

STANFORD UNIVERSITY
and
[[NAME (PRIMARY SECOND PARTY)]]
SERVICES AGREEMENT
for
[[PROJECT NAME]]

THIS AGREEMENT is made and entered into effective [[Start Date]], by and between The Board of Trustees of the Leland Stanford Junior University, a body having corporate powers under the laws of the State of California hereinafter referred to as “Stanford” and [[Name (Primary Second Party)]], hereinafter referred to as “[[2nd Party Reference]],” whose principal place of business is [[Street Line 1 (Primary Second Party)]], [[City/Town (Primary Second Party)]], [[State/Province (Primary Second Party)]], [[Postal Code (Primary Second Party)]].

The Parties agree as follows:

ARTICLE 1 [[2ND PARTY REFERENCE]] SERVICES

- 1.1 Scope of Services. [[2nd Party Reference]] shall be available to perform and shall provide Services, advice, and assistance to Stanford in the above said field of expertise in connection with Stanford’s [[Project Description / Brief Statement of Work]], as described in [[2nd Party Reference]]'s proposal dated [[Date of Contractor's Proposal]], which is attached hereto and made a part of this Agreement.
- 1.2 Additional Services. Stanford shall be obligated to pay [[2nd Party Reference]] only for Services described herein. All additional services must be requested and approved in writing by Stanford. Stanford’s Representative may, without invalidating this Agreement, make changes to the Services to be provided hereunder. If such changes cause an increase or decrease in the cost or time required for performance of the Services, an equitable adjustment shall be made in compensation, period of performance, or both, and this Agreement shall be amended accordingly, in writing.
- 1.3 Location. Services shall be performed by [[2nd Party Reference]] at its offices, at Stanford, or at other sites designated by Stanford as circumstances may require.
- 1.4 Personnel. All Services hereunder shall be performed by personnel experienced and highly skilled in their profession and in accordance with the highest applicable standards of professionalism for comparable or similar Services. [[2nd Party Reference]] shall be responsible for the professional quality, timeliness, coordination and completeness of the Services. [[2nd Party Reference]] personnel assigned to perform the Services shall be as proposed by [[2nd Party Reference]] and approved by Stanford. No such personnel of [[2nd Party Reference]] shall be reassigned without the approval of Stanford. [[2nd Party Reference]] shall use only personnel required for the performance of the Services who are qualified by education, training and experience to perform the tasks assigned to them. [[2nd Party Reference]] agrees to replace any of its employees whose work is considered by Stanford’s Representative to be unsatisfactory or contrary to the requirements of the Services to be

performed hereunder. Stanford's Representative shall not supervise nor control the details of [[2nd Party Reference]]'s Services, but rather shall be interested only in the results of [[2nd Party Reference]]'s Services.

- 1.5 **Subcontractors.** Stanford hereby approves of the use of subcontractors, if any, named in [[2nd Party Reference]]'s proposal referenced herein.
- 1.6 **Supervision.** [[2nd Party Reference]] shall be responsible for the results of the work and/or the Services performed to Stanford's Representative named in this Agreement.
- 1.7 **Standard of Performance.** [[2nd Party Reference]] shall perform all Services under this Agreement in a skillful, competent and timely manner in strict accordance with standards of nationally recognized professionals engaged in performing services similar to those contemplated by this Agreement. [[2nd Party Reference]] shall be responsible to Stanford for all damages due to [[2nd Party Reference]]'s failure to perform any Services under this Agreement in accordance with these standards. Neither review nor approval of [[2nd Party Reference]]'s work shall relieve [[2nd Party Reference]] of its duty to adhere to these standards of professional care in the performance of its duties. Subject to the standard of care described above, [[2nd Party Reference]] shall not be deemed to have given a warranty or guarantee as to [[2nd Party Reference]]'s performance with respect to its rendered services.

ARTICLE 2 OBLIGATIONS OF STANFORD

To the extent deemed necessary by Stanford during the period of the Agreement and while [[2nd Party Reference]] is performing the Services hereunder, Stanford shall cooperate with the [[2nd Party Reference]], and permit access to pertinent information and locations, and provide necessary scheduling, technical information, and electronic data files, as required to efficiently perform the Services under this Agreement.

