UNIVERSITY OF MASSACHUSETTS LOWELL

REQUEST FOR PROPOSAL

FOR

EXECUTIVE SEARCH FIRM SERVICES

RFP # CL16-GN-0019
1.0 GENERAL INFORMATION

1.1 SUMMARY

The University of Massachusetts Lowell requests proposals for Executive Search Firm Services, for the purpose of leading the university’s efforts to fill our soon to be vacant position of Vice Chancellor for Advancement.

1.2 OVERVIEW

The University of Massachusetts Lowell is located in the historic industrial city of Lowell, 25 miles northwest of Boston, with the campus spanning more than 125 acres along the Merrimack River. More than 17,000 resident and commuter students of all backgrounds pursue bachelors, masters, and doctoral degrees as well as professional certificates in the arts, humanities and sciences; education; engineering; health and environment; and management. Internationally recognized for its excellence in science and engineering, UMass Lowell is a leader in nanotechnology and nanomanufacturing, biomanufacturing, bioinformatics and advanced materials. The campus engages with the community and partners with industry, other educational institutions and the non-profit sector to advance research, provide public service and enrich the student educational experience. Additionally, the University is a nationally ranked research university that receives a significant percent of funding from federal agencies and private industry. To learn more about UMass Lowell, visit www.uml.edu.

2.0 INSTRUCTIONS TO BIDDERS

2.1 CONTACT INFORMATION

Except as may be noted otherwise herein, the issuing office and sole contact for the coordination and dissemination of all information regarding this RFP is:

Gary T. Nolan, C.P.M.
Senior Strategic Sourcing Manager
UMass Lowell
Wannalancit Business Center, Rm 415
600 Suffolk Street
Lowell, MA 01854

2.2 IMPLEMENTATION SCHEDULE

<table>
<thead>
<tr>
<th>Event</th>
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<tbody>
<tr>
<td>RFP Release Date</td>
<td>September 10, 2015</td>
</tr>
<tr>
<td>Bidder Questions Due</td>
<td>September 14, 2015 – 5:00 PM EST</td>
</tr>
<tr>
<td>UMass Response to Bidder Questions</td>
<td>September 15, 2015 – 5:00 PM EST</td>
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<tr>
<td>Proposal Due Date via email</td>
<td>September 16, 2015 – 5:00 PM EST</td>
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<tr>
<td>Bid Award</td>
<td>September 18, 2015 (Approximate)</td>
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The University may change these dates at its sole discretion.
2.3 QUESTIONS

Bidders may submit written questions via e-mail to Gary Nolan, C.P.M. at purchasing@uml.edu on or before 5:00 pm EST, on September 14, 2015. The email subject line must read: “CL16-GN-0019 QUESTIONS”. The University will compile all questions and email responses to all known bidders by 5:00 pm EST, on September 15, 2015. Response to questions will also be posted as an Addendum to the bid on the University’s website at the following location: http://www.uml.edu/Procurement/Purchasing/Bids-Requests/Bid-Listings.aspx.

No telephone calls will be entertained. Prospective bidders are prohibited from obtaining information about this proposal from any University personnel, except those Procurement Department staff involved in this Request for Proposal. Inquiries received after the specified date and time will not be accepted.

2.4 PROPOSAL SUBMISSION

All Proposals must be submitted via email, no later than 5:00 p.m. EST on September 16, 2015 to:

purchasing@uml.edu
Attn: Gary T. Nolan, C.P.M.
Senior Strategic Sourcing Manager
UMass Lowell
Wannalancit Business Center, Rm 415
600 Suffolk Street
Lowell, MA 01854

MARK SUBMITTAL: “RFP CL15-GN-0067”

Proposal selection is expected by Friday, September 18, 2015.

