MICHIGAN STATE UNIVERSITY
INFRASTRUCTURE PLANNING AND FACILITIES

Master Service Agreement

This Master Services Agreement (this "**Agreement"**), entered into as of January 1, 2027 ("**Effective Date**"), is made by and between Michigan State University, with offices located at 426 Auditorium Rd, East Lansing, MI 48824 ("**MSU**" or "**University**") and [Name of Supplier], with offices at [Address, City, State, Zip] ("**Supplier**"). MSU and Supplier are sometimes referred to in this Agreement individually as a "party" and collectively as the "parties."

1. TERM

1.1 The term of this Agreement shall commence on the Effective Date and shall continue for five (5) years or until Supplier has completed all Services under the Statement of Work and the warranties for Services and Materials have expired, unless earlier terminated in accordance with paragraph 14 (the "**Term**"). Any extension of the Term will be subject to mutual written agreement between the parties.

2. SERVICES

2.1 Supplier shall provide to MSU the services (the "**Services"**) set forth in the Statement of Work, attached as Schedule A to this Agreement (the "**Statement of Work**").

2.2 Unless otherwise set forth in Statement of Work, Supplier shall furnish, at its own expense, the tools, equipment, supplies and other materials used to perform the Services. MSU shall provide Supplier with access to its premises and equipment to the extent necessary for the performance of the Services.

2.3 Supplier shall comply with all applicable policies of MSU relating to conduct, health and safety and use of MSU's facilities, supplies, information technology, equipment, networks and other resources.

3. WARRANTY OF SERVICES

3.1 The Services will be in conformity in all material respects with all requirements or specifications stated in this Agreement and the Statement of Work for a period of twelve (12) months after acceptance by MSU (the "**Service Warranty**"). In the event of Supplier's breach of the foregoing Service Warranty:

(a) Supplier shall use reasonable efforts to cure such breach; provided, that if Supplier cannot cure such breach within a reasonable time (but no more than fifteen (15) days after MSU's written notice of such breach, MSU may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 14.2.

(b) In the event the Agreement is terminated in accordance with this Section, Supplier shall within thirty (30) days after the effective date of termination, refund to MSU any fees paid by MSU as of the date of termination for such Services that are the subject of the breach.

4. MATERIALS

4.1 Delivery. Supplier must deliver the materials and equipment (collectively, "**Materials**") to the locations designated by MSU by the delivery date specified in the Statement of Work. Five days prior to the actual delivery date, Supplier must give written notice to MSU specifying the precise delivery date and time. Supplier must pay all costs associated with replacing any Materials damaged in transit to the final destination. Supplier acknowledges that no Materials will be considered delivered on the delivery date if they are damaged or otherwise not ready for Supplier to begin its installation services and MSU to begin its inspection and acceptance procedures. Supplier must, at a minimum, package the Materials according to industry standards and include a packing slip with each shipment. Supplier must also arrange for any rigging and drayage necessary to deliver the Materials. All costs associated with packaging, shipping, transportation, delivery and insurance are to be borne by Supplier.

4.2 Installation and Integration of Materials.

(a) Supplier must unpack, assemble, install, integrate, interconnect, and configure all the Materials at the locations specified in the Statement of Work. Where necessary to complete installation, Supplier must provide all required moving and installation resources, including but not limited to personnel, packing material, and floor protection panels as necessary. After completing installation, Supplier must provide MSU with written notification that the Materials are ready for use.

(b) Supplier must supply all materials required to complete the assembly, installation, integration, interconnection, and configuration of the Materials at the locations specified in the Statement of Work so that they are ready for use and acceptance, including providing and setting up all required connections to the power supply (if applicable) and any other necessary cables and any other accessories or supplies.

(c) Supplier must leave all work areas clean once installation is complete, which includes removing and disposing of all packing materials.

(d) All costs associated with the installation services described in this Section are to be borne by Supplier.

4.3 Supplier Warranty for Materials. Supplier warrants that the Materials will be free from defects in title, and, for a period of one (1) year from acceptance of the Materials, will: (i) be free from defects in material and workmanship under normal use and service; and (ii) perform substantially in accordance with the manufacturer's specifications. During the warranty period, Supplier shall repair or replace all defective Materials, including the cost of shipping parts and providing labor for installation, if applicable.

