

# CollegeBuys Master Services Agreement



**Agreement No. 00007482**

This Master Services Agreement (hereinafter referred to as “Agreement” or “Master Services Agreement”) is entered into between Foundation for California Community Colleges, a California 501(c)(3) nonprofit organization, (“FoundationCCC”) and **CollegeAPP dba Mn8 Creative, Inc.**, a Delaware corporation, (“Supplier”). By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the “Agreement”).

The parties agree to comply with the terms and conditions of this Agreement and the following Exhibits which are by this reference made a part of the Agreement.

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## THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

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### SUPPLIER

By: Jack MacKenzie  
Jack MacKenzie (Jul 27, 2023 14:51 CDT)

Print Name: Jack MacKenzie

Title: President

Date: Jul 27, 2023

### FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By: Jorge Sales  
JORGE SALES (Jul 27, 2023 10:31 PDT)

Print Name: Jorge J.C. Sales

Title: Vice President of Program Development

Date: Jul 27, 2023

### SUPPLIER – second signature if applicable

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES – signature 2 if applicable

By: Joseph Quintana

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: Jul 27, 2023

## **RECITALS**

1. **WHEREAS**, FoundationCCC is a 501(c)(3) nonprofit organization and established the official auxiliary organization for the California Community College Board of Governors and the California Community Colleges Chancellor's Office in accordance with California Education Code 72670.5 and may enter into systemwide agreements on behalf of the California Community Colleges in accordance with California Public Contract Code 20661 and its implementing regulations CCR 59130-59132;
2. **WHEREAS**, FoundationCCC developed, supports, and operates CollegeBuys, a cooperative purchasing program designed to pool the purchasing power of public and private schools across the nation and, as a result, FoundationCCC is in a unique and valuable position to provide Supplier with marketing and promotional services for Supplier's products and/or services;
3. **WHEREAS**, FoundationCCC has determined that it is a benefit to establish a Master Services Agreement with established suppliers so that any or all California public agencies, nonprofit organizations directly supporting the California Community College system, public and private school districts, or public and private colleges or universities may purchase products at prices stated in this Agreement;
4. **WHEREAS**, Supplier provides adult student prospect identification and recruitment services as agreed upon in this Agreement and attached hereto as Exhibit A;
5. **WHEREAS**, Supplier desires to make this Master Services Agreement available to any and all public agencies, nonprofit organizations directly supporting the California Community College system, public and private school districts, as well as public and private colleges or universities (hereinafter referred to individually as "Participating Agency" or collectively as "Participating Agencies"), specifically including California Community Colleges, which are supported, in part, by FoundationCCC; and
6. **WHEREAS**, FoundationCCC seeks to offer and raise awareness of Supplier's products and/or services to Participating Agencies in exchange for an administrative fee.
7. **WHEREAS**, FoundationCCC is entering into and negotiating this Master Services Agreement on behalf of Participating Agencies and the intent is for each Participating Agency to make use of this Agreement as if each Participating Agency has negotiated the Agreement. Should FoundationCCC make use of the Goods or Services under this Agreement they shall be deemed a Participating Agency for purposes of this Agreement. Each Participating Agency shall make use of the Supplier's Participating Agency Agreement attached hereto as Exhibit A.

## **I. TERMS AND CONDITIONS**

1. **Master Services Agreement.** The Agreement of the parties consists of this Master Services Agreement (including the above recitals and these Terms and Conditions) and all Exhibits attached hereto or subsequently signed by the parties. This Master Services Agreement and all applicable Exhibits are hereinafter collectively referred to as the “Agreement.”
2. **Products and Services Ordered.** Subject to the terms of this Agreement, FoundationCCC will provide this Master Services Agreement to interested Participating Agencies for the services and or products identified in Exhibit A.
3. **Administration.** FoundationCCC shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Agreement as set forth herein, and Supplier hereby agrees that FoundationCCC shall act in the capacity of administrator of purchases under the Agreement.
4. **Purchasing.** With respect to any purchases by Participating Agencies pursuant to the Agreement, FoundationCCC: (i) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of the Supplier, or said Participating Agency; (ii) shall not be obligated, liable, or responsible for any order made by Participating Agencies or any employee thereof under the Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable, or responsible for any failure by any Participating Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. FoundationCCC makes no representation or guaranty with respect to any minimum purchases by any Participating Agencies or any employee thereof under this Agreement.
5. **Term.**
  - a. This Agreement shall begin on July 27, 2023 (“Effective Date”) and shall terminate on July 26, 2026, unless extended in accordance with term 5(b) below.
  - b. FoundationCCC and Supplier, upon mutual consent, shall have the option to extend the Term for (7) seven additional one (1) year periods (“the Extended Term”). If the option for an Extended Term is exercised, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of FoundationCCC and Supplier. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by FoundationCCC to initiate a new Term extension or subsequent Agreement, Supplier agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms, and conditions currently at the Agreement expiration date.
6. **Termination.** This Agreement may be terminated by FoundationCCC for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least thirty (30) days in advance. Termination of this Agreement will not terminate any Participating Agency Agreement already entered into by Participating Agency and Supplier prior to the date of termination.
7. **Payment Terms.** The payment obligations of the Participating Agency shall be set forth in the Participating Agency Agreement attached herein addressing the specific service and or product being ordered. Also, see Quarterly Fees & Reporting below for specific requirements for Suppliers payment of administrative fees to FoundationCCC.

8. **Assignment.** FoundationCCC's rights and obligations hereunder may be assigned at FoundationCCC's sole discretion to an existing or newly established legal entity that has the authority and capacity to perform FoundationCCC's obligations hereunder. Supplier may assign its rights and obligations hereunder to an existing or newly established legal entity that has the authority and capacity to perform Supplier's obligations hereunder with the prior written consent of FoundationCCC.
9. **Use of Logo.** FoundationCCC's prior review and written approval is required for any use of FoundationCCC or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings.
10. **Insurance.** Upon request within ten (10) days of formal commitment to utilize the Agreement, the Supplier and each Subcontractor shall deliver to the FoundationCCC and/or the Participating Agency taking part in the Agreement, Certificates of Insurance evidencing the insurance coverage in the minimum amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum amounts in connection with the use of the agreement. In such event, such additional or different insurance requirements shall be noted in writing from the Participating Agency, and the Supplier shall comply with the same.
  - a. **Workers' Compensation Insurance.** The Supplier and all Subcontractors to the Supplier shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
  - b. **Commercial General Liability Insurance.** The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons, damage to property, completed operations, and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
  - c. **Professional Liability Insurance.** The Supplier shall obtain and maintain Professional Liability Insurance Policies covering liability arising from any error, omission, negligent, or wrongful act of the Supplier, its officers or employees with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate; and
  - d. **Cybersecurity Insurance.** The Supplier shall obtain and maintain Cyber Liability Insurance Policies with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate covering claims including but not limited to: privacy violations, damage to or destruction of electronic information, information theft, any release of private information, alteration of electronic information, extortion and network security, and coverage needs to include remediation costs for expenses incurred relating to notification expenses, and Information Technology forensics following a breach.
  - e. **Modifications; Cancellation; Additional Insured.** Each Participating Agency hereunder shall be named as an additional insured to the Commercial General Liability insurance policies of the Supplier and its Subcontractors. The Workers' Compensation insurance policy and the General Liability insurance policy of the Supplier and each Subcontractor shall include provisions that the policy terms will not be materially modified and the

policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable.

**11. Special Provisions.**

**a. Quarterly Fees & Reporting.**

- i. Quarterly Administrative Fee. Supplier shall pay FoundationCCC a quarterly administrative fee in the amount of 2% of the total purchase invoice, less taxes, additional services (excluding included services) and transportation for all purchases of Participating Agencies under said Master Services Agreement and provide FoundationCCC with an electronic accounting report, in a format prescribed by FoundationCCC, summarizing all purchases under the Agreement. A sample of the reporting format appears at Exhibit B. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. FoundationCCC reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to Foundation for California Community Colleges. Administrative fee payments shall be made by check or ACH to Foundation for California Community Colleges. All reports must be submitted to [accountsreceivable@foundationccc.org](mailto:accountsreceivable@foundationccc.org) and [cbreporting@foundationccc.org](mailto:cbreporting@foundationccc.org).
- ii. Accounting. Supplier shall at its expense maintain an accounting of all purchases made by Participating Agencies. FoundationCCC reserves the right to audit the accounting for a period of four (4) years from the date FoundationCCC receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by FoundationCCC. Quarterly reports and the administrative fee applicable to each quarter, as described in Section 11(a)(i) above, are due within thirty (30) days of the end of each calendar quarter.
- iii. Default. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified in Section 11(a)(i) shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at FoundationCCC's sole discretion. All administrative fees not paid within thirty (30) days of the end of each quarter shall bear interest at the rate of one and one half percent (1.5%) per month until paid.
- iv. Errors and Omissions. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omissions(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from FoundationCCC. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes first) has lapsed, FoundationCCC also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 11(a)(ii) above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).

- v. Right to Compare Records. FoundationCCC or its designee may, at FoundationCCC's sole discretion, compare Participating Agency records with quarterly reports submitted by Supplier. If there is a discrepancy, FoundationCCC will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to FoundationCCC's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, FoundationCCC shall have the right to engage outside services to conduct an independent audit of Supplier's quarterly reports. Supplier shall be obligated to reimburse any and all FoundationCCC's costs and expenses related to or connected with the record and report reviews, the audit, FoundationCCC staff time and expenses, counsel, and collection.

## **12. Supplier Warranties.**

- a. Supplier warrants that (i) the work performed under this contract ("Contracted Work") furnished hereunder will conform to the requirements of this Agreement (including, without limitation, all descriptions, specifications, and drawings identified in Exhibit A between Supplier and Participating Agency), and (ii) the Contracted Work will be free from fault and defects in design, materials, and workmanship. Where the Parties have agreed to design specifications in Exhibit A directly or by reference, Supplier warrants the deliverables shall provide all functionality required thereby and shall be new and of industry standard quality in the trade and in accordance with the approved and agreed to design and specifications. Participating Agency's approval of designs or specifications furnished by Supplier shall not relieve Supplier of its obligations under this warranty.
- b. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- c. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- d. In addition to the other warranties set forth herein, where the Agreement calls for delivery of commercial software, Supplier warrants such software shall perform in accordance with its license and accompanying documentation. Supplier further warrants that, at the time of delivery, any deliverables consisting of software (i) shall be free of harmful code (i.e., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or software); and (ii) shall not infringe or violate any third-party's intellectual property right. Without limiting the generality of the foregoing, if FoundationCCC or a Participating Agency believes harmful code may be present in any commercial software delivered, Supplier shall, upon FoundationCCC's or Participating Agency's request, provide a master copy of the software for comparison and correction.
- e. Unless otherwise specified in Exhibit A where Supplier resells hardware or software is purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Supplier shall pass through any such warranties to

Participating Agency and shall cooperate in enforcing them. Such warranty pass-through shall be supplemental to, and not relieve Supplier from, Supplier's warranty obligations set forth above.