2.5 RFP RESPONSE REQUIREMENTS

The following information and forms must be reviewed and submitted via email to purchasing@uml.edu as part of your proposal. Any exceptions to the bidding requirements should be noted in the proposal. Such an exception may be grounds for rejection of the proposal, at the option of the University.

a. Complete Proposal with Pricing, including response to Sections Six through Nine.

b. Attachment A: Proposal Offer (Signature Required) including:

c. Attachment B: Required Affidavit of State Tax Compliance (Signature Required).

d. Attachment C: Certification of Non-Collusion (Signature Required).

2.6 ACCEPT/REJECT PROPOSAL

The University reserves the right to reject any or all proposals, wholly or in part; to waive technicalities, irregularities, and omissions; to make the award in a manner deemed to be in the best interest of the University; and to correct any award erroneously made as a result of a clerical error on the part of the University.
2.7 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn at any time prior to the proposal receipt deadline date and time. Once the proposal receipt deadline has passed all proposals become the property of the University.

2.8 PROPOSAL RESULTS

Complete records of all proposals and awards are maintained in the University of Massachusetts Lowell’s Purchasing Department. All bid documents will be made available for public examination after the bid evaluation committee has completed its bid review, selection and award.

2.9 NO UNIVERSITY OBLIGATION

This RFP in no manner obligates the University to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by the University without penalty or obligation at any time prior to the signing of an agreement.

2.10 AUTHORIZED SIGNATURE

The proposal offer shall be signed by an officer who is authorized to make such commitments for the bidder.

2.11 EXPENSES

Expenses for developing and presenting proposals shall be the entire responsibility of the Bidder and shall not be chargeable to the University. All supporting documentation and manuals submitted with this proposal will become the property of the University unless requested by the Bidder, in writing, at the time of the submission, and agreed to, in writing, by the University.

3.0 UNIVERSITY TERMS AND CONDITIONS

The terms and conditions that will apply to the submission of proposals to the University’s evaluation of the proposal offers, and to the award of the contract should be reviewed carefully to ensure full responsiveness to the RFP.

3.1 PROPOSAL FORMAT

All proposals shall be submitted as Best and Final Offers. Bidders will not be allowed to make material alterations to their proposal offers after the proposal opening. Each bidder shall include in their written offer all requirements, terms and conditions they may have, and shall not assume that an opportunity will exist to add such requirements, terms or conditions after the proposal opening. Bidder’s terms or conditions that are deemed unacceptable by the University may be the basis for the University’s rejection of the proposal.

3.2 PROPOSAL MATERIALS

All material submitted in response to the RFP shall become the property of the University upon submission and will be considered as part of this RFP.
3.3 MASSACHUSETTS PUBLIC RECORDS LAW

Access to University records is made in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, s. 10. All Responses received are subject to M.G.L. c. 4, s. 7, ss. 26, and M.G.L. c. 66, s. 10 regarding public access to such documents. Statements or endorsements inconsistent with those statutes will be disregarded. The University will withhold the Responses or sections of Responses until such time that they have been opened. The University will make available the documents within those Responses only upon the finalization of those records.

3.4 RFP INTERPRETATION

Interpretation of the wording of this document shall be the responsibility of the University and that interpretation shall be final.

3.5 ADDENDUM

Any addendum issued to Bidders prior to the proposal opening date shall include an addendum acknowledgement section. Since all addenda shall become a part of the proposal, all addenda must be signed by an authorized Bidder representative and returned with the proposal. Failure to sign and return any and all addendum acknowledgements may be grounds for rejection of the proposal response.

3.6 PROPOSAL MODIFICATION

Any exceptions/additions/alterations to the terms and conditions contained herein must be included in the bidder’s proposal response. Failure to provide the required data to allow for evaluation of the bidder’s response to the RFP, or failure to follow and complete the RFP proposal format and accompanying documents will be grounds for rejecting the proposal offer. The University reserves the right to reject any proposals that alter the terms specified in the RFP.

3.7 CONFIDENTIALITY

From the date of issuance of the RFP until the opening date, the Bidder must not make available or discuss its proposal, or any part thereof, with any employee or agent of the University other than the University Procurement Department staff involved in this Request for Proposal. The Bidder is hereby warned that any part of its proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Commonwealth of Massachusetts laws.