ARTICLE 3 PERIOD OF PERFORMANCE

- 3.1 **Term.** This Agreement shall be in force and effect from [[Start Date]] and the Work under this Agreement shall be substantially complete on or before [[End Date]]
- 3.2 **Schedule.** [[2nd Party Reference]] shall perform the Services contemplated under this Agreement in accordance with the Schedule included in the Agreement Documents, if any, or in accordance with a schedule that shall be agreed to by the parties, in writing.

ARTICLE 4 TERMINATION FOR CONVENIENCE

- 4.1 Either [[2nd Party Reference]] or Stanford may terminate this Agreement at any time by giving the other party five (5) calendar days written notice of its intent to take such action. In such an event, Stanford shall be liable only for payment in accordance with the payment provisions of this Agreement for all Services performed prior to the effective date of the termination. Within ten (10) calendar days after such termination, [[2nd Party Reference]] shall deliver to Stanford all work product completed or in progress up to the date of the termination. In the event that [[2nd Party Reference]] terminates under this provision, Stanford may, at its sole discretion, require that [[2nd Party Reference]] complete the Services in progress and such completed Services will be subject to approval by Stanford before payment therefore is made, said approval not to be unreasonably withheld.

ARTICLE 5 CONTRACT AMOUNT (NTE)

- 5.1 **Service Fees.** Stanford shall pay [[2nd Party Reference]] at fixed “all-inclusive” hourly service fee rates as set forth in [[2nd Party Reference]]’s proposal referenced herein for Services satisfactorily performed in accordance with this Agreement. Fractional hours shall be compensated for on a prorated basis. Time necessarily spent in local travel shall not be considered working time. Subcontractors, if any, shall be paid at a rate of 1.0 times the amount billed to the [[2nd Party Reference]]. Hours expended by [[2nd Party Reference]] shall be documented by weekly timesheets. Timesheets shall be provided to Stanford’s Representative, upon request. Hourly rates shall include [[2nd Party Reference]]’s fees, cost of operation, including benefits attributable to payroll, overhead, salaries and other administrative expenses.
- 5.2 **Reimbursable Expense.** Stanford shall reimburse [[2nd Party Reference]] on account of expenses paid or incurred by [[2nd Party Reference]] for travel beyond a 50-mile radius from the Stanford University campus. The amount and extent of reimbursement for travel shall be in accordance with the provisions of Stanford University’s Guide Memorandum Number 5.4.2 Travel Expenses, which can be viewed at: <https://adminguide.stanford.edu/chapter-5/subchapter-4/policy-5-4-2>. Stanford will also reimburse [[2nd Party Reference]] on account of incurred costs for reproduction services and such other purchased services as may be approved in advance by Stanford’s Representative, at [[2nd Party Reference]]’s actual cost.
- 5.3 **Payment Limits.**
- 5.3.1 The amount reimbursed by Stanford for [[2nd Party Reference]]’s Reimbursable Expenses shall not exceed \$[[Travel and Other Reimbursable Expenses]].
- 5.3.2 The total amount paid by Stanford under this Agreement shall not exceed \$ [[Dollar Amount of Agreement (TOTAL)]] without prior written approval by Stanford.

ARTICLE 6 PAYMENT

- 6.1 **Invoices.** [[2nd Party Reference]] shall submit invoices for Services and reimbursable expenses not more often than once per month. Supporting data shall be attached to the invoice, including: payroll data identifying people, positions, grades or titles, number of hours worked, hourly rate, dates worked; and receipts for reimbursable expenses. Each invoice shall contain a summary of the total amount of previous invoices, current invoice amount, and the unbilled balance of this Agreement and its approved Amendments. If the [[2nd Party Reference]] believes that any amount included in a current invoice is outside the scope of this Agreement, [[2nd Party Reference]] shall identify the amount and the nature of the work. The [[2nd Party Reference]] shall, on a monthly basis, review its progress on the project. If the [[2nd Party Reference]], having performed said review, has reason to anticipate a need for additional funding, it shall indicate, on an invoice attachment, the reasons for the anticipated funding increase, its best estimate of the total additional costs and the time impact, if any, on the project completion schedule. Any failure by the [[2nd Party Reference]] to comply with this Article shall be cause for Stanford to refuse compensation.
- 6.2 **Invoice Payment NET 30.** Following acceptance of an undisputed invoice, Stanford shall transmit payment to [[2nd Party Reference]] within thirty (30) days.
- 6.3 **Nonresidents of California note.** Stanford may deduct or withhold, from any amounts owed under this Agreement, all applicable state or governmental taxes, fees or similar assessments as required by law, including nonresident withholding taxes.