- f. All warranties, including special warranties specified elsewhere herein, shall inure to Supplier, its successors, assigns, customer agencies, and other governmental users of the deliverables or services.
13. **Goods.** If Supplier is providing goods, as defined in Section 2-105 of the Uniform Commercial Code, under this Agreement, the following shall apply:
- a. **Packing and Shipment.** All goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
    - i. Show the number of the container and the total number of containers in the shipment; and
    - ii. The number of the container in which the packing sheet has been enclosed.
  - b. All shipments by Supplier or its subcontractors must include packing sheets identifying: the Agreement number; item number; quantity and unit of measure; part number and description of the goods shipped; and appropriate evidence of inspection, if required. Goods for different contracts shall be listed on separate packing sheets.
  - c. **Delivery.** Supplier shall strictly adhere to the delivery and completion schedules specified in this Agreement or an applicable order form. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Supplier delivers in excess of the quantities specified herein, the Participating Agency shall not be required to make any payment for the excess deliverables and may return them to Supplier at Supplier's expense or utilize any other rights available to Participating Agency at law or in equity.
  - d. **Substitutions.** Supplier may not tender substitute items for any goods to be provided under this Agreement without advance written consent of Participating Agency. Supplier shall not use any specification in lieu of those contained in the Agreement without written consent of Participating Agency.
  - e. **Inspection, Acceptance, and Rejection.** Unless otherwise specified in Exhibit A, all deliverables may be subject to inspection and test by the Participating Agency.
14. **Indemnification.** Supplier, its heirs and/or its assigns ("Indemnitor") will indemnify, defend and hold both FoundationCCC and each Participating Agency, their directors, officers, employees, and agents and (collectively "Indemnitees") harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys' fees and costs, resulting from, arising out of, or connected with (a) the performance of its obligations under this Agreement or omissions relating to same by Indemnitor, Indemnitor's employees, Indemnitor's subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Agreement; (c) Indemnitor's or Indemnitees' infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services and/or (d) any willful or negligent act or omission by Indemnitor or any person or entity for whom Indemnitor is responsible. Indemnitor's indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. FoundationCCC

or the applicable Participating Agency must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity.

15. **Equal Access.** Supplier ensures equal access to their software, products, and services for all and particularly for individuals with disabilities. An individual with a disability will be afforded the same opportunity to acquire and engage with the software, products, and services as a person without a disability in an equally effective and equality integrated manner, with substantially equivalent ease of use.
16. **Iran Contracting Act Verification.** If the estimated spend throughout the life of this Agreement is estimated to exceed one million dollars, (\$1,000,000.00), Supplier must appropriately fill out and sign the Iran Contracting Act Verification certificate, as specified under Public Contract Code §§ 2202 – 2208 and attached hereto as a part of Exhibit C-2, Compliance Certificates.
17. **Lowest Price Commitment Certification.** In accordance with regulations established for California Public Contract Code 20661(a)(2) and California Code of Regulations Title 5 Section 59131(b), FoundationCCC shall require a vendor to certify that the goods or services provided pursuant to the contract shall carry the lowest cost available upon the same terms, conditions, and specifications. As such, Supplier certifies that the cost to each California Community College District that is a beneficiary of this Agreement is lower than the cost a California Community College District could obtain through its standard contracting procedures and is the lowest cost available for the same products and/or services in Exhibit A, upon the same terms, conditions, and specifications herein. This certification does not preclude Supplier from providing greater discounts than outlined in Exhibit A to a California Community College District in recognition of unique factors such as volume spend.
18. **Price Modification Request Protocol.** Detailed below is the Formal Price Modification Protocol that has been established by FoundationCCC. Price modifications are to be submitted to FoundationCCC in advance and comply with the parameters outlined below. All price modifications are subject to the Agreement's Lowest Price Commitment Certification and will not impact prices already agreed to between a Participating Agency and Supplier.

Limitations: Supplier is limited to one (1) Formal Price Modification Request per year (a year is defined as a 365-day period). The initial year to commence upon a fully executed contract between FoundationCCC and Supplier.

All future Formal Price Modification Requests ("Request") are managed as follows:

- a. Supplier shall submit a written Request for Price Modification to FoundationCCC on company letterhead that includes sufficient details to allow FoundationCCC to evaluate the Request effectively and efficiently. At a minimum, the Request should include details on specific product and/or service, packaging (if applicable) or other related materials



costs that have changed, product lines that are to be impacted, and the net effective impact of the requested adjustments would be.

- b. FoundationCCC will review the Request in a timely manner and make every effort to get back to the Supplier with any questions or additional information required to evaluate the Request within ten (10) business days.
- c. Please note that some factors FoundationCCC may consider in this determination may include, but are not limited to, market conditions, frequency of Request from the Supplier, appropriateness of Request relative to other Suppliers in the industry, and general market conditions for our constituents.
- d. If FoundationCCC does not feel that the Request is justified, FoundationCCC reserves the right to either deny the modification or negotiate better terms for Participating Agencies.
- e. If the price modification as presented is accepted, FoundationCCC will issue a letter of acceptance to Supplier stating the earliest date the price modification can go into effect, typically a minimum of sixty (60) days from the date of acceptance. FoundationCCC may extend this implementation period if warranted by market conditions.
  - i. Supplier should anticipate that the processing of a Request to take approximately thirty (30) days from receipt of Request.
  - ii. Supplier is responsible for communicating the price modification acceptance to all participating agencies, including any who have not ordered, but have requested a quotation, within thirty (30) days of approval. But price modifications shall not impact Participating Agencies who have already agreed to a price in an agreement with Supplier.
- f. Understanding project lead times and the importance of Participating Agencies' ability to stay on budget, Supplier is expected to work with any Participating Agency that has received a quote that could be impacted by the price modification. At minimum, Supplier will be asked to honor any quotation made with the old pricing for ninety (90) days from effective date of the price modification.

FoundationCCC reserves the right to modify this formal process if the need arises and will notify Vendor partners of any changes to the Formal Price Modification Protocol.

- 19. **Cooperative Utilization.** This Master Services Agreement is available to any and all public agencies, nonprofit organizations directly supporting the California Community College system, public and private school districts, as well as public and private colleges or universities (referred to individually as "Participating Agency" or collectively as "Participating Agencies"), specifically including California Community Colleges, which are supported, in part, by FoundationCCC a list of all California Community Colleges, and California State Universities, is provided in Exhibit D for reference. K-12 districts may also procure under this Agreement pursuant to Public Contract Code Section 20118. The Exhibit D list does not preclude any Participating Agency that is not listed from purchasing from this Agreement.
- 20. **Notices.** Unless otherwise expressly provided herein, all reports, notices or other written or electronic communications given hereunder shall be delivered by email or by express delivery requiring signature on receipt to the addresses as set forth below. FoundationCCC may, by written or electronic notice delivered to Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

**FoundationCCC:**

Foundation for California Community Colleges  
CollegeBuys Program  
1102 Q Street, Suite 4800  
Sacramento, CA 95811  
[cbreporting@foundationccc.org](mailto:cbreporting@foundationccc.org)

**SUPPLIER:**

CollegeAPP/Mn8 Creative, Inc.  
Jack MacKenzie  
5124 Hillard Avenue  
La Canada Flintridge, CA 91011  
818-568-6967  
[jack@yourcollegeapp.com](mailto:jack@yourcollegeapp.com)

21. **Good Faith Cooperation.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
22. **Authorized Representative.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.
23. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. In the event of a conflict between the Terms and Conditions contained herein in the Agreement, and any Order Forms, Exhibits, or any terms referenced in an Exhibit or Order Form, including but not limited to additional terms that are incorporated into an Exhibit or Order Form by use of an embedded web-link (“URL”), the following order of precedence shall apply:
  - a. Exhibit E to the Master Services Agreement.
  - b. The terms and conditions of the Master Services Agreement and its Exhibits except for Exhibit A.
  - c. Exhibit A to the Master Services Agreement (Participating Agency Agreement).
  - d. An order form attached to Exhibit A to the Master Services Agreement.
  - e. Any terms incorporated into an Exhibit or order form via an embedded web-link (“URL”).
24. **Modification and Waiver.** Except as provided otherwise herein, this Agreement may not be modified except by a writing signed by an authorized representative of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.

25. **Severability.** If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatsoever.
26. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
27. **Choice of Law.** This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law.
28. **Binding Power.** This Agreement shall inure to the benefit of and shall be binding upon FoundationCCC, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.
29. **Independent Parties.** This Agreement does not constitute, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal or informal business organization of any kind, or (except as expressly set forth herein) any sort of agency relationship between the parties. Neither party will, or will have the power to, bind the other party to any third party without the prior written consent of the other party. The relationship of Supplier and FoundationCCC under this Agreement is that of independent contractors. Neither party (the “Acting Party”) will have the authority to make any agreement or commitment, or incur any liability on behalf of the other party, nor shall such other party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the Acting Party. Except as expressly set forth herein, this Agreement does not restrict either party from conducting business with any third party.
30. **Russian Sanctions.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. Accordingly, should the FoundationCCC determine Supplier is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. FoundationCCC shall provide Supplier advance written notice of such termination, allowing Supplier at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the FoundationCCC.
- a. If this Agreement has a value to Supplier of \$5 million or more, Supplier shall report to the FoundationCCC regarding their compliance with Russian economic sanctions and report on steps they have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

## **II. TECHNOLOGY INFRASTRUCTURE**

- 1) **Applicability.** Part II. Technology Infrastructure is applicable to Supplier if Supplier will be collecting or storing data on behalf of FoundationCCC or a Participating Agency that falls under the definition of Licensee Data in Section 2 (“Definitions”) below.
- 2) **Definitions.**
  - “Data Breach” is defined as the unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of confidential or sensitive personal information maintained by FoundationCCC or a Participating Agency.
  - “Licensee Data” is defined as business and other proprietary information of any type generated in connection with work related to FoundationCCC’s or a Participating Agency’s operations. Such information may include, but is not limited to, business discussions and deliberations, compliance-related information, meeting minutes, documents, network transmissions, electronically or magnetically stored data/records, and Personal Information related to FoundationCCC’s or a Participating Agency’s employees, clients, customers, or students.
  - “Personal Information” is defined broadly to include any and all information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular employee, client, customer, or student of a Participating Agency or FoundationCCC.
- 3) **Security.** Supplier shall provide Participating Agency, as “Licensee”, with general system security relating to “Licensee Data” including: (a) physical security of the hosting location, (b) limiting access to Licensee’s stored information to individual Supplier employees and subcontractors directly connected with maintaining the database or the associated application software; (c) plans for managing an information security incident and disaster recovery.
- 4) **Data Security.** Supplier has implemented and shall maintain at least industry acceptable standard systems and procedures to ensure the security, confidentiality and integrity of Licensee Data and to reasonably protect against anticipated threats or hazards to the security or integrity of Licensee Data, and against unauthorized access to, use or disclosure of Licensee Data. Supplier shall:
  - a) Limit administrative access to the system,
  - b) Limit remote access to the system,
  - c) Limit account access and privileges to the least necessary for the proper functioning of the system
  - d) Remove or disable applications and services that are not necessary for the proper functioning of the system,
  - e) Use named user accounts and not generic or shared accounts,
  - f) Use Federated Single Sign On, Kerberos, or other industry compliant services for authentication and authorization, and
  - g) Enable an appropriate level of auditing and logging for the operating system and applications.
- 5) **Use of, Storage of, or Access to, Licensee Data.** Supplier shall only use, store, or access Licensee Data:
  - a) In accordance with, and only to the extent permissible under this Agreement or Supplier’s Participating Agency Agreement with Participating Agency; and