3.8 PERIOD OF FIRM PROPOSAL

All proposal offers must remain in effect for a minimum period of 120 days following the Proposal due date in order to allow for sufficient time for evaluation, approval, and issuance of award notice. The successful bidder’s offer will remain firm for the duration of any resulting award and extensions.

3.9 PRE-AWARD NEGOTIATIONS

After the proposals are opened, but prior to award, the University may elect to conduct negotiations with the highest ranked proposal respondents for purposes of:

- Resolving minor differences and information
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from respondents
Selection may be made without further discussion, negotiations or bidder’s presentations; therefore, bidder shall offer the most favorable terms in response to this RFP. Bidder must demonstrate an understanding of the scope of service to be provided and the ability to accomplish the tasks set forth. Bidder shall include information that will enable the University to determine the bidder’s overall qualifications. The University reserves the right to request additional information or clarification on any matter included in the proposal response, to enable the University to arrive at the final award decision.

4.0 CONTRACT

4.1 CONTRACT STATUS

The response to this RFP will be considered as the bidder’s offer to contract. Final negotiations on the offer that receives the highest evaluation by the University may be conducted to resolve any minor differences and informalities that do not materially alter the offer.

4.2 CONTRACT FORMAT

The resulting University Award will incorporate the University of Massachusetts Standard Contract for Services, a sample copy of which is enclosed as Attachment D. This RFP, any addendum, the bidder’s response thereto, all additional agreements and stipulations, and the results of any final negotiations will constitute the final contract.

4.3 CONTRACT MODIFICATIONS

Any changes to the contract must be agreed to, in writing, by both parties prior to their execution.

4.4 CONTRACTOR ASSIGNMENT OF SUB-CONTRACT

The Contractor shall not assign or in any way transfer any interest in the Contract without the prior written consent of the University, nor shall there be any subcontract of services without the prior written approval of the University.

4.5 CONFLICT OF INTEREST

No officer or employee of the Commonwealth shall participate in any decision relating to the Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested.

5.0 EVALUATION CRITERIA

Awards will be based on the following criteria:

- Cost Proposal
- Experience of the firm in conducting searches for senior Advancement positions at similar size institutions
- Proven track-record of successful searches
- Staffing assigned to the University
• Understanding of the needs of a public institution of higher education
• Other strategic and/or tactical recommendations, capabilities, qualifications or propositions that the University, in its sole judgment, finds advantageous
• References

6.0 **BID REQUIREMENTS**

Please provide the following information with your response:

• A brief description of your firm detailing your qualification to conduct executive level searches for the University. Proposal should reflect experience with public university searches and an understanding of the special needs of University of Massachusetts.

• A complete list of executive level searches you have conducted for institutes of Higher Education over the past 3 years. Please indicate in your listing which searches resulted in the successful placement of your proposed candidate.

• Details on the individual(s), who will be responsible for conducting executive searches for the University, including resumes of each individual. Also, please describe any supporting staff that will assist with the search activity.

• A sample project plan for your searches including your proposed methodology, approach and timelines.

• Details on how expenses will be managed

• Your Cost Proposal

• Client References

Also, please answer the following questions below:

• Contractor agrees to assign a Senior Account Executive to this search: Yes No

• Contractor agrees that if the University hires a candidate recommended by the Contractor and if The University chooses to terminate the person for any reason excepting disability, change of ownership or organizational realignment, or if the person leaves for any reason excepting death or disability within two years of the person’s employment start date, the Contractor will reopen this search and replace the person for no additional Professional Fee. Yes No
7.0 POSITION DESCRIPTION

The following position description has been drafted and approved by both the University’s Human Resources Department and Vice Chancellors, and will be used to publically announce this position vacancy.

University of Massachusetts Lowell
Vice Chancellor for Advancement

The University of Massachusetts Lowell seeks a visionary, creative, and inspirational leader for the position of Vice Chancellor for Advancement. One of the top 85 public universities in the country, with deep and mutually reinforcing ties to the technological and cultural nexus of Greater Boston, UMass Lowell has enjoyed dramatic growth in research funding, private giving, and student applications over the past seven years. It is a Carnegie Classification High Research University and conducts more than $65 million in research annually.