ARTICLE 7 **INVOICING INFORMATION**

Invoices for [[2nd Party Reference]]'s services are to be submitted via email to accounts payable@stanford.edu, or as otherwise directed by Stanford's Representative, and must include Stanford PO# [[PO Number]].

ARTICLE 8 **DATA**

- 8.1 **Non-Disclosure.** [[2nd Party Reference]] acknowledges that Stanford continually develops Confidential Information for Stanford and that [[2nd Party Reference]] may learn of Confidential Information, including Confidential Information of third parties, during the term of this Agreement. [[2nd Party Reference]] will comply with the policies and procedures of Stanford for protecting Confidential Information set forth below and, in any event, shall not disclose to any person or entity (except as required by applicable law or for the proper performance of [[2nd Party Reference]]'s duties and responsibilities to Stanford), or use for [[2nd Party Reference]]'s or any third party's benefit or gain, any Confidential Information obtained by [[2nd Party Reference]] incident to [[2nd Party Reference]]'s consultancy or other association with Stanford. [[2nd Party Reference]] understands that this restriction shall continue to apply after this Agreement terminates, regardless of the reason for such termination.
- 8.2 **Ownership of Data.** Ownership of technical data produced for Stanford by [[2nd Party Reference]] or any of its agents or employees in the course of performing the Services hereunder and of all proprietary rights therein shall vest in and shall be delivered, upon request, to Stanford. For the purposes hereof, the term "technical data" means technical writing, pictorial reproductions, drawings or other graphical representations, tape recordings, reports, calculations, tables and documents of technical nature, whether copyrightable or copyrighted, which are made in the course of performing the Services as specified. [[2nd Party Reference]] may, however, use data prepared or produced under this Agreement, where such data is otherwise made publicly available or with the specific approval of Stanford.
- 8.3 **Data Security.**
- 8.3.1 [[2nd Party Reference]] agrees to implement and maintain commercially reasonable administrative, physical, and technical safeguards to protect data and other information ("Data") from unauthorized access, use, disclosure, alteration, or destruction.
- 8.3.2 Prior to performing Services which require access to, transmission of, and/or storage of Stanford's [Moderate or High-Risk Data](#), [[2nd Party Reference]] will provide a third party certification verifying its data security safeguards.
- 8.3.3 [[2nd Party Reference]] will not copy, cause to be copied, use or disclose Data received from or on behalf of Stanford except as permitted or required by this Agreement, as required by law, or as otherwise authorized by Stanford in writing.
- 8.3.4 [[2nd Party Reference]] will promptly notify Stanford of any actual or suspected unauthorized disclosure of, access to or other breach of the Data. In the event of actual or suspected unauthorized disclosure of, access to, or other breach of the Data, [[2nd Party Reference]] will comply with all state and federal laws and regulations related to such breach, and will cooperate with Stanford in fulfilling its legal obligations.

- 8.3.5 [[2nd Party Reference]] will indemnify Stanford for its violation of these Data Security provisions, including but not limited to the cost of providing appropriate notice to all required parties and credit monitoring, credit rehabilitation, or other credit support services to individuals with information impacted by the actual or suspected breach.
- 8.3.6 Upon termination or expiration of this Agreement, [[2nd Party Reference]] will return or, at Stanford's election, destroy all Data (including all PHI) within 30 days from the conclusion of this Agreement. The obligations related to data security and indemnity will survive the termination of this Agreement.
- 8.4 FERPA (Family Educational Rights and Privacy Act). During the course of performing Services under this Contract, [[2nd Party Reference]] may have access to certain Student educational records. If [[2nd Party Reference]] accesses Student educational records, [[2nd Party Reference]] may not permit access to, or the release or transfer of personally identifiable information from a student's educational record to any party by any means, other than to Stanford officials and/or the student upon written request.
- 8.5 Protected Health Information. [Omitted.]
- 8.6 GDPR (General Data Protection Regulation). [Omitted.]