- b) In full compliance with any and all applicable laws and regulations, only to the extent applicable to Supplier, but without limitation: Family Educational Rights and Privacy Act (“FERPA”) and, Health Insurance Portability and Accountability Act (“HIPAA”).
- 6) **Security Updates.**
- a) Participating Agency will be notified of any changes to Supplier security policies applicable to Licensee Data with 90-days advance notice. If any changes are deemed unacceptable, Supplier will work with Participating Agency to arrive at mutually-acceptable security policy terms.
  - b) Supplier promises to update the risk assessment and related safeguards at least annually. Upon request by the Participating Agency, Supplier agrees to provide documentation sufficient to demonstrate Supplier’s security compliance for the Licensee Data.
  - c) Contractor shall have a process for the timely review, testing, and installation of patches essential for safeguarding the confidentiality, integrity, or availability of the system or FoundationCCC Data.
- 7) **Access to Information/IT Assets.** Supplier acknowledges and agrees that during the course of Supplier’s business relationship with the Participating Agency, Supplier will not access data, files, or any other stored information not necessary for Supplier’s work pursuant to this agreement, unless there has been prior approval by an authorized Participating Agency representative. Supplier acknowledges and agrees that the Participating Agency’s computers, applications, information storage, networks, and telecommunications systems, including telephones and facsimiles, (“IT Assets”) are the Participating Agency’s property. The IT Assets will be used only by properly identified, authenticated, and authorized individuals and will be used solely for the Participating Agency’s business. All messages, content, data, information, and files composed, stored, sent, or received on the IT Assets are the property of the Participating Agency, and Supplier acknowledges and agrees that Supplier has no expectation of privacy with respect to the use of the IT Assets.
- 8) **Data Sharing.**
- a) All Licensee Data shared between the parties or collected by Supplier on behalf of Participating Agency in meeting the terms of this contract is confidential and remains the property of Participating Agency. No data of any sort can be released to third parties without the written consent of Participating Agency or the individual data owner if required by applicable law. Data shared with third party companies remains the sole property of Participating Agency.
  - b) Licensee Data shared or collected must be stored in the United States of America.
  - c) All Personal Information Data provided to or held by Supplier under this Agreement must be encrypted at all times, both at rest and in transit.
  - d) Licensee Data shared between the parties will be transmitted using Secure FTP or other equivalent encryption-based based protocol. Under no circumstances will the parties share Personal Information via non-secure methods such as public email.
  - e) Licensee Data will be shared at mutually agreed upon times between the parties.
  - f) All data collected, stored, transmitted, and/or otherwise shared between the Participating Agency and Supplier and Supplier to any third party entities will meet the minimum standards for protection of Personally Identifiable Information (PII) defined in the security controls in Section 4.3 of NIST SP 800-122 (Guide to Protecting the Confidentiality of Personally Identifiable Information), and NIST Special Publication 800-53.
- 9) **Breach Notification and Action.** The California Information Practices Act (California Civil Codes sections 1798, et seq.) requires users to be notified if there is a breach of any system that may contain

personal information defined by the Act. Supplier will coordinate with the Participating Agency to promptly notify Participating Agency's users in the event of any break-in or attempted break-in to Supplier provided software systems or security protocols, network(s), or data center(s) which contain personal records of the Participating Agency's users. Supplier shall report any confirmed or suspected breach to Participating Agency upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes the breach to have occurred, unless Supplier is otherwise prohibited by other applicable law from providing such notice to Participating Agency. Supplier's report shall identify: (i) the nature of the unauthorized access, use or disclosure; (ii) the protected information accessed, used and disclosed; (iii) the person(s) who accessed, used and disclosed and/or received the protected information (if known); (iv) what Supplier has done or will do to mitigate the deleterious effect of the unauthorized access, use or disclosure; and (v) what corrective action Supplier has taken or will take to prevent further unauthorized access, use, or disclosure. Supplier will cooperate with Participating Agency in complying with the notification requirements of California Civil Code sections 1798.29 and 1798.82. All costs associated with breach including but not limited to notification, claims and reparations are the sole responsibility of Supplier. FoundationCCC or Participating Agency may discontinue any services or products provided by Supplier until FoundationCCC or an effected Participating Agency, in its sole discretion, determines that the cause of the Data Breach has been sufficiently mitigated.

- 10) **Business and Other Proprietary Information.** Supplier promises to return or destroy all business and other proprietary information including Licensee Data to the Participating Agency within 14 days after termination of the relationship between the parties.
- 11) **Oversight.** FoundationCCC reserves the right to request security information reasonably necessary to ascertain FoundationCCC's own compliance with state and federal data privacy laws. Upon FoundationCCC's request, Supplier shall provide a copy of its most recent NIST/HECVAT/SOC 2 audit report or equivalent cybersecurity assessment, and that of any data center in which Licensee Data is stored. Upon contract execution, Supplier shall provide its applicable Disaster Recover Plans, Business Continuity Plans, and Incident Response plans.
- 12) **Intellectual Property.** Subject to the express rights and licenses granted by Supplier under this Agreement, Supplier reserves and retains its entire right, title, and interest in and to all Intellectual Property arising out of or relating to the software and the service provided by it (the "Services"); none of FoundationCCC, Participating Agency (and its affiliates) nor authorized users acquire any ownership of Intellectual Property in the software or documentation or the Services as a result of this Agreement and will not remove, suppress, or modify in any way any proprietary marking, including any trademark or copyright notice, on or in the Services or on or in any component thereof unless otherwise described in the Participating Agency Agreement.

As between Participating Agency (and its affiliates) and Supplier, Participating Agency (and its affiliates) has, reserves, and retains, sole and exclusive ownership of all right, title, and interest in and to the Licensee Data, including all Intellectual Property arising therefrom or relating thereto. The Licensee Data is the Confidential Information of the Participating Agency (and its affiliates), and neither Supplier nor any third party has or will have, acquire, or claim any right, title, or interest in any Licensee Data as a result of this Agreement or any interest in the Software or have any right or license to, and shall not, use any Licensee Data except solely as and to the extent necessary to perform the Services herein.

- 13) **Ownership of Institution Data.** Participating Agency, and/or its suppliers and affiliates, retains all right, title and interest (including, without limitation, all proprietary rights) to Licensee Data and its Institution Applications except for rights granted to Supplier and its affiliates under this Agreement.

Except as otherwise provided herein, upon termination or cancellation of this Agreement for any reason, Supplier shall return all Licensee Data to Participating Agency in an agreed upon format, or destroy, at Participating Agency's option.

- 14) **Return of Materials.** Upon expiration or termination of this Agreement or the licenses granted hereunder, Participating Agency shall immediately return to Supplier all licensed software/technology and documentation provided to Supplier, as well as any and all copies thereof. Supplier agrees to cooperate with Participating Agency to facilitate the retrieval and download of all Licensee Data collected by and stored by the Services. Upon Licensee's receipt of the data, Supplier will certify that all Licensee Data has been thoroughly and completely removed from the Supplier's Services.
- 15) **Nondisclosure of Licensee Data.** Supplier shall hold all Licensee Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall not use Licensee Data for any purpose other than to provide the Service or as may be authorized in writing by Participating Agency. Supplier shall not disclose Licensee Data to any other party except: (a) to Supplier employees, agents, subcontractors and service providers, to whom Licensee Data needs to be disclosed for the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; (c) as authorized by Participating Agency in writing. Supplier shall undertake efforts reasonably calculated to ensure that Supplier employees, agents, and subcontractors with access to Licensee Data are aware of Supplier's obligations under this Agreement and are placed under an obligation of confidentiality with respect thereto.
- 16) **Compelled Disclosure.** If Supplier is served with any subpoena, discovery request, court order, or other legal request or command that calls for disclosure of any Licensee Data, Supplier shall promptly notify FoundationCCC/Participating Agency in writing and provide FoundationCCC/Participating Agency sufficient time to obtain a court order or take any other action FoundationCCC/Participating Agency deems necessary to prevent disclosure or otherwise protect Licensee Data. In such event, Supplier shall provide FoundationCCC and Participating Agency prompt and full assistance in efforts to protect Licensee Data.
- 17) **California Consumer Privacy Act ("CCPA") Obligations.**
  - a) Supplier will only collect, use, retain, or disclose personal information for the contracted business purposes.
  - b) Supplier will not collect, use, retain, disclose, sell, or otherwise make personal information available for Supplier's own commercial purposes or in a way that does not comply with the CCPA. If a law requires the Supplier to disclose personal information for a purpose unrelated to the contracted business purpose, the Supplier must first inform FoundationCCC or Participating Agency (as applicable) of the legal requirement and give FoundationCCC or Participating Agency (as applicable) an opportunity to object or challenge the requirement, unless the law prohibits such notice.
  - c) Supplier will limit personal information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the contracted business purposes or another compatible operational purpose.
  - d) Supplier must promptly comply with any request or instruction from a software user or Participating Agency requiring the Supplier to provide, amend, transfer, or delete the personal information, or to stop, mitigate, or remedy any unauthorized processing.
  - e) If the contracted business purposes require the collection of personal information from individuals on the Participating Agency's behalf, Supplier will always provide a CCPA-compliant

notice addressing use and collection methods that the Participating Agency specifically pre-approves in writing. Supplier will not modify or alter the notice in any way without the Participating Agency's prior written consent.