The Vice Chancellor for Advancement will report directly to the Chancellor and serve as a key member of the leadership team. He or she will serve as the chief advancement officer overseeing the offices of Alumni Relations, Advancement Services, Advancement Operations and Development. The Vice Chancellor will build upon recent success in alumni engagement and fundraising and provide leadership during a critical juncture of the University’s growth. Additionally, the Vice Chancellor will play a key role in the execution of the Our Legacy, Our Place Campaign.

The Our Legacy, Our Place Campaign is the University’s first-ever comprehensive fundraising campaign. With a working goal of $125 million, the campaign has five critical pillars for support: Student Access and Success, Faculty Leadership and Innovation, Living and Learning, Excellence in Athletics, and Sustainability and Engagement. To date, 24 months into the quiet/leadership phase, the University has secured in excess of $60 million toward the goal. The public launch of the campaign is scheduled for spring of 2016. The campaign at UMass Lowell is also part of a UMass system-wide effort to raise $1 billion over a period of 10 years.

Responsibilities:

The successful candidate will be responsible for providing strategic leadership and direction for the University’s advancement operation, managing a team of 40 professionals in the areas of Alumni Engagement, Development and Advancement Services. He or she will facilitate consensus and align priorities across multiple units on campus such as schools/colleges, athletics, and centers to ensure the University engagement and philanthropic agendas are maximized.

The Vice Chancellor will promote a culture of philanthropy, both externally and internally, in support of the University and engage a cadre of volunteers to serve as ambassadors who strengthen that effort. He or she will also provide oversight of all key Development functions, inclusive of major and planned giving, annual giving, corporate/foundation support and athletic development. The successful candidate will manage the day-to-day work necessary to bring the Our Legacy, Our Place Campaign from its public launch to a successful conclusion. He or she must also build Alumni Engagement to further cultivate the University’s constituencies and deploy a fully comprehensive Alumni Engagement outreach strategy.

The successful candidate will ensure that the Advancement plan is aligned with the University’s strategic plan, “UMass Lowell 2020.” He or she will assess and build the appropriate infrastructure to support the Advancement initiative to continue to grow and sustain a highly functional Advancement operation. He or she will develop and maintain a highly collaborative and strategic leadership style that empowers staff to succeed and ensures accountability through clearly defined goals. The ability to secure seven- and eight-figure gift commitments from key donors and prospects to support University strategic priorities is a necessity. Lastly, the Vice Chancellor will serve as an ambassador for the University to both external and internal constituencies. Other duties will be assigned by the Chancellor.
Qualifications and Requirements:

- Bachelor’s degree required, advance degree preferred
- At least 10 years of progressive senior-level development experience and knowledge of all facets of Advancement is required
- Experience in higher education, preferably in the public-school setting
- Excellent communication skills to be an effective spokesperson for the University both externally and internally
- Strong interpersonal skills
- Honesty, integrity, judgment and work ethic
- Thrives in a fast-pace, flexible and creative work environment
- Ability to travel frequently and attend evening/weekend events

A proven track record of cultivating, soliciting, and stewarding seven- and eight figure gift commitments to support strategic priorities is as well. The successful candidate must have the following: Exceptional leadership and management skills to instill a culture of accountability toward goals; the ability to motivate and lead teams to successful outcomes; demonstrated Campaign experience to plan, execute, and close a comprehensive fundraising campaign; and a track record of effectively engaging volunteers, faculty/staff, alumni, parents, and community members to engage in life of the University.

