive Order or regulations regarding nondiscrimination in employment.

¹ For federally-assisted construction contracts, the Supplier further agrees that it shall comply with the requirements of 41 CFR 60-1.4(b), which is specifically incorporated by reference herein.

- c. The reports required by Paragraph (a) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or where the Supplier has more than one establishment in a state, with the central office of the state employment service. Such reports shall indicate for each establishment (1) the number of individuals who were hired during the reporting period; (2) the number of those hired who were disabled veterans; and (3) the number who were nondisabled veterans of the Vietnam era.
- d. The Supplier shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract or purchase order. The Supplier shall maintain copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the University's Affirmative Action Office.
- e. Whenever the Supplier becomes contractually bound to the listing provisions of this clause, he shall advise the employment service system in each state wherein he has establishments of the name and location of each such establishment in the state. As long as the Supplier is contractually bound to these provisions and has so advised the state system, there is no need to advise the state system of subsequent contracts or purchase orders. The Supplier may advise the state system when it is no longer bound by this contract clause.
- f. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- g. This clause does not apply to openings which the Supplier proposed to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- h. As used in this clause:
 - 1. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical, and executive administrative, and professional openings which are compensated on a salary basis of less than \$18,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the Supplier proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. Under the most compelling circumstances an employment opening may not be suitable for listing, including the situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government
 - 2. "Appropriate office of the state employment service system" means the local office of the federal-state national system or public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
 - 3. "Openings which the Supplier proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Supplier's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Supplier proposes to fill from regularly established "recall" or "rehire" lists.

4. "Openings which the Supplier proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings for which no consideration will be given to persons outside of a special hiring arrangement, including openings which the Supplier proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Supplier and representatives of his employees.
5. "Disabled veteran" means a person entitled to disability compensation under the law administered by the Veterans' Administration for disability rates at 30 per centum or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.
6. "Veterans of the Vietnam era" means a person (1) who (i) served on active duty for a period of more than 180 days, any part of which occurred after August 05, 1964, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed after August 05, 1964, and (2) who was so discharged or released within the 48 months preceding his application for employment covered under this part.

3. CERTIFICATE OF NONSEGREGATED FACILITIES

(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL affiliated entity)

This Contract is subject to the requirements of Executive Order 11246 and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-1.8) prohibiting segregated facilities based upon race, color, religion, sex or national origin.

The undersigned Supplier certifies to the University of Louisville and the Federal Government agencies with which it contracts that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit the employees to perform their services at any location under his control where segregated facilities are maintained. Supplier certifies further that he will not maintain or provide for his employment any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The undersigned bidder, offerer, applicant, supplier, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that he will retain such certification in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certification for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provision of the Equal Opportunity Clause. The

Certification may be submitted either for each subcontract or for all subcontracts or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

4. EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES

(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL affiliated entity)

This Contract is subject to the requirements of Executive Order 11758, section 503 of the Rehabilitation Act of 1973, as amended, and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-741.5) to promote the employment and advancement of qualified handicapped individuals.

During the performance of this Contract, Supplier agrees as follows:

a. that it will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor;
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the contractor including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

b. that it will comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

c. that in the event of noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

d. that it will post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

e. that it will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of

section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

f. that it will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

5. AFFIRMATIVE ACTION PROGRAM REQUIREMENT

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a UofL affiliated entity)

This Contract is subject to the requirements of Executive Order 11758, section 503 of the Rehabilitation Act of 1973, as amended, and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-741.40) in promoting affirmative action in Employment of the Handicapped. Supplier agrees to conform to its requirements as outlined in 41 CFR Part 60-741.44.

Furthermore, Supplier agrees to develop a written Affirmative Action Compliance Program for each of its establishments as required by 41 CFR 60-2.1.

6. FILING CERTIFICATE

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a UofL affiliated entity)

Supplier has filed or will file the necessary compliance reports, including Standard Form 100 (EEO-1) where and when required by law and applicable regulations, including, without limitation, the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972 and regulations in 41 CFR 60-1.7. Supplier further agrees that it shall require similar certification and filing from its nonexempt subcontractors and suppliers. The Supplier agrees to submit a copy of his Affirmative Action Program to the Affirmative Action Office, University of Louisville, within 30 days after the award to him of a Contract. Subsequent reports shall be submitted annually in accordance with 41 CFR 60-1.7(a)(1).

7. AFFIRMATIVE ACTION CERTIFICATE

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a UofL affiliated entity)

Supplier has developed, is maintaining, and will continue to maintain the written affirmative action compliance program to guarantee equal employment opportunity to minority groups required by applicable laws and regulations, including, without limitations, those appearing in 41 CFR 60-1.40. Supplier further agrees that it shall require similar certification and filing from its nonexempt subcontractors and suppliers.²

² Nonconstruction contractors should refer to 41 CFR Part 60-2 for specific affirmative action requirements. Construction contractors should refer to 41 CFR Part 60-4 for specific affirmative action requirements.