- 18) **ADA/Accessibility.** With respect to ADA compliance, the Supplier shall:
- a) Conform to the [ICT Section 508 Standards](#) and the [Web Content Accessibility Guidelines \(WCAG\) 2.1](#).
  - b) Comply with all applicable FCC regulations regarding advanced communications services (<http://www.fcc.gov/encyclopedia/advanced-communications-services-acs>).
  - c) Resolve immediately any accessibility issues that are discovered or encountered by end users, and communicate a concrete timeframe for resolving the issue(s). If portions of the software or user experience are discovered to be noncompliant at any point, FoundationCCC or a Participating Agency will notify Supplier immediately. If any student accommodation is found to be necessary due to an identifiable lack of accessibility in the Supplier software, the cost for accommodation will be paid by Supplier upon request by FoundationCCC or a Participating Agency, once verified that the student accommodation conforms with Section 508 of the Rehabilitation Act of 1973 and that the noncompliance did not arise from intermediary interference (e.g., virus protection software, web browser problems, or out of date assistive technology) or a student's inability to properly utilize compliant assistive technology. If necessary, an independent and mutually agreed upon, 3<sup>rd</sup> party accessibility firm may be used to validate the lack of software accessibility. Reasonability of cost for accommodation will be upon mutual agreement by Supplier and FoundationCCC or the requesting Participating Agency.
  - d) Present a Voluntary Product Accessibility Template (VPAT) upon contract execution to FoundationCCC or a Participating Agency if a Participating Agency so requests. Credible verification and/or documentation regarding the accessibility of the software, product, or service will be provided by the Supplier upon request.
- 19) **SB 1172.** A Supplier providing exam proctoring services in an educational setting shall be prohibited from collecting, retaining, using, or disclosing personal information except to the extent necessary to provide those proctoring services and in other specified circumstances.
- 20) **Third Party Software Support Services.** Supplier will, as soon as reasonably practicable, provide notice to FoundationCCC and affected Participating Agencies if a third-party owner of a software product which is under an executory contract through Supplier for software support services for such software product intends to terminate or otherwise cease to provide software support services for such software product prior to the end of the term of the applicable contract under which a Participating Agency acquired the software support services. The parties acknowledge that Supplier can give advance notice only to the extent possible and that the timing of any such notice is dependent upon the actions of the third-party owner(s). Subject to the preceding two sentences, Supplier will attempt to provide at least 180 days' advance notice of the termination of Software Support Services by the third-party owner of affected software product.
- 21) **No SURREPTITIOUS CODE.** Supplier warrants that it will not knowingly introduce, via any means, spyware, adware, ransomware, rootkit, keylogger, virus, trojan, worm, or other code or mechanism designed to permit unauthorized access to Licensee Data, or which may restrict Participating Agency's access to or use of Licensee Data.
- 22) **Termination Procedures.** Upon expiration or termination of this Agreement or an applicable Participating Agency Agreement, Supplier shall ensure that no Data Breach occurs and shall follow



Participating Agency's instructions as to the preservation, transfer, or destruction of Licensee Data. The method of destruction shall be accomplished by "purging" or "physical destruction", in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Upon request by FoundationCCC or Participating Agency, Supplier shall certify in writing to FoundationCCC or Participating Agency that return or destruction of Licensee Data has been completed. Prior to such return or destruction, Supplier shall continue to protect Licensee Data in accordance with this Agreement.

- 23) **Survival.** This Section, Technology Infrastructure, shall survive the expiration or earlier termination of the Agreement.

### **III. SUPPLIER COMMITMENT & PROGRAM PROMOTION**

**Supplier Commitment.** FoundationCCC asks each Supplier to make four basic commitments to ensure the overall success of the program.

1. **Corporate Commitment** - A commitment that FoundationCCC has the support of senior management, and that FoundationCCC contract is the Supplier's primary offering to Participating Agencies, specifically to the California Community Colleges. The Supplier shall make its existing public and private agency clients aware of its FoundationCCC contract, and upon the public and private agency's request, such agency will be transitioned to the Supplier's FoundationCCC contract.
2. **Sales Commitment** - A commitment that the Supplier will market FoundationCCC contract and that the sales force will be trained, engaged and committed to offering FoundationCCC agreement to Participating Agencies nationwide, with a further commitment that all FoundationCCC sales be accurately and timely reported.
3. **Service Commitment** - A commitment that the Supplier will provide at minimum the level of service defined in the agreement to any and all Participating Agencies purchasing through FoundationCCC's contract.
4. **Communication and Information Commitment** - Establish the following communication links to facilitate customer access and communication:
  - a) An email address for general inquiries
  - b) Provide the following for FoundationCCC website use:
    - i) Standard logos
    - ii) Summary of products and pricing
    - iii) Information web-link to Supplier's website
    - iv) Overall information about Supplier
    - v) Other promotional material as desired

**Supplier Program Promotion.** FoundationCCC recognizes that each Supplier has a successful business and may choose to meet its commitments to FoundationCCC purchasing programs in a variety of ways that best suit the supplier's business model, organization and market approach. The following are Program Standards intended to assist the supplier in successfully implementing FoundationCCC's contract.

1. **Account Management Team** – The Supplier shall provide an Account manager with the authority and responsibility for the overall success of FoundationCCC contract within the Supplier's organization. The Supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from FoundationCCC concerning new public agency registrations, and for ensuring timely follow up by the Supplier's staff to requests for contact from public school districts. Additionally, FoundationCCC suggests the Supplier implement and support a Supplier-based internet web page dedicated to the Supplier's FoundationCCC program and linked to the CollegeBuys website.

2. **Quarterly Review** – Upon request, FoundationCCC will schedule a quarterly review with the Supplier to evaluate the Supplier’s performance of Supplier Commitments and Program Standards outlined herein.
3. **FoundationCCC Purchasing Program Awareness** – FoundationCCC is responsible for marketing the overall FoundationCCC purchasing program concept and programs to Participating Agencies. FoundationCCC marketing is intended to supplement and enhance the direct sales effort of the Supplier. The Supplier assists by providing promotional material such as logos and by participating in related trade shows and conferences. FoundationCCC employs a marketing team, a network of partner associations, direct mail and email, web presence and social media platforms, as well as newsletters, webinars, case studies, and other publications to increase CollegeBuys awareness.
4. **Supplier Sales** - Supplier is responsible for proactive direct sales of Supplier’s goods and services to Participating Agencies and the timely follow up to leads established by FoundationCCC. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the CollegeBuys logo. FoundationCCC will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the Supplier 's sales initiatives should communicate:
  - a. No cost to participate
  - b. Non-exclusive contracts
5. **Sales Force Training** - Supplier is responsible for the training of its sales force on FoundationCCC contract. FoundationCCC may provide training materials and generally assist with the education of sales personnel. At a minimum, sales training should include:
  - a. Key features of FoundationCCC contract
  - b. Understanding of the process of development of the Agreement
  - c. Working knowledge of FoundationCCC Organization and Solicitation Process
  - d. Awareness of the range of Participating Agencies that can access FoundationCCC
6. **Promotion.**
  - a. Supplier Commitments. Supplier has reviewed, understands and agrees to the Supplier Commitments and Program Promotion attached hereto and incorporated herein.
  - b. Availability of Master Services Agreement. Upon request, Supplier shall make available to interested Participating Agencies a copy of the Master Services Agreement as may be necessary for such agencies to evaluate potential purchases.

# EXHIBIT A

## (Master Services Agreement)

### Supplier Pricing and Participating Agency Agreement (PAA)

10% discount from our list pricing – which is based on the number of people in the colleges’ service or marketing area. We have only one product and service – CollegeAPP.

#### CollegeAPP Pricing Parameters

Number of Adults in Service Area	CollegeAPP List Price	CollegeBuys Discount	Cost to Institution
up to 200,000	\$7,000	10%	\$6,300
300,000	\$11,400	10%	\$10,260
400,000	\$14,700	10%	\$13,230
500,000	\$17,200	10%	\$15,480
600,000	\$19,300	10%	\$17,370
700,000	\$21,100	10%	\$18,990
800,000	\$22,800	10%	\$20,520
900,000	\$24,400	10%	\$21,960
\$1,000,000	\$26,000	10%	\$23,400

**AGREEMENT  
BY AND BETWEEN  
MN8 CREATIVE, INC. AND [REDACTED]**

**ARTICLE 1. INTRODUCTION**

- 1.1 This Agreement (“Agreement”) is entered into on the date of execution by the last signing Party below (“Effective Date”) by and between Mn8 Creative, Inc. (“Mn8”) and [REDACTED] (“Institution”)(each a “Party”, and collectively, “Parties”).
- 1.2 The purpose of this Agreement is to describe the roles and responsibilities of each Party in the facilitation of the projects as detailed within various Statements of Work, including the CollegeAPP Prospective Pipeline service (the “Service”) offered to Institution by and through Mn8, which includes data licensed by MN8 and owned by L2, Inc (the “L2 Data”).

The services in this Agreement shall be performed in compliance with the ban on incentive compensation as required under the Higher Education Act 34 C.F.R. [§ 668.14\(b\)\(22\)](#). Supplier may not receive direct or indirect incentive compensation for recruiting or securing the enrollment of students, or for securing financial aid for students.

**ARTICLE 2. TERM AND TERMINATION OF AGREEMENT**

- 2.1 This Agreement shall commence on the Effective Date and continue through completion of the Subscription Services Agreement (Statement of Work) attached hereto and incorporated herein as Attachment 1, unless otherwise terminated as provided under section 2.2 or 2.3 below or extended by way of amendment under Article 6.
- 2.2 If issues arise that cannot be resolved to the satisfaction of both Parties, this agreement may be cancelled by either Party, provided advance written notice of at least thirty (30) days before the date of termination is given to the other Party.
- 2.3 Either Party may terminate this Agreement immediately upon confirmation that the other Party has misused L2 Data or otherwise breached the terms of Article 4, Confidentiality and Use of Data.

**ARTICLE 3. DATA TO BE REQUESTED AND SHARED**

The L2 Data that Mn8 will share under this Agreement and the activities or cooperation required from Institution are described in Exhibit A hereto. The L2 Data will be provided through a secured method that is mutually agreed upon by the Parties.

**ARTICLE 4. CONFIDENTIALITY AND USE OF DATA**

- 4.1 Institution will use and maintain the L2 Data provided by Mn8 in strict confidence and shall only use, access, or disclose the L2 Data as described in this Agreement.
- 4.2 Both Parties represent and warrant that their use of the L2 Data will comply with all applicable laws and regulations. Institution is responsible for determining whether the L2 Data is suitable for Institution to use in light of its obligations under any regulations, including but not limited to HIPAA, GLBA, other relevant data protection laws (such as the GDPR and CCPA when appropriate), United States export control laws and regulations

and economic sanctions laws and regulations (“U.S. Export Control Laws and Regulations”), or other applicable laws. Institution may not use the L2 Data for any unlawful or discriminatory activities, including acts prohibited by the Federal Trade Commission Act, Fair Credit Reporting Act, Equal Credit Opportunity Act, Children's Online Privacy Protection Act, or any other applicable laws.