TO APPLY PLEASE VISIT: https://jobs.uml.edu/applicants/Central?quickFind=54586

The University of Massachusetts Lowell is committed to increasing diversity in its faculty, staff, and student populations, as well as curriculum and support programs, while promoting an inclusive environment. We seek candidates who can contribute to that goal and encourage you to apply and to identify your strengths in this area. The University of Massachusetts Lowell is an Equal Opportunity/Affirmative Action, Title IX employer. All qualified applicants will receive consideration for employment without regard to race, sex, color, religion, national origin, ancestry, age over 40, protected veteran status, disability, sexual orientation, gender identity/expression, marital status, or other protected class.
8.0 **COST PROPOSAL**

The University of Massachusetts Lowell is interested in soliciting proposals for various search process scenarios and related fee options including:

Search Process Scenarios:
1) Regular, Full and Comprehensive Search Process, in accordance with your firms search methodology – please describe.
2) Limited Search Process, to include primarily sourcing of qualified, diverse candidates.

Fee options:
1) Fee in accordance with your firm’s routine fee schedule for service based on the proposal options above.
2) Fixed fee for services proposed.

Any indirect expenses should be quoted as a percentage of the total search fee and should not include direct expenses such as candidate travel, advertizing, etc., which will be vary by search.

9.0 **REFERENCES**

Please provide three client references below (please type or print clearly):

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<thead>
<tr>
<th></th>
<th>Customer Name</th>
<th>Contact Name and Title</th>
<th>Telephone Number</th>
<th>Email Address</th>
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Proposers are required to sign this form and submit it with their bid proposal.

To the University of Massachusetts Lowell, the undersigned proposes to provide equipment and services for the University of Massachusetts Lowell in accordance with the terms specified below and the terms of this request: CL15-GN-0067

The undersigned also hereby declares that it is the only person or persons interested in this proposal, that the proposal is made without any connection with other persons making any bid for the same work; that no person or persons directly or indirectly interested in this proposal, or in any contract which may be made under it, is expecting profits to arise therefrom; and without directly or indirectly influencing or attempting to influence any other person bidding for the same work; and that this proposal is made with distinct reference and relation to the specifications prepared for this case and herein mentioned. The undersigned declares that, in regard to the conditions affecting the work to be done, this proposal is based solely on their own investigations and research and not in reliance upon any representations of any employee, officer, or agent of the Commonwealth of Massachusetts.

The undersigned also hereby declares that the pricing and information provided their response in Attachment A is accurate and binding. (See Attachments A)

Name of Signatory (Person signing below):

Contact Name:

Contact Telephone Number:

Contact Business Address:

Contact City and State:

Contact Email Address:

Authorized Signature:

Printed Name and Title:

Date of Offer:

Duration of Offer (minimum 90 Days)
Pursuant to Massachusetts General Laws, Chapter 62C Section 49A, Clause (B), added by Section 36 of Chapter 233 of 1983:

(Name of Person Representing Company/Firm): ____________________________________________

for (Name of Company/Firm): _______________________________________________________
whose principal place of business is located at:

Company Address: ________________________________________________________________

Do hereby certify under the pains and penalties of perjury that the above mentioned named contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Authorized Signature: ____________________________________________________________

Printed Name: __________________________________________________________________

Title: ________________________________________________________________________

Date: ________________________________________________________________________
A person submitting a bid or a proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, Club, or other organization, entity, or group of individuals.

Signature: ____________________________________________

Printed Name of individual submitting bid or proposal: ________________________________

Name of business: _____________________________________________

Signature Date: _____________________________________________
This agreement is made, entered into, and effective on ________________ by and between the University of Massachusetts, Lowell (Campus), (hereinafter called “University”), an agency of the Commonwealth of Massachusetts and

(Contractor’s legal name and address)

(hereinafter called the “Contractor” and collectively the “Parties”).

This agreement (the “Contract”) is comprised of the following documents, listed in the order of precedence: (1) this Contract for Services Terms and Conditions; (2) any Contract Amendments, as identified in Section 2, below; and (3) any attached Scope of Services as identified in Section 1, below, including any addenda thereto. The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

1. **Scope of Services.** The Contractor agrees to perform the following services:

_______________________________________________________________________________________________________

_______________________________________________________________________________________________________

_______________________________________________________________________________________________________

or if applicable, those services described in the Attachment[s] attached hereto. Any Attachment attached hereto is made a part of this Contract and must be specifically labeled (e.g. “Attachment A, Scope of Services, consisting of ‘n’ pages”). Only the Scope of Services specifically referenced in this Contract and signed by the Parties’ authorized representatives shall apply.