8. ADMINISTRATIVE, CONTRACTUAL, LEGAL REMEDIES

(Applicable to federally funded Contracts exceeding \$150,000 [or a higher threshold if the \$150,000 is adjusted for inflation as determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council])

Supplier acknowledges that the applicable UofL affiliated entity may impose sanctions or penalties on the Supplier for violation of terms of the Contract or breach of contract including violation of applicable regulations, other applicable provisions of law, or any directive or instruction from the UofL affiliated entity or the federal entity providing the funding. The UofL affiliated entity will determine the appropriate sanction and/or penalty, up to and including the inability to provide future goods or services to any UofL affiliated entity. In determining the appropriate sanction and/or penalty, the UofL affiliated entity will consider previous violations, potential harm to the project for which the goods or services are being provided, and any other relevant factors. The Supplier will be notified in writing of the intent to sanction and/or penalize and will have 10 business days from the date of receipt of the notice to submit a written response. The response will be reviewed and a final decision will be communicated in writing to the Supplier. These sanctions or penalties do not preclude the UofL affiliated entity, nor the Supplier, from pursuing any other alternate dispute resolution or legal remedy to which either may be entitled under law or regulation.

9. DAVIS BACON ACT

(Applicable to federally funded construction projects exceeding \$2,000)

Supplier agrees to pay wages to mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Supplier agrees to pay wages and meet the other requirements as specified by Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5). Supplier acknowledges that the UofL affiliated entity's decision to make a Contract with Supplier is conditioned upon the acceptance of the wage determination.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to federally funded Contracts exceeding \$100,000 which involves the employment of mechanics and laborers)

Supplier agrees to pay salaries and wages in accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5.) Supplier acknowledges that such requirements include computation of wages of a standard work week of 40 hours for every mechanic and laborer and that work in excess of the standard work week is permissible provided the worker is compensated at a rate no less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

11. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to federally funded Contracts exceeding \$150,000)

Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33

U.S.C. 1251-1387). Supplier acknowledges the requirement to report any violations with the funding Federal agency and to the Regional Office of the Environmental Protection Agency (EPA) and agrees to notify the UofL affiliated entity of any such violations.

12. TERMINATION

(Applicable to federally funded Contracts exceeding \$10,000)

The UofL affiliated entity shall have the right to terminate/cancel this Contract at any time upon thirty (30) days' written notice to the Supplier. The UofL affiliated entity shall pay Supplier for termination costs as allowable under OMB Circular A-21 or 2 CFR Part 200 as applicable.

13. LOBBYING/ANTI-KICK BACK

Copeland Anti-Kick Back Act:

(Applicable to any federally funded Contracts or funded by a federal loan)

The Supplier agrees to comply with the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Supplier, Bidder, subcontractor or subgrantee is prohibited from inducing, by any means, any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is otherwise entitled.

Certification Governing Lobbying:

(Applicable to federally funded Contracts exceeding \$100,000)

The Supplier certifies to the best of his/her knowledge and belief that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Supplier, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, , the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Supplier shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the UofL affiliated entity.
- 3) The Supplier shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. ACCESS TO RECORDS

(Applicable to any federally funded Contracts)

The UofL affiliated entity reserves the right to inspect, upon reasonable advance notice by the UofL affiliated entity and during normal business hours, Supplier's physical facilities, and all books, records, and documents of any kind pertaining to this Contract or Supplier's performance of supplying the goods or services provided by this Contract. Supplier agrees to provide copies of any records, receipts, accounts or other documentation to the UofL affiliated entity in a timely fashion as reasonably requested by the UofL affiliated entity. Supplier will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to performance of the Contract for a minimum period of three (3) years after the date of receipt of the final payment.

15. AUDITS

(Applicable to any federally funded Contracts)

Supplier assures UofL affiliated entity that it complies with either A-133 or the applicable provisions of 2 CFR Part F Audit Requirements (§200.500-200.520) applicable to assurances from subawards/subcontracts and that it will notify the UofL affiliated entity of completion of required audits and of any adverse findings which impact this Agreement, including those required audits conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). The UofL affiliated entity reserves the right to inspect, upon reasonable advance notice and during normal business hours, Supplier's physical facilities used to provide the Services undertaken under this Agreement, and all books, records, and documents of any kind pertaining to the provision of the Services provided under this Agreement. Supplier agrees to provide copies of any records, receipts, accounts or other documentation in a timely fashion as reasonably requested by the UofL affiliated entity. Supplier will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to performance/provision of Services for a minimum period of three (3) years after the date of receipt of the final payment.

This Supplier Certification is hereby incorporated into the applicable Contract with you. Your signature on the Contract, acceptance of the Contract/purchase order, acceptance of payment, or other form of acceptance/acknowledgement (e.g. continuing business relationship) with a UofL affiliated entity indicates your agreement to and acceptance of the applicable provisions. No counter offer or provision of alternate terms and conditions is accepted by the UofL affiliated entity. Any changes must be agreed to in a signed separate writing specifically addressing the particular provision(s).