- 4.3 Institution may disclose L2 Data to those employees, agents, consultants, subcontractors, and/or collaborators who need access to the information in order to perform the requirements of this Agreement and the Statements of Work, and who are also bound by obligations of confidentiality consistent with those set forth in this Agreement.
- 4.4 Institution agrees to use reasonable administrative, technical, and physical safeguards to protect the L2 Data from any unauthorized use or disclosure not provided for in this Agreement. These confidentiality and nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement, that is received from a third party, or that is required by law to be disclosed. In the event Institution is required to disclose the L2 Data under applicable law or regulation, or pursuant to a subpoena or court order, the Institution will promptly notify Mn8.
- 4.5 Institution will protect the confidentiality of the L2 Data in accordance with this Agreement and all applicable provisions of federal, state, and local laws, rules and regulations. Institution will:
  - 4.5.1 Use the L2 Data only for the specific purpose outlined in this Agreement and relevant Statements of Work, and not re-disclose the L2 Data for any other purpose, except those required by law.
  - 4.5.2 Store the L2 Data in a place physically secure from access by unauthorized persons.
  - 4.5.3 Store and process the L2 Data in an electronic format that is secure from access by unauthorized persons.
  - 4.5.4 Instruct all individuals with access to the L2 Data on the confidentiality requirements of this Agreement, the applicable federal and state confidentiality requirements, and the sanctions specified by applicable laws for unauthorized disclosure of L2 Data.
  - 4.5.5 Transmit the L2 Data by a secure method and encrypt all L2 Data during receipt, transmission, storage, maintenance, and use.
  - 4.5.6 Report as required by this Agreement any confirmed loss or unauthorized access of the L2 Data.
- 4.6 Institution shall notify Mn8 by email and by phone of any actual Security Incident as soon as reasonably possible of Institution becoming aware of such Security Incident. Institution shall investigate any such Security Incident and take all necessary steps to eliminate or contain the exposures that led to such Security Incident. Institution shall provide Mn8 with a written report within five (5) business days or as soon as practicable thereafter of such original notice of the occurrence of any Security Incident, detailing mitigation steps taken by Institution in response to such Security Incident. Institution will

(i) either undertake Remediation Efforts at its sole expense or reimburse Mn8 for Mn8's reasonable costs and expenses in connection with taking Remediation Efforts, and (ii) ensure that the plan associated with such Remediation Efforts includes components aimed at preventing the recurrence of the same type of Security Incident.

4.6.1 "Security Incident" means: (i) the loss or misuse of L2 Data by Institution, its employees, agent, or contractors; or (ii) the inadvertent, unauthorized, and/or unlawful disclosure, processing, alteration, corruption, sale, rental, or destruction of L2 Data or other breach with respect to L2 Data by Institution, its employees, agent, or contractors.

4.6.2 "Remediation Efforts" means, with respect to any Security Incident, activities designed to remedy a Security Incident which may be required by applicable law, or which may otherwise be necessary, reasonable or appropriate under the circumstances, commensurate with the nature of such Security Incident. Remediation Efforts may include: (i) development and delivery of legal notices to affected individuals or other third parties as may be required by applicable law or as otherwise appropriate; (ii) establishment and operation of toll-free telephone numbers (or, where toll-free telephone numbers are not available, dedicated telephone numbers) for affected individuals to receive specific information and assistance; (iii) provision of free credit reports, credit monitoring and credit or identity repair services for affected individuals; (iv) provision of identity theft insurance for affected individuals; (v) cooperation with and response to regulatory inquiries and other similar actions; (vi) undertaking of investigations of such Security Incident; and (vii) cooperation with and response to litigation with respect to such Security Incident.

## ARTICLE 5

[Intentionally left blank]

## ARTICLE 6 POINTS OF CONTACT

6.1 Each Party hereby designates in writing one or more individuals within its organization as its point of contact responsible for managing performance of the Party's necessary functions and responsibilities under this Agreement:

### 6.1.1 For Mn8

Jack MacKenzie  
CEO  
5124 Hillard Avenue  
La Canada, CA 91011  
818-568-6967

### 6.1.2 For Institution

[INSERT APPROPRIATE INDIVIDUAL AND CONTACT INFORMATION]

6.2 All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered by hand, sent by courier or other express mail service, postage prepaid, or transmitted by facsimile or email, read receipt requested or with proof of delivery, addressed to a Party at the address identified above in this Agreement.

## Article 7      ADDITIONAL PROVISIONS

- 7.1      **Modification.** This Agreement may be modified at any time by mutual consent of the parties, provided that all modifications shall be in writing and signed by both Parties. The Agreement may not be altered, modified, rescinded or extended orally.
- 7.2      **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be treated as an original.
- 7.3      **Non-Assignment Clause.** Neither Party may assign, transfer, convey or otherwise dispose of its obligations under this Agreement except by operation of law, without the prior written consent of the other Party.

## Article 8      AGREEMENT TO PROCEED

Mn8 and Institution agree to proceed with sharing L2 Data and for MN8's provision of the SOW Services as described herein, and affirm their intention to provide timely communications and reasonable accommodation of the interests of the other Party within the context of this Agreement, Attachment 1, and any subsequent modifications. The Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date last signed below. The below signatories verify that each is authorized to sign this Agreement on behalf of the below listed entity on the date last signed below.

Mn8 Creative, Inc.	[INSTITUTION]
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By: _____ [Print/Type Name: Jack MacKenzie____] [Title:CEO, Mn8 Creative, Inc. _____]  Date: _____	By: _____ [Print/Type Name: _____] [Title: _____]  Date: _____
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**Attachment 1**  
**Subscription Services Agreement (Statement of Work)**

This Subscription Services Agreement (the "Agreement") is between \_\_\_\_\_ ("Licensee"), and Mn8 Creative, Inc./CollegeAPP ("CollegeAPP").

**I. Description of Subscription Services**

- a. Subscription Service Level. CollegeAPP will provide Licensee with access to the following web application(s):

CollegeAPP ☐  
CollegeAPP+ ☐

Licensee will be provided access to the following geography ("Data Region"):

• \_\_\_\_\_

- b. Users. CollegeAPP will provide Licensee with access for up to 5 user(s). Users must be employees of Licensee. CollegeAPP will issue each user a unique login credential (username and password). Login credentials may not be shared. Licensee will designate one person as the admin user, who will be authorized to manage Licensee's user list and coordinate training.
- c. Additional Services Provided. The subscription includes the following services:
- User training on database usage, data filtering and prospect identification
  - Analysis of target audience clusters including by age, race, ethnicity, income, education attainment and other variables available in the CollegeAPP database
  - Unrestricted downloads of person-level data specifically for use in digital campaigns, direct mail, phone outreach, email communication, or student retention
  - Consultation on effective use of Mn8 Creative/CollegeAPP database, including audience creation, advertising, messaging, and recruitment
  - Performance tracking for campaigns
  - Technical support
  - Access to all new data releases (new data is released periodically)
  - Access during the Subscription Term to all updates and upgrades generally released to Licensees at the Subscription Service Level recited above

**II. Subscription Term**

- a. General. CollegeAPP will provide Licensee with access to the Subscription Services described above beginning DATE (the "Effective Date") and ending DATE (the "Subscription Term"). After the subscription term if Licensee decides not to renew or enter into a new agreement with CollegeAPP, all CollegeAPP data must be destroyed from any machine or platform used by the Licensee.
- b. Emails. Licensee may request validated email addresses of some portion of the people in the service area. **Email validation carries a fee of \$25/CPM.**
- c. CollegeAPP may provide media placement services on behalf of Licensee. Media placement includes social media, digital banner and digital video and direct mail. Any media placement services would be priced and billed separately from this agreement.

**III. Fee**

a. General. The fee for the subscription is \_\_\_\_\_, invoiced upon the Effective Date.

#### **IV. Use of CollegeAPP and CollegeAPP+**

1. Licensee and Authorized Users may access elements of the Licensed Dataset using CollegeAPP and CollegeAPP+ for Licensee's business use in identifying prospective students for messaging and recruitment. Licensee may not distribute any elements of the Licensed Dataset to a third party on an on demand or standalone basis and/or in any manner that allows it to be further manipulated for that third party's independent use.
  - a. Licensee may discover other potential uses of the dataset including but not limited to: grant applications and submissions, fundraising/capital campaigns, presentations and information sharing presentation with Institutional stakeholders.
2. Licensee hereby represents, warrants and covenants to CollegeAPP as follows:
  - a. Licensee is responsible for its use of the Licensed Dataset and will ensure that any use of any data accessed from the WebApp(s) is in conformity with applicable law, rules, and regulation.
3. CollegeAPP hereby represents warrants and covenants to Licensee as follows:
  - a. To the best of CollegeAPP's knowledge the Services will not contain any virus, Trojan horse, worm, time bomb, cancelbot, or other computer programming routine that is intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.

#### **V. General Terms of Service**

- a. License. *This license applies to the extent Licensee is able to access data via the Web App(s).* Licensee is granted a non-exclusive, nontransferable, non-assignable limited license to access data (the "Licensed Dataset") via the Web App(s) subject to the following limitations:
  1. Licensee will allow access to the Web App(s) only to individuals who have been assigned login credentials by CollegeAPP (each, an "Authorized User").
  2. Licensee may not distribute any part of the Licensed Dataset to a third party in any manner that allows it to be further manipulated for that third party's independent use.
  3. Licensee may not use any automated means or form of scraping or data extraction to access, query or otherwise collect CollegeAPP content from the Web App(s) or the Licensed Dataset, or otherwise access the Web App(s) or the Licensed Dataset by any automated means or process, except as expressly permitted by CollegeAPP. If Licensee's subscription includes access to a bulk data downloader, Licensee may only use the data downloader to run custom reports directly from the Web App(s). Licensee may not use the data downloader to create a dataset or datasets used by any other application such as, e.g., an internal data dashboard.
  4. Neither Licensee nor Authorized Users will attempt to replicate the Web App(s) or the Licensed Dataset in design, content, or functionality.
  5. If the Web App(s) or the Licensed Dataset include access to individual profiles or personally identifiable information ("PII"), Licensee may only publish aggregated data that cannot be used to identify individual persons, and may not under any circumstance publish PII or data that may be manipulated or reverse engineered to create PII.
  6. Any profile data or PII included in the Licensed Dataset is to be used for research purposes only. Licensee may not use the Licensed Dataset to identify or evaluate a person in a way that violates applicable employment, privacy, or other laws.

b. Disclaimers

Reports and forecasts provided in the Webapp(s) are created using proprietary analytical processes applied to data from public, proprietary, and commercial data sources. In some cases, CollegeAPP makes inferences when data are missing or suppressed and as such, estimates are subject to error in some cases. In addition, CollegeAPP cannot make any representation of the completeness of data aggregated from any third party.

CollegeAPP+ Subscription Service uses global self-reported data obtained online. Information obtained from such sources cannot be guaranteed or verified to be accurate or up to date.

CollegeAPP updates and upgrades products and services periodically. Except as expressly stated otherwise herein, CollegeAPP is not obligated to continue to support legacy versions of any product or service or make legacy versions of products or services available to Licensee.

## **VI. Limitation of Liability**

EXCEPT FOR DAMAGES DUE TO DATA LOSS, OR INDEMNITY OBLIGATIONS (Section I, 14 of the Master Services Agreement) WHICH SHALL BE UNCAPPED, COLLEGEAPP'S LIABILITY FOR DAMAGES TO LICENSEE SHALL NOT EXCEED TWO (2) TIMES THE AMOUNT LICENSEE PAID TO COLLEGEAPP FOR THE PRODUCT OR SERVICE IN QUESTION.