2. **Contract Amendments.** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

_________________________________________________________________________________________________. All amendments attached hereto must be specifically labeled (e.g. “Attachment B, Amendment No. 1, consisting of ‘n’ pages”).

3. **Dates of Performance:**

   From: ________________ To: ________________.

   (Start Date) (Completion Date)

4. **Responsible University Official:** The University Official exercising managerial and budgetary control for this Contract shall be:

   ______________________________________________________

   (Name and Title)

5. **Payment:**

   A. The University shall compensate the Contractor for the services rendered at the rate of $______________ per ___________ (e.g., hour, week, semester, project, etc.).

   B. In no event shall the Contractor be reimbursed for time other than that actually spent providing the described service(s).

   C. Payment will be made upon submittal and approval of the Contractor’s Invoice(s) that is (are) received Monthly _____, Quarterly _____, Other ____ (specify) _____________________________.

   D. Reimbursement for Travel and Other Contractor Expenses:

      N/A All travel and meals are part of this Contract. No reimbursement will be made.

      N/A Contractor will be reimbursed for pre-approved travel in an amount not to exceed $ _____________________________.

      Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

      N/A Contractor will be reimbursed for OTHER expenses in an amount not to exceed $ _____________________________.

      OTHER Expenses shall be limited to: _____________________________.

      Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.
E. The total of all payments made against this Contract shall not exceed $______________________________.

F. The University’s payment terms are net thirty (30) days from the date of receipt of Contractor’s invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days in accordance with Mass. Gen. Laws ch 29 § 29C and with Commonwealth regulation 815 C.M.R. 4.00.

6. Certification. Contractor certifies under the pains and penalties of perjury that pursuant to Mass. Gen. Laws 62C, §49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch.151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and, if applicable, with all laws of the Commonwealth relating to Worker’s Compensation, Mass. Gen. Laws ch.152 and payment of wages, Mass. Gen. Laws ch. 149, § 148. Pursuant to federal law, Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

7. Conflict of Interest. Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

8. Compliance With Laws. Contractor agrees to comply with all applicable local, state, and federal laws, regulations and ordinances in the performance of its obligations under this Contract.

9. Independent Contractor Status. The Contractor is an independent contractor and not an employee or agent of the University. No act or direction of the University shall be deemed to create an employer/employee or joint employer relationship. The University shall not be obligated under any contract, subcontract, or other commitment made by the Contractor.

10. Contractor’s Qualifications and Performance. In accordance with the terms and conditions of this Contract, the Contractor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the Contractor agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.

11. Termination:

A. Without Cause. This Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice.

B. With Cause. If Contractor breaches any material term or condition stated herein or fails to perform or fulfill any material obligation required by this Contract, the University may terminate this Contract by giving written notice to the Contractor stating the circumstances of the breach at least seven (7) calendar days before the effective date of termination stated in the notice. Notwithstanding the foregoing, the notice of termination provided by the University may state a period during which the alleged breach may be cured by the Contractor, which cure shall be subject to approval by the University. In the event of a breach by Contractor, Contractor may be subject to any and all applicable contract rights and remedies available to the University. Applicable statutory or regulatory penalties may also be imposed.

12. Obligations in Event of Termination:

A. Upon termination of this Contract, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the University.

B. Upon termination of this Contract without cause, the University shall promptly pay the Contractor for all services performed to the effective date of termination, subject to offset of sums due the Contractor against sums owed by the Contractor to the University, and provided Contractor is not in default of this Contract and Contractor submits to the University a properly completed invoice, with supporting documentation covering such services, no later than thirty (30) calendar days after the effective date of termination.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified...
14. **Political Activity Prohibited.** The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office.