ARTICLE 9 USE OF STANFORD TRADEMARKS

[[2nd Party Reference]] agrees not to use Stanford's name or other Stanford trademarks (together referred to herein as the "Marks"), or the name or trademarks of any related organization, or to quote any of Stanford's faculty, staff, students, volunteers or agents ("Quotes"), either in writing or orally, without the prior written consent of Stanford's Senior Director, University Brand Management. This prohibition includes, but is not limited to, use of the Marks or Quotes in press releases, advertising, marketing materials, other promotional materials, presentations, photographs for commercial use, case studies, reports, websites, application or software interfaces, and other electronic media.

ARTICLE 10 CODES, REGULATIONS AND STANFORD POLICIES

All Services performed under this Agreement shall conform to all applicable Local, County, State and Federal codes and regulations, and applicable guidelines and policies at Stanford, including, but not limited to, Stanford's Code of Conduct which can be found at: <https://adminguide.stanford.edu/1-1-1>.

Nothing in this Agreement shall be construed as requiring or permitting Services that are contrary to the above-referenced codes, regulations, policies and guidelines.

[[2nd Party Reference]] will, as soon as possible, report to Stanford any code violations, policy violations, or other significant events that pose a potential risk to reputation of either [[2nd Party Reference]] or Stanford.

ARTICLE 11 INDEPENDENT CONTRACTOR

[[2nd Party Reference]] shall be an independent contractor, and neither [[2nd Party Reference]] nor any employee of [[2nd Party Reference]] shall be, or be deemed to be, an employee of Stanford. Nothing in the Agreement shall entitle [[2nd Party Reference]] the right or authority to make any representation on behalf of or bind Stanford to others in any manner, except as herein specifically provided. Nothing in the Agreement shall be construed to create any type or manner of partnership, joint venture or enterprise with or between [[2nd Party Reference]] and Stanford.

ARTICLE 12 INDEMNIFICATION

[[2nd Party Reference]] will indemnify, defend and hold Stanford harmless from any and all claims costs, or expenses (including reasonable attorney’s fees) arising or resulting in whole or in part from any breach of this Agreement, or related to

- (1) Any death or
- (2) injury (including without limitation lost-wage, labor, or employment claims) of any person (including [[2nd Party Reference]]'s employees, agents and contractors), or
- (3) damage to any property,

arising out of any negligence, or willful misconduct of [[2nd Party Reference]], its employees, contractors, invitees, agents or visitors.

ARTICLE 13 INFRINGEMENT

[[2nd Party Reference]], at its expense, shall defend, indemnify and hold harmless Stanford, its trustees, officers, employees, agents, and students from and against any and all claims and demands which may be made to the extent that it is based on a claim that any goods, services, and/or data furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected proprietary right. [[2nd Party Reference]] shall pay all costs, fees, and damages which may be incurred by Stanford for any such claim or action or the settlement thereof.

ARTICLE 14 COMMUNICATIONS AND NOTICE

Communications between [[2nd Party Reference]] and Stanford shall generally be through the Representatives listed below.

<u>Stanford’s Contract Representative</u>	<u>Stanford’s Department Representative</u>	<u>[[2nd Party Reference]]'s Representative</u>
[[Contract Advisor]]	[[Stanford Business Owner Name]]	[[2nd Party Project Manager Name]]
Procurement Services	[[Stanford Business Owner Department]]	
[[Contract Advisor Phone]]	[[Stanford Business Owner Phone #]]	[[2nd Party Project Manager Phone #]]
[[Contract Advisor Email]]	[[Stanford Business Owner Email]]	[[2nd Party Project Manager Email]]

Notices will be deemed sufficient if given by (a) registered or certified mail, postage prepaid, return receipt requested (“Mail”); (b) private courier service, with signature provided by the receiving party (“Courier Service”); or (c) electronic mail to the Authorized Contacts above, with copies required as shown (“Electronic Mail”). If [[2nd Party Reference]] opts to provide notice by Mail and/or Courier Service, [[2nd Party Reference]] must also send a copy by Electronic Mail in order for notice to be deemed sufficient.

Receipt. Notices sent via mail or courier will be deemed given upon receipt. Notices sent via electronic mail will be deemed given when receipt has been acknowledged by the Authorized Contact, with an automatic “read receipt” constituting acknowledgement, or 3 days after dispatch if the email was sent to the correct address and was not returned as undeliverable.