## **VII. Indemnification**

The Subscription Services are provided "as is," without warranty for a particular purpose or project. CollegeAPP is not liable for their misuse. Some or all of the Licensed Dataset and/or Webapp(s) are provided by CollegeAPP's third party vendors. CollegeAPP does not control such third parties and disclaims all liability for such third-party services.

## **VIII. Termination**

- a. CollegeAPP may suspend delivery of the Services to Licensee during any period that Licensee fails to pay when due any fees described in this Agreement, and CollegeAPP delivery obligation shall not be reinstated until Licensee has paid CollegeAPP any past due fees.
- b. In addition to any other remedy available at law or equity, CollegeAPP may suspend delivery of the Services, either in whole or in part, at any time it has reasonable cause to believe the Services are being used in violation of the license and/or terms of use set forth herein.
- c. Either party may terminate this Agreement if: (i) the other party breaches a material obligation hereunder which is by its nature incurable or, if curable, remains uncured thirty (30) days after written notice describing the breach is provided to the breaching party; (ii) a receiver is appointed for the other party or its property, (iii) the other party makes an assignment for the benefit of its creditors, (iv) proceedings are commenced by or for the other party under any bankruptcy, insolvency, or debtor's relief law and not dismissed within thirty (30) days of such commencement. If CollegeAPP terminates this Agreement under the terms of this paragraph, Licensee will not be entitled to a refund of any amounts paid to CollegeAPP under this Agreement.

## **IX. Applicable Law**

Any litigation regarding interpretation or enforcement of this Agreement shall be brought in the state of California, and this Agreement shall be interpreted according to the laws of the state of California without regard to any conflict of law provisions.

## **X. Compliance with Laws**

CollegeAPP warrants that its performance under this Agreement complies with all applicable laws. If at any time during the term of this Agreement it becomes unlawful for CollegeAPP to continue performance, CollegeAPP may immediately terminate its performance under this Agreement without penalty. If CollegeAPP terminates under this section, CollegeAPP will refund the unused portion of any prepaid fees.

## XI. Complete Agreement

This is the complete agreement between the parties. Any amendments to this Agreement, including any terms that Licensee is required by law to include in a contract for services, must be in writing and signed by both parties.

### For CollegeAPP

### For Licensee

---

Authorized Signature

Date

---

Authorized Signature

Date

---

Printed Name

Date

Mn8 Creative, Inc/CollegeAPP  
5124 Hillard Ave  
La Canada Flintridge, CA 91011

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Printed Name

Date

Invoicing Information (to be completed by Licensee at time of signature)	
Invoice Contact Name	
Invoice Contact Email	
Invoice Address	
Is a PO Required? (check one)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Purchase Order #	

**EXHIBIT B**  
**(Master Services Agreement)**

**Sample Form of Supplier Quarterly Reporting to Foundation for California Community Colleges**

<b>College Name Association Name</b>	<b>PO Number</b>	<b>Supplier Invoice Number</b>	<b>Invoice Amount \$</b>	<b>Savings \$</b>	<b>FCCC Admin. Fee \$</b>
<b>TOTAL</b>	<b>-</b>	<b>-</b>			

**NOTE: Reports to be submitted in Microsoft Excel**

\*Excluding taxes, additional services and transportation

**EXHIBIT C-1**  
**(Master Services Agreement)**

**Lowest Price Commitment Certification**

In accordance with regulations established for California Public Contract Code 20661(a)(2) and California Code of Regulations Title 5 Section 59131(b), FoundationCCC shall require a vendor to certify that the goods or services provided pursuant to the contract shall carry the lowest cost available upon the same terms, conditions, and specifications. As such, Supplier certifies that the cost to each California Community College District that is a beneficiary of this Agreement is lower than the cost a California Community College District could obtain through its standard contracting procedures and is the lowest cost available for the same products and/or services in Exhibit A, upon the same terms, conditions, and specifications herein. This certification does not preclude Supplier from providing greater discounts than outlined in Exhibit A to a California Community College District in recognition of unique factors such as volume spend.

**COLLEGEAPP DBA MN8 CREATIVE, INC.**

By:	<u><i>Jack MacKenzie</i></u> <small>Jack MacKenzie (Jul 27, 2023 14:51 CDT)</small>	Date:	<u>Jul 27, 2023</u>
Print Name:	<u>Jack MacKenzie</u>	Title:	<u>President/CEO</u>

## **EXHIBIT C-2**

**(Master Services Agreement)**

### **Iran Contracting Act Verification**

#### **(Public Contract Code sections 2202-2208)**

Prior to bidding on, submitting a proposal or executing a contract or renewal for goods or services of \$1,000,000 or more, a Supplier must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code Section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code Section 2203(c) or (d).

To comply with this requirement, please insert your supplier or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code Section 2205.)

#### **OPTION #1 – THIS PROJECT IS LESS THAN \$1,000,000.--**

#### **OPTION #2 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the supplier/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Supplier Name/Financial Institution</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	<i>Date Executed:</i>
<i>Printed Name and Title of Person Signing:</i>	

#### **OPTION #3 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Supplier Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature):</i>	<i>Date Executed:</i>
<i>Printed Name and Title of Person Signing</i>	



**EXHIBIT D**  
(Master Services Agreement)

**List of California Community Colleges**

<b>District</b>	<b>College</b>	<b>College Address</b>	<b>City</b>	<b>Zip</b>
Allan Hancock Joint CCD	Allan Hancock College	800 S. College Dr.	Santa Maria	93454
Antelope Valley CCD	Antelope Valley College	3041 West Ave K.	Lancaster	93536
Barstow CCD	Barstow College	2700 Barstow Rd	Barstow	92311
Butte-Glenn CCD	Butte College	3536 Butte Campus Dr.	Oroville	95965
Cabrillo CCD	Cabrillo College	6500 Soquel Dr.	Aptos	95003
Cerritos CCD	Cerritos College	111110 Alondra Boulevard	Norwalk	90650
Chabot-Las Positas CCD	Chabot College	25555 Hesperian Blvd.	Hayward	94545
Chabot-Las Positas CCD	Las Positas College	3033 Collier Canyon Rd.	Livermore	94551
Chaffey CCD	Chaffey College	5885 Haven Ave.	Rancho Cucamonga	91737
Citrus CCD	Citrus College	1000 West Foothill Blvd.	Glendora	91741
Coast CCD	Coastline Community College	11460 Warner Avenue	Fountain Valley	92708
Coast CCD	Golden West College	15744 Goldenwest St.	Huntington Beach	92647
Coast CCD	Orange Coast College	2701 Fairview Rd, PO Box 5005	Costa Mesa	92628
Compton CCD	Compton College	1111 Artesia Blvd.	Compton	90221
Contra Costa CCD	Contra Costa College	2600 Mission Bell Dr.	San Pablo	94806
Contra Costa CCD	Diablo Valley College	321 Golf Club Rd.	Pleasant Hill	94523
Contra Costa CCD	Los Medanos College	2700 E. Leland Rd.	Pittsburg	94565
Copper Mountain CCD	Copper Mountain College	6162 Rotary Way (PO Box 1398)	Joshua Tree	92252
Desert CCD	College of the Desert	43500 Monterey Ave	Palm Desert	92260
El Camino CCD	El Camino College	16007 Crenshaw Blvd.	Torrance	90506
Feather River CCD	Feather River College	570 Golden Eagle Ave	Quincy	95971
Foothill-De Anza CCD	De Anza College	21250 Stevens Creek Blvd.	Cupertino	95014
Foothill-De Anza CCD	Foothill College	12345 El Monte Rd	Los Altos Hills	94022

<b>District</b>	<b>College</b>	<b>College Address</b>	<b>City</b>	<b>Zip</b>
Gavilan CCD	Gavilan College	5055 Santa Teresa Blvd.	Gilroy	95020
Glendale CCD	Glendale College	1500 N Verdugo Rd.	Glendale	91208
Grossmont-Cuyamaca CCD	Cuyamaca College	900 Rancho San Diego Pkwy.	El Cajon	92019
Grossmont-Cuyamaca CCD	Grossmont College	8800 Grossmont College Dr.	El Cajon	92020
Hartnell Joint CCD	Hartnell College	156 Homestead Ave.	Salinas	93901
Imperial Valley CCD	Imperial Valley College	380 E. Aten	Imperial	92251
Kern CCD	Bakersfield College	1801 Panorama Dr.	Bakersfield	93305
Kern CCD	Cerro Coso Community College	3000 College Heights Blvd	Ridgecrest	93555
Kern CCD	Porterville College	100 E College Ave.	Porterville	93257
Lake Tahoe CCD	Lake Tahoe Community College	1 College Dr.	So. Lake Tahoe	96150
Lassen CCD	Lassen College	P.O. Box 3000	Susanville	96130
Long Beach CCD	Long Beach City College - Liberal Arts	1305 E Pacific Coast Hwy	Long Beach	90806
Los Angeles CCD	East Los Angeles College	1301 Avenida Cesar Chavez	Monterey Park	91754
Los Angeles CCD	Los Angeles City College	855 N Vermont Ave.	Los Angeles	90029
Los Angeles CCD	Los Angeles Harbor College	1111 Figueroa Pl.	Wilmington	90744
Los Angeles CCD	Los Angeles Mission College	13356 Eldridge Ave	Sylmar	91342
Los Angeles CCD	Los Angeles Pierce College	6201 Winnetka Ave., PMB 103	Woodland Hills	91371
Los Angeles CCD	Los Angeles Southwest College	1600 Imperial Hwy.	Los Angeles	90047
Los Angeles CCD	Los Angeles Trade-Tech College	400 W. Washington Blvd.	Los Angeles	90015
Los Angeles CCD	Los Angeles Valley College	5800 Fulton Ave.	Valley Glen	91401
Los Angeles CCD	West Los Angeles College	9000 Overland Ave.	Culver City	90230
Los Rios CCD	American River College	4700 College Oaks Dr.	Sacramento	95841
Los Rios CCD	Cosumnes River College	8401 Center Pkwy.	Sacramento	95823
Los Rios CCD	Folsom Lake College	100 Clarksville Road	Folsom	95630
Los Rios CCD	Sacramento City College	3835 Freeport Blvd.	Sacramento	95822
Marin CCD	College of Marin	835 College Ave.	Kentfield	94904