15. **Title, Ownership.** Unless provided otherwise by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with University funds shall vest with the University at the termination of the Contract. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

16. **Confidentiality/Privacy.** The Contractor shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. In addition, in the performance of this Contract, the Contractor may acquire or have access to “personal data” and become a “holder” of such personal data (as defined in Mass. Gen. Laws ch. 66A) or personal information (as defined in Mass.Gen.Laws ch. 93H). Personal data and personal information shall be deemed to be “Personal Information.” The Contractor shall implement feasible safeguards to restrict access and ensure the security, confidentiality and integrity of all Personal Information owned, controlled, stored, or maintained by University and provided to or accessed by Contractor in the performance of services irrespective of the medium in which it is held. The Contractor agrees that it shall inform each of its employees, servants or agents, having involvement with Personal Information of the laws and regulations relating to confidentiality and privacy. In addition, in the performance of this Contract, the Contractor may acquire or have access to “personal data” and become a “holder” of such personal data (as defined in Mass. Gen. Laws ch. 66A) or personal information (as defined in Mass.Gen.Laws ch. 93H). Personal data and personal information shall be deemed to be “Personal Information.” Contractor shall implement feasible safeguards to restrict access and ensure the security, confidentiality and integrity of all Personal Information owned, controlled, stored, or maintained by University and provided to or accessed by Contractor in the performance of services irrespective of the medium in which it is held. The Contractor agrees that it shall inform each of its employees, servants or agents, having involvement with Personal Information of the laws and regulations relating to confidentiality and privacy.

17. **Assignment and Delegation.** The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the University, nor shall the Contractor subcontract any service without the prior written approval of the University. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.

18. **Nondiscrimination in Employment.** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation or a person who is a member of, applies to perform, or has an obligation to perform service in a uniformed military service of the United States, including the National Guard on the basis of that membership, application or obligation. The Contractor agrees to comply with all applicable Federal and State employment statutes, rules and regulations.

19. **Severability.** If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

20. **Choice of Law.** This Contract is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement.

21. **Forum Selection.** The Parties agree to bring any action arising out of or relating to this Contract or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. The Contractor expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action brought by the Commonwealth or the University arising out of or relating to this Contract or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.

22. **Force Majeure.** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

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23. **Indemnification of University.** The Contractor shall defend, indemnify, and hold harmless the Commonwealth, the University, its Trustees, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys’ and experts’ fees) arising out of or resulting from the performance of the services performed by the Contractor, its agents, servants, employees, or subcontractors under this Contract, provided that any such claims, liability, losses, third party claims, damages, costs, or expenses are attributable to bodily injury, personal injury, pecuniary injury, damage to real or tangible personal property, resulting therefrom and caused in whole or in part by any intentional or negligent acts or omissions of the Contractor, its employees, servants, agents, or subcontractors. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Commonwealth and/or the University that would otherwise exist. The University shall give the Contractor prompt and timely notice of any claims, threatened or made, or any suit instituted against it which could result in a claim for indemnification hereunder. The extent of this Contract of indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this Contract.

24. **Risk of Loss.** The Contractor shall bear the risk of loss of any Contractor materials used for a Contract and for all deliverables and work in process.

25. **Tax Exempt Status.** The University is exempt from federal excise, state, and local taxes; therefore, sales to the University are exempt from Massachusetts sales and use taxes. If the University should become subject to any such taxes during the term of this Contract, the University shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.

26. **Waivers.** All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

27. **Amendments.** This Contract may be amended only by written agreement of the Parties, executed by the Parties’ authorized representatives and in compliance with all other regulations and requirements of law.

28. **Entire Agreement.** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.

29. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address):

```
To the University: ____________________________
______________________________

To the Contractor: ____________________________
______________________________
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Employees of the University shall not be held personally or contractually liable by or to the Contractor under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized University official.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their respective duly authorized officers as of the date first above written.

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<tr>
<th>UNIVERSITY OF MASSACHUSETTS</th>
<th>CONTRACTOR</th>
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