Mailing Address for Notice:

Stanford University
Procurement Services
485 Broadway
University Hall, 2nd Floor
Redwood City, CA 94063
Attn: Contracts Manager

[[Name (Primary Second Party)]]
[[Street Line 1 (Primary Second Party)]]
[[City/Town (Primary Second Party)]],
[[State/Province (Primary Second Party)]]
[[Postal Code (Primary Second Party)]]

With copies to::

Stanford University
505 Broadway, 6th Floor
Redwood City, CA 94063
Attention: University Privacy Office

Stanford Office of General Counsel
Main Quad, Building 170, 3rd Floor
P.O. Box 20386
Stanford, CA 94305-2038
Attention: Vice President and General Counsel

Each Party may change its address and that of its representative for notice by giving notice thereof in the manner provided above in this section.

ARTICLE 15 EXAMINATION OF RECORDS

Stanford shall have access to and the right to examine any directly pertinent books, documents, papers and records of [[2nd Party Reference]] involving transactions related to this Agreement until the expiration of three (3) years after final payment hereunder. [[2nd Party Reference]] agrees to keep and maintain such records for such period of time.

ARTICLE 16 CONFLICT OF INTEREST

Stanford's policy requires avoidance of real or apparent conflict of interests. [[2nd Party Reference]] affirms, that to the best of its knowledge, there exists no actual or potential conflict between [[2nd Party Reference]]'s family, business or financial interest and the Services under this Agreement, and in the event of change in either private interests or Services under this Agreement, it will raise with Stanford any question regarding possible conflict of interest which may arise as a result of such change.

ARTICLE 17 EQUAL OPPORTUNITY

In connection with its performance under this Agreement, [[2nd Party Reference]] will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, age, national origin, physical or mental disability, or status as a protected veteran in regard to any position for which the employee or applicant is qualified.

Stanford University is an equal opportunity employer and a federal contractor or subcontractor. Consequently, [[2nd Party Reference]] agrees to comply with the following federal regulations which are hereby incorporated herein by reference: 41 CFR 60-1.4(a); 41 CFR 60-300.5(a); 41 CFR 60-741.5(a) (which requires covered prime contractors and subcontractors to take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, physical or mental disability, or status as a protected veteran status); 41 CFR 60-250.5, and all other applicable regulations of 41 CFR Part 60, Federal Acquisition Regulation ("FAR") 52.222-26 (Equal Opportunity); FAR 52.222-27 (Affirmative Action Compliance Requirements for Construction) – **applicable for construction contracts only**; FAR 52.222-35 (Affirmative Action for

Disabled Veterans and Veterans of the Vietnam Era); FAR 52.222-36 (Affirmative Action for Workers with Disabilities); and all other applicable provisions of the Federal Acquisition Regulations. [[2nd Party Reference]] also agrees that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

ARTICLE 18 **ASSIGNMENT PROHIBITED**

Except for subcontracting specifically approved by Stanford, [[2nd Party Reference]] shall not assign its rights nor delegate its duties under this Agreement, in whole or in part by operational of law or otherwise to any third party without Stanford's prior written consent. Any assignment or delegation in violation of this paragraph is null and void. Notwithstanding any notice of assignment, Stanford's tender of payment to the [[2nd Party Reference]] named herein or to any person reasonably believed by Stanford to be entitled to payment shall fully satisfy Stanford's obligation to pay, and in no event shall Stanford be obligated to pay additional sums or be liable for any damages due to failure to pay the correct party.

ARTICLE 19 **LAW AND VENUE**

The laws of the State of California govern all matters arising out of or relating to this Agreement. Any dispute arising under this Agreement shall be resolved in the courts of Santa Clara County or in the Federal District Court for the Northern District of California, Northern Branch, and Stanford and [[2nd Party Reference]] hereby submit themselves to the personal jurisdiction of said courts. All rights and remedies of Stanford and [[2nd Party Reference]] shall be cumulative.

ARTICLE 20 **ENVIRONMENTAL HEALTH AND SAFETY**

This section applies to all contractors who supply Stanford University with services that are not related to facilities or grounds maintenance, construction, demolition, installation of equipment (including furnishings) or products that contain regulated hazardous materials (including consumer products).