4.4 Manufacturer Warranty for Materials. In addition to the warranty provided by Supplier above, Supplier shall extend to MSU the rights and benefits, to the extent that the same are not extinguished by the passage of time, of any warranties, service life policies and patent indemnities of any third-party manufacturer and

any maintenance and overhaul agencies of and for the Materials which Supplier may have to the extent that the same are assignable and transferable. Supplier also hereby grants to MSU rights of subrogation relating to any claim which Supplier may have under such warranties (if any) concerning the Materials.

5. INTELLECTUAL PROPERTY

MSU is and shall be, the sole and exclusive owner of all right, title and interest throughout the world in and to all designs, drawings, reports, or other materials created specifically for MSU under this Agreement, including but not limited to any deliverables set forth in the Statement of Work, including all patents, copyrights, trademarks, trade secrets and other intellectual property rights therein.

6. SUBCONTRACTORS

6.1 Supplier will not, without the prior written approval of MSU, which consent may be given or withheld in MSU's sole discretion, engage any third party to perform Services. MSU's approval of any such third party (each approved third party, a "**Subcontractor**") does not relieve Supplier of its representations, warranties or obligations under this Agreement. Without limiting the foregoing, Supplier will:

(a) be responsible and liable for the acts and omissions of each such Subcontractor (including such Subcontractor's employees who, to the extent providing Services, shall be deemed Supplier personnel) to the same extent as if such acts or omissions were by Supplier or its employees;

(b) name MSU a third party beneficiary under Supplier's contract with each Subcontractor with respect to the Services;

(c) be responsible for all fees and expenses payable to, by or on behalf of each Subcontractor in connection with this Agreement, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits; and

7. PAYMENT

7.1 MSU will pay the fees set forth in the Statement of Work (the "**Fees**") in accordance with this Section 7 and any payment milestones set forth in the Statement of Work.

7.2 Supplier's invoices must conform to the requirements set forth by the University at https://upl.msu.edu/for-suppliers/policies-requirements/invoicing-payments/index.html. Invoices are due and payable by the University, in accordance with the University's standard payment procedures, which are **Net 30**, provided the University determines that the invoice was properly rendered. Invoices must include an itemized statement of all charges. MSU is exempt from state sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for MSU's exclusive use.

7.3 MSU has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. MSU will notify Supplier of any dispute within a reasonable time. Payment by MSU will not constitute a waiver of any rights as to Supplier's continuing obligations, including claims for deficiencies or substandard Services.

7.4 Without prejudice to any other right or remedy it may have, MSU reserves the right to set off at any time any amount then due and owing to it by Supplier against any amount payable by MSU to Supplier.

7.5 Unless otherwise set forth in the Statement of Work, Supplier is solely responsible for any travel or other costs or expenses incurred by Supplier in connection with the performance of the Services, and in no event shall MSU reimburse Supplier for any such costs or expenses. If the Statement of Work allows for reimbursement of travel costs, such reimbursement is subject to MSU's Travel Reimbursement Policy set forth at https://travel.msu.edu/reimbursement/reimbursement-charts.

8. RELATIONSHIP OF THE PARTIES

8.1 Supplier is an independent contractor of MSU, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Supplier and MSU for any purpose. Supplier has no authority (and shall not hold itself out as having authority) to bind MSU and Supplier shall not make any agreements or representations on MSU's behalf without MSU's prior written consent.

8.2 Without limiting paragraph 8.1, Supplier will not be eligible under this Agreement to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by MSU to its employees, and MSU will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Supplier's behalf. Supplier shall be responsible for, and shall indemnify MSU against, all such taxes or contributions, including penalties and interest. Any persons employed by Supplier in connection with the performance of the Services shall be Supplier's employees and Supplier shall be fully responsible for them.

9. CONFIDENTIALITY

9.1 Meaning of Confidential Information. The term "Confidential Information" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) in the possession of MSU and subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of

confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). Notwithstanding the above, in all cases and for all matters, MSU Data is deemed to be Confidential Information.

9.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Supplier's subcontractor is permissible where (a) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (b) Supplier obligates the subcontractor in a written contract to maintain MSU's Confidential Information in confidence. At MSU's request, any of the Supplier's representatives may be required to execute a separate agreement to be bound by the provisions of this Section 9.2.

9.3 Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

9.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of MSU, at the sole election of MSU, the immediate termination, without liability to MSU, of this Agreement.