<b>District</b>	<b>College</b>	<b>College Address</b>	<b>City</b>	<b>Zip</b>
Mendocino-Lake CCD	Mendocino College	1000 Hensley Creek Rd.	Ukiah	95482
Merced CCD	Merced College	3600 M Street	Merced	95348
MiraCosta CCD	MiraCosta College	One Bernard Dr.	Oceanside	92056
Monterey Peninsula CCD	Monterey Peninsula College	980 Fremont St.	Monterey	93940
Mt. San Jacinto CCD	Mt. San Jacinto College	1499 N State St.	San Jacinto	92583
Mt. San Antonio CCD	Mt. San Antonio College	1100 N Grand Ave.	Walnut	91789
Napa Valley CCD	Napa Valley College	2277 Napa-Vallejo Hwy.	Napa	94558
North Orange County CCD	Cypress College	9200 Valley View Street	Cypress	90630
North Orange County CCD	Fullerton College	321 E. Chapman Ave.	Fullerton	92832
Ohlone CCD	Ohlone College	43600 Mission Blvd.	Fremont	94539
Online CCD	Calbright College	1070 Innovation Way	Sunnyvale	94089
Palo Verde CCD	Palo Verde College	One College Dr.	Blythe	92225
Palomar CCD	Palomar College	1140 West Mission Rd	San Marcos	92069
Pasadena Area CCD	Pasadena City College	1570 E. Colorado Blvd.	Pasadena	91106
Peralta CCD	Berkeley City College	2050 Center Street	Berkeley	94707
Peralta CCD	College of Alameda	555 Atlantic Avenue	Alameda	94501
Peralta CCD	Laney College	900 Fallon Street	Oakland	94607
Peralta CCD	Merritt College	12500 Campus Dr.	Oakland	94619
Rancho Santiago CCD	Santa Ana College	1530 w. 17TH St.	Santa Ana	92706
Rancho Santiago CCD	Santiago Canyon College	8045 E. Chapman Ave.	Orange	92869
Redwoods CCD	College of the Redwoods	7351 Tompkins Hill Rd.	Eureka	95501
Rio Hondo CCD	Rio Hondo College	3600 Workman Mill Rd.	Whittier	90601
Riverside CCD	Moreno Valley College	16130 Lasselle St.	Moreno Valley	92551
Riverside CCD	Norco College	2001 Third St.	Norco	92860
Riverside CCD	Riverside City College	4800 Magnolia Ave.	Riverside	92506
San Bernardino CCD	Crafton Hills College	11711 Sand Canyon Road	Yucaipa	92399

<b>District</b>	<b>College</b>	<b>College Address</b>	<b>City</b>	<b>Zip</b>
San Bernardino CCD	San Bernardino Valley College	701 S. Mt Vernon Ave.	San Bernardino	92410
San Diego CCD	San Diego City College	1313 Park Blvd.	San Diego	92101
San Diego CCD	San Diego Mesa College	7250 Mesa College Dr.	San Diego	92111
San Diego CCD	San Diego Miramar College	10440 Black Mountain Rd	San Diego	92126
San Francisco CCD	City College of San Francisco	50 Phelan Ave	San Francisco	94112
San Joaquin Delta CCD	San Joaquin Delta College	5151 Pacific Ave.	Stockton	95207
San Jose-Evergreen CCD	Evergreen Valley College	3095 Yuerba Buena Rd.	San Jose	95135
San Jose-Evergreen CCD	San Jose City College	2100 Moorpark Ave	San Jose	95128
San Luis Obispo County CCD	Cuesta College	P.O. Box 8106	San Luis Obispo	93403
San Mateo County CCD	Cañada College	4200 Farm Hill Boulevard	Redwood City	94061
San Mateo County CCD	College of San Mateo	1700 West Hillsdale Blvd.	San Mateo	94402
San Mateo County CCD	Skyline College	3300 College Dr.	San Bruno	94066
Santa Barbara CCD	Santa Barbara City College	721 Cliff Dr.	Santa Barbara	93109
Santa Clarita CCD	College of the Canyons	26455 Rockwell Canyon Rd.	Santa Clarita	91355
Santa Monica CCD	Santa Monica College	1900 Pico Blvd	Santa Monica	90405
Sequoias CCD	College of the Sequoias	915 S. Mooney Blvd.	Visalia	93277
Shasta-Tehama-Trinity Joint CCD	Shasta College	P.O. Box 496006	Redding	96049
Sierra Joint CCD	Sierra College	5100 Sierra College Blvd.	Rocklin	95677
Siskiyou Joint CCD	College of the Siskiyous	800 College Ave.	Weed	96094
Solano CCD	Solano Community College	4000 Suisun Valley Rd.	Fairfield	94534
Sonoma County JCD	Santa Rosa Junior College	1501 Mendocino Ave.	Santa Rosa	95401
South Orange County CCD	Irvine Valley College	5500 Irvine Center Dr.	Irvine	92720
South Orange County CCD	Saddleback College	28000 Marguerite Parkway	Mission Viejo	92692
Southwestern CCD	Southwestern College	900 Otay Lakes Rd.	Chula Vista	91910
State Center CCD	Clovis College	10309 N. Willow Avenue	Fresno	93730

<b>District</b>	<b>College</b>	<b>College Address</b>	<b>City</b>	<b>Zip</b>
State Center CCD	Fresno City College	1101 E University Ave.	Fresno	93741
State Center CCD	Madera College	30277 Avenue 12	Madera	93638
State Center CCD	Reedley College	995 North Reed Ave.	Reedley	93654
Ventura County CCD	Moorpark College	7075 Campus Rd	Moorpark	93201
Ventura County CCD	Oxnard College	4000 S Rosa Ave.	Oxnard	93033
Ventura County CCD	Ventura College	4667 Telegraph Rd.	Ventura	93003
Victor Valley CCD	Victor Valley College	18422 Bear Valley Rd.	Victorville	92392
West Hills CCD	West Hills College Coalinga	300 Cherry Lane	Coalinga	93210
West Hills CCD	West Hills College Lemoore	555 College Ave.	Lemoore	93245
West Kern CCD	Taft College	29 Emmons Park Dr.	Taft	93268
West Valley-Mission CCD	Mission College	3000 Mission College Blvd	Santa Clara	95054
West Valley-Mission CCD	West Valley College	14000 Fruitvale Ave.	Saratoga	95070
Yosemite CCD	Columbia College	11600 Columbia College Dr.	Sonora	95370
Yosemite CCD	Modesto Junior College	435 College Ave.	Modesto	95350
Yuba CCD	Woodland Community College	2300 E. Gibson Rd.	Woodland	95776
Yuba CCD	Yuba College	2088 N. Beale Rd.	Marysville	95901

**List of California State Universities**

<b>Institution</b>	<b>Address</b>	<b>City</b>	<b>Zip</b>
California State University, Bakersfield	9001 Stockdale Highway	Bakersfield	93311
California State University, Channel Islands	1 University Drive	Camarillo	93012
California State University, Chico	400 West First Street	Chico	95929
California State University, Dominguez Hills	1000 E. Victoria Street	Carson	90747
California State University, East Bay	25800 Carlos Bee Boulevard	Hayward	94543
California State University, Fresno	5421 N. Maple Avenue	Fresno	93740
California State University, Fullerton	800 N. State College Boulevard	Fullerton	92831
Humboldt State University	1 Harpst Street	Arcata	95521
California State University, Long Beach	1250 Bellflower Boulevard	Long Beach	90840
California State University, Los Angeles	5151 State University Drive	Los Angeles	90032
California State University Maritime Academy	200 Maritime Academy Drive	Vallejo	94590
California State University, Monterey Bay	5108 Fourth Avenue	Marina	93933
California State University, Northridge	18111 Nordhoff Street	Northridge	91330
California State Polytechnic University, Pomona	3801 West Temple Avenue	Pomona	91768
California State University, Sacramento	6000 J Street	Sacramento	95819
California State University, San Bernardino	5500 University Parkway	San Bernardino	92407
San Diego State University	5500 Campanile Drive	San Diego	92182
San Francisco State University	1600 Holloway Avenue	San Francisco	94132
San Jose State University	One Washington Square	San Jose	95192
California State Polytechnic University, San Luis Obispo	1 Grand Avenue	San Luis Obispo	93407
California State University, San Marcos	333 South Twin Oaks Valley Road	San Marcos	92096
Sonoma State University	1801 East Cotati Avenue	Rohnert Park	94928
California State University, Stanislaus	One University Circle	Turlock	95382

**List of AICCU Member Institutions**

<b>Institution</b>	<b>Address</b>	<b>City</b>	<b>Zip</b>
American Jewish University	15600 Mulholland Drive	Los Angeles	90077
Antioch University	400 Corporate Pointe	Culver City	90230
ArtCenter	1700 Lida Street	Pasadena	91103
Biola University	13800 Biola Avenue	La Miranda	90639
Brandman University	16355 Laguna Canyon Road	Irvine	92618
California Baptist University	8432 Magnolia Avenue	Riverside	92504
California College of the Arts	1111 Eighth Street	San Francisco	94107
California Institute of Integral Studies	1453 Mission Street	San Francisco	94107
California Institute of Technology	1200 E. California Boulevard	Pasadena	91125
California Institute of the Arts	24700 McBean Parkway	Valencia	91355
California Lutheran University	60 W. Olsen Road	Thousand Oaks	91360
Chapman University	One University Drive	Orange	92866
Charles R. Drew University	1731 East 120th Street	Los Angeles	90059
Chicago School of Professional Psychology	617 W. 7th Street	Los Angeles	90017
Claremont Graduate University	150 E. 10th Street	Claremont	91711
Claremont McKenna College	888 Columbia Avenue	Claremont	91711
Columbia College Hollywood	18618 Oxnard Street	Tarzana	91356
Concordia University Irvine	1530 Concordia West	Irvine	92612
Dominican University of California	50 Acacia Avenue	San Raphael	94901
Fielding Graduate University	2020 De la Vina Street	Santa Barbara	93105
Fresno Pacific University	1717 S. Chestnut Ave. East Hall	Fresno	93702
Golden Gate University	536 Mission Street	San Francisco	94105
Harvey Mudd College	301 Platt Boulevard	Claremont	91711
Holy Names University	3500 Mountain Boulevard	Oakland	94619
Humphreys University	6650 Inglewood Avenue	Stockton	95207
International Technological University	2711 North First Street	San Jose	95134
John F. Kennedy University	100 Ellinwood Way	Pleasant Hill	94523
Keck Graduate Institute	535 Watson Drive	Claremont	91711
La Sierra University	4500 Riverwalk Parkway	Riverside	92505
Laguna College of Art + Design	2222 Laguna Canyon Road	Laguna Beach	92651
Life Pacific College	1100 West Covina Boulevard	San Dimas	91733
Loma Linda University	11139 Anderson Street	Loma Linda	92350
Los Angeles Pacific University	300 N. Lone Hill Ave., # 200	San Dimas	91733