Asbestos: In accordance with California Health and Safety Code Section 25915 (Connelly Act) and the Cal/OSHA Asbestos Standard, 8 CCR Section 1529, [[2nd Party Reference]] is hereby notified that in Stanford facilities there are construction materials that are known to contain asbestos. In some areas, asbestos has been identified in one or more of the following construction products: spray-applied fireproofing; pipe, boiler, tank and air duct insulation; air duct seam tape; gaskets; roofing tar, felt and mastic; asbestos-cement pipe, wallboard, and shingles; plaster and acoustical treatments; gypsum board taping compound; vinyl and asphalt floor tile; vinyl sheet flooring; vinyl flooring, basecove, and ceiling tile adhesive; caulking and glazing compound; acoustic ceiling and wall tile; lab fumehood liners, exhaust ducts and counter tops; and fire-rated door core insulation.

[[2nd Party Reference]] shall not disturb building materials and shall stop work and report any inadvertent disturbance of such materials immediately to Stanford Environmental Health and Safety at 650-725-9999. Unless specifically qualified to do so, [[2nd Party Reference]] shall not enter an area that is posted with warning signs or labels indicating the presence of chemical, biohazardous or radioactive materials or equipment or areas that may have residual contamination from such materials.

Proposition 65 Notice: Under California Health and Safety Code Sections 25249.5 through 25249.13, asbestos, lead, mercury and polychlorinated biphenyls have been listed as chemicals known to the State of California to cause cancer or reproductive harm. [[2nd Party Reference]] will be working in areas in

which some or all of these materials may be present. This notice constitutes the warning of the presence of a chemical known to cause cancer or reproductive harm required by Proposition 65. It is [[2nd Party Reference]]'s duty to follow all requirements of Proposition 65.

ARTICLE 21 **CONTRACT DOCUMENTS**

This Agreement, and the documents (“Contract Documents”) enumerated below, constitute the entire agreement between the parties, and supersedes any prior negotiations, agreements or understandings. No other terms or conditions are binding on Stanford unless accepted by Stanford in writing. This Agreement shall not be amended, except in writing, signed by both parties. If anything in the Contract Documents is inconsistent with this Agreement, this Agreement shall govern. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable. The following documents are included by reference only and are fully incorporated into this Agreement as if fully repeated herein:

- a) [[2nd Party Reference]]'s Statement of Work, dated [[Date of Contractor's Proposal]]

ARTICLE 22 **TIME IS OF THE ESSENCE AND USAGE OF TRADE**

It is mutually agreed that time is of the essence of each and every portion of this Agreement and of any requirements of the Agreement whereby a definite and certain length of time is fixed for the performance of any act whatsoever; and, in the event of an extension of time under the Agreement is allowed for the completion of any Services, the new time fixed by such extension shall be of the essence of this Agreement. This Agreement may not be modified, supplemented, qualified or interpreted by any usage of trade.

ARTICLE 23 **STANFORD'S LIVING WAGE REQUIREMENTS**

This Agreement is subject to Stanford's “Living Wage and Benefit Guidelines for Stanford Contractors”, hereinafter “The Guidelines”, which can be found at:

<https://fingate.stanford.edu/purchasing-contracts/policy/policy-and-initiative-information-suppliers>

[[2nd Party Reference]] represents and warrants that it will comply with The Guidelines as amended by Stanford from time to time. [[2nd Party Reference]] acknowledges that failure to comply with The Guidelines will be deemed a material breach of this Agreement. [[2nd Party Reference]] agrees to provide in a timely manner upon Stanford's written request, but in any event not more than 10 business days, written evidence of compliance satisfactory to Stanford.

ARTICLE 24 **DIGITAL ACCESSIBILITY**

[[2nd Party Reference]] hereby warrants that the goods, services, and/or data to be provided under this Agreement conform with the Web Content Accessibility Guidelines 2.0, Level A and Level AA (WCAG 2.0, Level A and AA) standard. Upon Stanford's request, [[2nd Party Reference]] will provide accessibility documentation supporting conformance with the WCAG 2.0, Level A and AA standard and agrees to respond promptly to and resolve all issues regarding accessibility of its goods, services, and/or data which are brought to its attention.