9.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Agreement, each party must, within five (5) Business Days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. If Supplier or MSU determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and certify the same in writing within five (5) Business Days from the date of termination to the other party.

10. AUDIT AND RETENTION OF BOOKS AND RECORDS

University shall have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Supplier involving transactions related to this Agreement until the expiration of three (3) years after final payment hereunder. Supplier further agrees to promptly furnish, when requested by University, such books, documents, and records of Supplier as are necessary to verify the accuracy of the amounts invoiced to University against any past or current goods and services provided by Supplier. If any audit discloses an overpayment by University or a discrepancy in the amount invoiced by Supplier against the goods and services actually provided by Supplier, Supplier will promptly reimburse University within thirty (30) days of University's notification to Supplier of any such overpayment, rectify such discrepancy, or both, and further pay University a fee equal to 25% of the amount of any overpayment.

11. REPRESENTATIONS AND WARRANTIES

11.1 Supplier represents and warrants to MSU that:

(a) Supplier has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of its obligations in this Agreement;

(b) Supplier's entering into this Agreement with MSU and its performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which it is subject;

(c) Supplier has the required skill, experience and qualifications to perform the Services, Supplier shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services and Supplier shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

(d) Supplier shall perform the Services and provide the Materials in compliance with all applicable federal, state and local laws and regulations;

11.2 MSU hereby represents and warrants to Supplier that:

(a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and

(b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational action.

12. INDEMNIFICATION

12.1 Supplier shall defend, indemnify and hold harmless MSU and its affiliates and their trustees, officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages,

liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from Supplier's acts or omissions;

(b) Supplier's breach of any representation, warranty or obligation under this Agreement; and

(c) any claim that the Materials or Services infringe any other person's or entities' intellectual property rights.

12.2 MSU may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Supplier.

13. INSURANCE

13.1 While performing services under this Agreement, Supplier shall purchase and maintain the following insurance:

(a) Workers Compensation insurance, Coverage A, with limits statutorily required by any applicable Federal or state law and Employers Liability insurance, Coverage B, with minimum limit of $500,000 per accident;

(b) Commercial General Liability insurance with a minimum limit of $1,000,000 each occurrence/$2,000,000 general aggregate. Coverage shall include bodily injury and property damage liability, personal and advertising injury liability, products/completed operations, and liability assumed under an insured contract;

(c) Automobile Liability insurance covering liability arising out of any owned, hired, and non-owned vehicles with minimum limit of $1,000,000 each accident and Personal Injury Protection as required by statute;

(d) Professional Liability insurance for claims arising from negligent acts, errors or omissions by anyone providing professional services including but not limited to doctors, lawyers, architects, engineers, designers, appraisers and consultants. Minimum limit is $1,000,000 per claim and $3,000,000 annual aggregate; and

(e) For services that may impact the security of the University's electronic data, or Suppliers that store, process, handle or transmit University data in electronic format, Cyber Liability Insurance coverage with limits no less than $1 million.

13.2 Insurance policies shall be issued by companies licensed or approved to do business within the State of Michigan. Insurers shall possess a minimum A.M. Best rating of A. The insurance policies, except Workers' Compensation and Professional Liability shall be endorsed to name Michigan State University, its Board of Trustees, agents, officers, employees, and volunteers as "Additional Insureds." In the event any insurance

policies required by this Agreement are written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of Supplier's Services and must be evidenced by annual certificates of insurance. All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by MSU. Prior to commencing services Supplier shall furnish the University with certificates of insurance. Supplier shall provide a minimum 30 days written notice to MSU via certified mail of cancellation or non-renewal of policies required under this Agreement and a renewal certificate at least 15 days prior to expiration.

14. TERMINATION

14.1 MSU may terminate this Agreement without cause upon thirty (30) days' written notice to Supplier. In the event of termination pursuant to this paragraph 14.1, MSU shall pay Supplier any Fees due and payable for any Services or Materials completed up to and including the date of such termination.

14.2 MSU may terminate this Agreement, effective upon written notice to Supplier, in the event that Supplier materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, Supplier does not cure such breach within fifteen (15) days after receipt of written notice of such breach. MSU shall pay Supplier any Fees due and payable for any Services completed up to and including the date of such termination, subject to MSU's right of offset for reasonable costs incurred by MSU as a result terminating the Agreement.