<b>Institution</b>	<b>Address</b>	<b>City</b>	<b>Zip</b>
Loyola Marymount University	1 LMU Drive	Los Angeles	90045
Marymount California University	30800 Palos Verdes Dr. East	Rancho Palos Verdes	90275
Menlo College	1000 El Camino Real	Atherton	94027
Mills College	5000 MacArthur Boulevard	Oakland	94613
Mount Saint Mary's University	12001 Chalon Road	Los Angeles	90049
National University	11255 North Torrey Pines Road	La Jolla	92037
National University, Sacramento	9320 Tech Center Drive	Sacramento	95826
Notre Dame de Namur University	1500 Ralston Avenue	Belmont	94002
Occidental College	1600 Campus Road	Los Angeles	90041
Otis College of Art and Design	9045 Lincoln Boulevard	Los Angeles	90045
Pacific Oaks College	55 West Eureka Street	Pasadena	91103
Pacific Union College	One Angwin Avenue	Angwin	94508
Palo Alto University	1791 Arastradero Road	Palo Alto	94304
Pepperdine University	24255 Pacific Coast Highway	Malibu	90263
Pitzer College	1050 N. Mills Avenue	Claremont	91711
Point Loma Nazarene University	3900 Lomaland Drive	San Diego	92106
Pomona College	333 N. College Way	Claremont	91711
Providence Christian College	1539 E. Howard Street	Pasadena	91104
Saint Mary's College of California	1928 Saint Mary's Road	Moraga	94556
Samuel Merritt University	3100 Telegraph Ave.	Oakland	94609
San Diego Christian College	200 Riverview Parkway	Santee	92071
San Francisco Art Institute	800 Chestnut Street	San Francisco	94133
San Francisco Conservatory of Music	50 Oak Street	San Francisco	94102
Santa Clara University	500 El Camino Real	Santa Clara	95050
Saybrook University	475 14th Street, 9th Floor	Oakland	94612
Scripps College	1030 N. Columbia	Claremont	91711
Simpson University	2211 College View Drive	Redding	96003
Soka University of America	1 University Drive	Aliso Viejo	92656
Southern CA Institute of Architecture	960 E. 3rd Street	Los Angeles	90013
Southern CA University of Health Sciences	16200 Amber Valley Drive	Whittier	90604
Stanford University	450 Serra Mall	Stanford	94305
TCS Education System	475 14th Street, 9th Floor	Oakland	94612
The Claremont Colleges Services	101 South Mills Avenue	Claremont	91711
The Master's University	21726 Placerita Canyon Road	Santa Clarita	91321
Thomas Aquinas College	10,000 Ojai Road	Santa Paula	93060



<b>Institution</b>	<b>Address</b>	<b>City</b>	<b>Zip</b>
Touro College and University System	43 West 23rd Street	New York	10010
Touro University California	1310 Club Drive	Vallejo	94592
Touro University Worldwide	10609 Calle Lee, Ste. 179	Los Alamitos	90720
University of La Verne	1950 3rd Street	La Verne	91750
University of La Verne College of Law	320 East D Street	Ontario	91764
University of Redlands	1200 East Colton Avenue	Redlands	92374
University of Saint Katherine	1637 Capalina Road	San Marcos	92069
University of San Diego	5998 Alcala Park	San Diego	92110
University of San Francisco	2130 Fulton Street	San Francisco	94117
University of Southern California	University Park	Los Angeles	90089
University of the Pacific	3601 Pacific Avenue	Stockton	95211
University of the West	1409 Walnut Grove Avenue	Rosemead	91770
Vanguard University of Southern CA	55 Fair Drive	Costa Mesa	92626
Western University of Health Sciences	309 East Second Street, College Plaza	Pomona	91766
Westmont College	955 La Paz Road	Santa Barbara	93108
Whittier College	13406 East Philadelphia	Whittier	90608
Whittier Law School	3333 Harbor Boulevard	Costa Mesa	92626
William Jessup University	2121 University Avenue	Rocklin	95765
Woodbury University	7500 N Glenoaks Blvd	Burbank	91504
Zaytuna College	1712 Euclid Avenue	Berkeley	94709

**EXHIBIT E**  
**(Master Services Agreement)**  
**Modifications to Agreement**

## **EXHIBIT F**

### **(Master Services Agreement)**

#### **Federal Terms**

The following Additional Terms and Conditions shall modify, delete, and/or add to the Terms and Conditions of the Agreement this is Appended to. Where any article, paragraph, or subparagraph in Terms and Conditions of this Agreement is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the Federal Terms shall be considered as added thereto as Exhibit F. Where any article, paragraph, or subparagraph in the Terms and Conditions of the Agreement is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

FoundationCCC will not negotiate these provisions. If a clause is not applicable it will not be applied.

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses as applicable. Supplier shall promptly notify FoundationCCC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which FoundationCCC will rely.

- a. For commercial transactions involving a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
  - a. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
  - b. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
  - c. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
  - d. FAR 52.219-8, Utilization of Small Business Concerns;
  - e. FAR 52.222-17, Non-displacement of Qualified Workers;
  - f. FAR 52.222-21, Prohibition of Segregated Facilities;
  - g. FAR 52.222-26, Equal Opportunity;
  - h. FAR 52.222-35, Equal Opportunity for Veterans;
  - i. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
  - j. FAR 52.222-37, Employment Reports on Veterans;
  - k. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
  - l. FAR 52.222-41, Service Contract Labor Standards;
  - m. FAR 52.222-50, Combating Trafficking in Persons;
  - n. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
  - o. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
  - p. FAR 52.222-54, Employment Eligibility Verification;
  - q. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
  - r. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
  - s. FAR 52.224-3, Privacy Training;
  - t. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
  - u. FAR 52.233-1, Disputes; and

- v. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
- b. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by CFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:
  - a. **Rights to Inventions.** If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, “Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements”.
  - b. **Clean Air Act.** 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
  - c. **Byrd Anti-Lobbying. (Agreements ≥ \$150,000).** Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
  - d. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, Supplier should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- c. Supplier makes the following warranties and acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and FoundationCCC or Participating Agency will have the right to terminate the Agreement without damage, penalty, cost, or further obligation.
  - a. **Debarment, Suspension, U.S. Government Restricted Party Lists. (Agreements ≥ \$35,000).** Supplier warrants that Supplier, its principals (defined at 2 C.F.R. § 180.995), and affiliates (defined at 2 C.F.R. § 180.905) are not on the U.S. government’s Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and is not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities. The Supplier must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of

fact relied upon by FoundationCCC and any Participating Agencies. If it is later determined that the Supplier did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FoundationCCC or the Participating Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- b. **Prohibition on certain Surveillance/Telecommunications.** Supplier warrants that the Goods and Services rendered under this Agreement will not require Supplier to use for FoundationCCC/Participating Agency, or provide to FoundationCCC/Participating Agency to use, "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

d. **Remedies for Supplier's Breach (all Agreements in excess of \$250,000).**

- a. In the event any deliverables furnished or services provided by Supplier in the performance of this Agreement should fail to conform to the requirements herein, or to the sample submitted by Supplier, FoundationCCC/Participating Agency may reject the same, and it shall thereupon become Supplier's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to FoundationCCC/Participating Agency, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Supplier fail, neglect, or refuse to do so, FoundationCCC/Participating Agency shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items or services and to deduct the cost of such cover from any moneys due or that may thereafter become due to Supplier.
- b. In the event Supplier fails to make prompt delivery of any item or service as specified in the Agreement, the same conditions as to FoundationCCC/Participating Agency's right, but not obligation, to purchase in the open market and receive reimbursement from Supplier, as set forth in (a.) above shall apply.
- c. If FoundationCCC/Participating Agency terminates the Agreement, either in whole or in part, for Supplier's default or breach, Supplier shall compensate FoundationCCC/Participating Agency, in addition to any other remedy FoundationCCC/Participating Agency may have available to it, for any loss or damage sustained and cost incurred by FoundationCCC/Participating Agency in procuring any items or services that Supplier agreed to supply.
- d. FoundationCCC/Participating Agency's rights and remedies provided in this Section A (Remedies for Contractor's Breach) shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity, or Agreement.
- e. **Federal Funding Accountability and Transparency Act ("FFATA"). (Agreements ≥ \$30,000).** Suppliers must be registered in the System for Award Management (SAM) to be issued a P.O. or agreement when Federal Funding Accountability and Transparency Act (FFATA) applies.
- f. **Equal Employment Opportunity Affirmative Action.** During the performance of this Agreement, Supplier agrees as follows:

- a. The Supplier will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - i. 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. The Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Supplier will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The 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 to be provided advising the said labor union or workers' representatives of the Supplier's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Supplier will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Page 3 of 8 Updated March 22, 2022 administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Supplier's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Supplier may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with 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.

- h. The Supplier will include the portion of the sentence immediately preceding paragraph a. and the provisions of paragraphs a. through h. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, and through amendment in Executive Order 11375 so that such provisions will be binding upon each subcontractor or vendor. The Supplier will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
    - i. Provided, however, that in the event a Supplier becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Supplier may request the United States to enter into such litigation to protect the interests of the United States.
- g. **Davis-Bacon Act (40 U.S.C. 276a to a-7) as amended. (Construction Contracts > \$2,000).** If Agreement is a Construction Contract greater than \$2,000, Supplier will comply with the Davis-Bacon Act.
- h. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). (Construction Contracts > \$2,000, or Contracts > \$2,500 that involve mechanics or laborers).** If Agreement is a Construction Contract greater than \$2,000, or a Contract greater than \$2,500 that involves mechanics or laborers, Supplier will comply with the Contract Work Hours and Safety Standards Act.
- i. **Copeland “Anti-Kickback” Act (40 U.S.C 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3).** The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Participating Agency and FoundationCCC must report all suspected or reported violations to the Federal awarding agency.
- j. **Supplier Small Business Subcontracting Clause (“SBSP”). (Contract ≥ \$750,000).** If Supplier is a large business, a SBSP is required. If Supplier is a small business, SBSP is not required, but small business certification is required. (this clause is applicable to contracts in excess of \$650,000, except for contracts awarded to small business concerns as defined by Section 3 of the Small Business Act, 15 U.S.C. § 632, and the applicable regulations in Part 121 of Title 13 of the Code of Federal Regulations) The Contractor shall adopt a subcontracting plan that complies with the requirements set forth in the Small Business Act and in the clause entitled “Small Business Subcontracting Plan (JAN 2011),” which clause is contained in Section 52.219-9 of the Federal Acquisition Regulation (Section 52.219-9 of title 48 of the Code of Federal Regulations). (Subparagraphs (d) and (e) of such clause are the primary portions of the clause that concern the contents and effective implementation of subcontracting plans.) The Contractor shall insert the clause entitled “Utilization of Small

Business Concerns” (see above) in subcontracts that offer further subcontracting opportunities and shall comply with the requirements for record keeping and reporting to the Federal Government.

- k. **Truth in Negotiations Act (10 U.S.C. 2306(a) and 41 U.S.C. chapter 35). (Contracts ≥ \$2,000,000).** The Truth in Negotiations Act (“TINA”) requires offerors to submit certified cost or pricing data if a procurement exceeds the TINA threshold and none of the exceptions to certified cost or pricing data requirements applies.