ARTICLE 25 INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR).

- 25.1 In accordance with Stanford policy supporting its fundamental research mission, Stanford suppliers may NOT sell or ship any International Traffic in Arms (ITAR) controlled defense article or technical data, any dual-use “500/600 Series” item or technology, and any Wassenaar Arrangement Munitions List item, without express written preauthorization from Stanford’s Export Control Officer. Learn more about Stanford’s ITAR policy:
<https://fingate.stanford.edu/purchasing-contracts/policy/policy-and-initiative-information-suppliers#anchor-23966>.
- 25.2 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Section 889 of the FY 2019 National Defense Authorization Act (Public Law 115- 232) prohibits, among other things, the US government from contracting with any entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The prohibition in Section 889(a)(1)(B) applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Government contract. [[2nd Party Reference]] is therefore prohibited from providing to Stanford University or the US government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless otherwise permitted by laws. [[2nd Party Reference]] hereby represents that it has reviewed the definition of “covered telecommunications equipment or services” set forth in Federal Acquisition Regulation 52.204-25, as amended, and hereby represents and warrants that [[2nd Party Reference]] has not provided and will not provide any equipment, system, or service that uses covered telecommunications equipment or services to Stanford University in the performance of any contract, supply agreement, purchase order, or other agreement entered into between Stanford University and the [[2nd Party Reference]]. [[2nd Party Reference]] shall ensure that it is in compliance with Section 889 of Public Law 115-232 and is required to monitor the prohibited parties listing, which currently includes, without limitation, the following companies or any of their subsidiaries: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company.

ARTICLE 26 STANFORD SEXUAL HARASSMENT POLICY FOR CONTRACTORS.

Persons who work on Stanford University projects under contract, including supply vendors, must comply with the provisions of Stanford’s Sexual Harassment policy. Stanford defines Sexual Harassment as: “Unwelcome sexual advances, requests for sexual favors, and other visual, verbal or physical conduct of a sexual nature, between persons of the same or different gender, constitute sexual harassment when: (1) It is implicitly or explicitly suggested that submission to or rejection of the conduct will be a factor in academic or employment decisions or evaluations, or permission to participate in a Stanford activity; or (2) The conduct, whether subtle or blatant, has the purpose or effect of interfering with an individual’s academic or work performance by creating an intimidating, hostile or offensive academic, work or student living environment, such as persistent and unwanted communication of a sexual nature (e.g., in person, by phone, text, email, via social media) and applies to one incident if sufficiently severe or repeated behaviors over time.

For information, consultation, advice or to lodge a complaint, contact the Sexual Harassment Policy Office at 556 O'Connor Lane, Griffin Drell House, Room 101 Stanford, CA 94305-8210, (650) 724-2120; email to: harass@stanford.edu; website: <http://harass.stanford.edu>.

If Stanford determines that any Stanford employee, student, agent, representative or associate is being sexually harassed by a [[2nd Party Reference]] employee or subcontractor, the [[2nd Party Reference]] will immediately remove the employee or subcontractor from any and all Stanford University projects under contract. [[2nd Party Reference]] must operate in accordance with all federal, state and local laws and regulations, as well as Stanford's Code of Conduct which can be found at: <https://adminguide.stanford.edu/1-1-1>.

ARTICLE 27 SUPPLIER AND PAYEE REGISTRY SITE

[[2nd Party Reference]] is responsible for its access to, use of, and data accuracy within Stanford's approved vendor database. [[2nd Party Reference]] must verify and maintain the accuracy of its information in the database. [[2nd Party Reference]] is responsible for the security of its account access, must protect its account with a secure password, and keep its login information confidential. Stanford will treat any information updates associated with a valid login as authentic. Stanford is not responsible for unauthorized access to [[2nd Party Reference]]'s account, or inaccurate data resulting from a valid login, including, but not limited to, misdirection of funds.

ARTICLE 28 ORIGINAL SIGNATURES

Electronic signature, e-Signature, or e-Sign shall have full force and effect and will be considered original signatures for all purposes including, but not limited to, authentication of this document (or any amendment prepared and executed in accordance with the terms of this document) in any legal proceeding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first hereinabove written.

[[NAME (PRIMARY SECOND PARTY)]]

THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY

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