14.3 Upon expiration or termination of this Agreement for any reason, or at any other time upon MSU's written request, Supplier shall within fifteen (15) days after such expiration or termination:

(a) deliver to MSU all paid-for Materials

(b) deliver to MSU any tools, equipment or other materials provided for Supplier's use by MSU;

(c) deliver to MSU all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information;

(d) take all reasonable and necessary measures to transition performance of the Services, reports and other documentation, to MSU or MSU's designee;

(e) prepare an accurate accounting from which MSU and Supplier may reconcile all outstanding accounts;

(f) permanently erase all of the Confidential Information from Supplier's computer systems; and

(g) certify in writing to MSU that Supplier has complied with the requirements of this paragraph.

15. ASSIGNMENT

Supplier shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without MSU's prior written consent. Any assignment in violation of the foregoing shall be deemed null and

void. MSU may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.

16. USE OF THE UNIVERSITY NAME, LOGO AND MARKS

The University acknowledges that Supplier may make public statements regarding the existence of this Agreement, its terms and conditions and an accurate description of the products or services being supplied without the consent of the University. However, other than as permitted by the previous sentence, Supplier will not use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University, or the name of any representative of the University without the prior written permission of the University in each instance. Supplier may not imply, directly or indirectly, that MSU endorses any products or services supplied to MSU.

17. PREVAILING WAGE

If the Services involve the construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning, or improvement of MSU buildings, works, bridges, or roads, then the following provisions are applicable:

17.1 Supplier shall comply with, and ensure that its subcontractors comply with, the Michigan Prevailing Wage Act, MCL 408. 11 O 1, et seq. ("Act"), including but not limited to with respect to the following:

(a) The rates of wages and fringe benefits to be paid to each class of mechanics shall be as required by the Agreement, but in no event less than the wage and fringe benefit rates prevailing in the locality in which the work is being performed.

(b) Supplier and its subcontractors must obtain state project registration prior to any work covered by the Act being performed under this Agreement.

(c) Supplier and its subcontractors shall keep posted at the construction site, in a conspicuous place, a copy of all applicable prevailing wage and fringe benefit rates.

(d) Supplier and its subcontractors shall keep an accurate record showing the name and occupation of, and the actual wages and benefits paid to, each construction mechanic that it employs in connection with the Agreement.

(e) Supplier and its subcontractors shall maintain certified payroll records and other required records under the Act for at least three years.

(f) Supplier shall transmit certified payroll records to the database maintained by the Michigan Department of Labor and Economic Opportunity (or its designee) not later than ten (10) days after the end of each pay period for all work covered by the Act performed under this Agreement.

(g) Supplier and its subcontractors shall not discharge, discipline, retaliate against, or otherwise discriminate against a construction mechanic, or threaten to do any of these things, because the construction mechanic reported or was about to report a violation or suspected violation of the Act.

(h) Supplier and its subcontractors shall provide to the Michigan Department of Labor and Economic Opportunity (or its designee) any records requested necessary to enforce the Act, including certified payroll, fringe benefit information, or other information necessary to ensure compliance.

(i) Supplier will provide monthly certified payroll records to MSU for purposes auditing compliance with the Act.

17.2 Supplier acknowledges that a schedule of prevailing wages and fringe benefits has been provided or otherwise made available to the Supplier.

17.3 Supplier acknowledges that construction mechanics are intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements and that any construction mechanic aggrieved by the failure of Supplier or its subcontractors to pay prevailing wages or benefits, in addition to any other remedies provided in the Act or by law, may bring an action in a court of competent jurisdiction against Supplier or its subcontractors for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal.

17.4 Supplier shall indemnify and hold MSU harmless from any claims, damage, loss, or expense incurred by MSU, including but not limited to actual attorneys' fees, in any way related to the failure of Supplier or its subcontractors to comply with the Act.

18. LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES. OTHER THAN ITS PAYMENT OBLIGATIONS, IN NO EVENT WILL MSU'S AGGREGATE LIABILITY TO SUPPLIER UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT, EXCEED THE TOTAL AMOUNT OF PAYMENTS PAID BY MSU TO SUPPLIER DURING THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CLAIM.

19. NON-DISCRIMINATION UNDER MICHIGAN LAW

Pursuant to Section 209 of the Michigan Elliot-Larsen Civil Rights Act and Section 209 of the Michigan Persons with Disabilities Civil Rights Act, in providing services, the Supplier and its contractor(s) agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of age, color, familial status, height, marital status, national origin, race, religion, sex, sexual orientation, gender identity or expression, weight, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

20. EXCLUSION AND DEBARMENT.

Supplier certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or otherwise ineligible for state or Federal program participation. In the event that Supplier becomes debarred, suspended or ineligible from state or Federal program participation, Supplier shall notify MSU in writing within three (3) business days of such event. To the extent that Supplier will provide services to any MSU medical entity, Supplier hereby represents and warrants that Supplier is not currently, and at no time has been sanctioned, debarred, suspended, or excluded by any state or federally funded healthcare program, including without limitation, Medicare and Medicaid. Supplier agrees to immediately notify MSU of any threatened, proposed, or actual sanctions, debarment action, suspension, or exclusion by or from any state or federally funded health care program during the term of this Agreement.

21. FEDERAL CONTRACT COMPLIANCE.

21.1 **University is an equal opportunity employer and a federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41** CFR **60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

21.2 In accordance with (i) Public Law 115-91 and FAR 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities, (ii) Public Law 115-232 and FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, and (iii) FAR 52.204-30, Federal Acquisition Supply Chain Security Act

(FASCSA) Orders Prohibition, Supplier is prohibited from delivering covered telecommunications equipment as defined in FAR 52.204-25, covered articles as defined in FAR 52.204-23, or covered articles as defined under FAR 52.204-30 and identified pursuant to an FASCSA order. Supplier hereby represents and warrants that it will abide by the prohibitions contained in this Section.

22. COMPLIANCE WITH LAWS

Supplier shall comply with all applicable laws, regulations and ordinances and the University's policies and rules, found at https://upl.msu.edu/for-suppliers/policies-requirements/index.html. Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

23. CRIMINAL BACKGROUND CHECKS

Supplier may be required to perform criminal background checks of its personnel pursuant to the MSU Contractor Criminal Background Check Requirements Policy ("**CBC Policy**"), available at https://upl.msu.edu/common/documents/criminal-back-ground-check.pdf. If Supplier is subject to the CBC Policy, Supplier must sign and deliver the Contractor Certification for Criminal Background Checks to University prior to the provision of any services or delivery of any goods. University reserves the right to audit compliance with the CBC Policy requirements and may require further documentation of compliance from Supplier. Non-compliance with the Policy is considered a material breach of this Agreement, which may result in a termination for cause

24. CONFLICT OF INTEREST.

Supplier warrants that to the best of Supplier's knowledge, there exists no actual or potential conflict between Supplier and the University, and its Services under this Agreement, and in the event of change in either Supplier's private interests or Services under this Agreement, Supplier will inform the University regarding possible conflict of interest which may arise as a result of the change. Supplier also affirms that, to the best of Supplier's knowledge, there exists no actual or potential conflict between a University employee and Supplier.

25. MISCELLANEOUS

25.1 All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice"**) shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided

in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.

25.2 Neither Supplier nor MSU shall be liable for failure to perform its respective obligations under the Agreement when failure is caused by fire, explosion, flood, act of God, epidemics or pandemics, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, or like causes beyond the reasonable control of the party ("**Force Majeure Event**"). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the party shall: (a) as soon as practicable notify the other party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible, including, as applicable, abiding by the disaster plan in place for MSU. In the event that any Force Majeure Event delays a party's performance for more than thirty (30) calendar days following notice by the delaying party pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice

25.3 This Agreement, together with any other documents incorporated herein by reference and related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. NO TERMS ON SUPPLIER'S INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS AGREEMENT OR IS BINDING ON MSU FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY MSU, EVEN IF ACCESS TO OR USE OF SUCH SERVICES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

25.4 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

25.5 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Ingham County in the State of Michigan in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder.

25.6 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25.7 This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

MICHIGAN STATE UNIVERSITY	[Name of Supplier]
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Schedule A Statement of Work

Vendors must comply with Michigan State University's policies and procedures including those found in the links below.

https://ipf.msu.edu/real-estate-and-capital-planning/construction-standards

Vendors must register with the State of Michigan, Department of Labor and Economic Opportunity: Vendors must submit certified payroll

https://www.michigan.gov/leo/bureaus-agencies/ber/wage-and-hour/prevailing-wage