

SUU Workshops, Entertainment & Services Contract

1. PARTIES: This contract is between Southern Utah University, a body politic and corporate of the State of Utah located at 351 West University Boulevard, Cedar City, Utah 84720 (“SUU”), and the following independent contractor (“Contractor”):

REQUEST FOR TAXPAYER IDENTIFICATION				
Federal law requires that a W-9 form be on file for each person or entity to whom the University makes a non-payroll payment. Please, provide the following information (complete each box). If this information not provided, payments may be subject to federal income tax backup withholding and the contractor may be subject to a penalty imposed by the Internal Revenue Service under Section 6723.				
CONTRACTOR INFORMATION	LEGAL STATUS <i>(Check One)</i>			
Business/Individual Name: _____	EIN: _____	<input type="checkbox"/>	Individual	
Street Address: _____		<input type="checkbox"/>	Non-Profit Corp	
City: _____	State: _____	Zip: _____	<input type="checkbox"/>	LLC
Contact Person: _____		<input type="checkbox"/>	Corporation	
Telephone Numbers: _____		<input type="checkbox"/>	Partnership	
Email Address: _____		<input type="checkbox"/>	Government	

1. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is:
(List purpose, such performance, services provided, workshop, etc.)

2. CONTRACT DATE(S): _____

3. OBLIGATIONS OF SUU:

a.	
b.	
c.	

4. OBLIGATIONS OF CONTRACTOR:

a.	
b.	
c.	

5. COMPENSATION AMOUNT: _____

6. SPECIAL CONDITIONS: The following special conditions apply to this contract. Any conflict between a special condition and the Attachments referred to below will be resolved in favor of the special condition.

a.
b.
c.

7. ATTACHMENTS: The following attachments are attached hereto and made part of this Contract. Any conflicts between Attachment B and other Attachments, if any, will be resolved in favor of Attachment B. *[Include as attachments C, D, etc. any contract, any rider(s), or any technical specifications provided by the contractor.]*

Attachment A: SUU Standard Contract Terms & Conditions for Entertainment

Attachment B: SUU Government Entity Required Contractual Provisions Attachment (Version 7.5.2022)

Attachment C: _____

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

CONTRACTOR:

SUU: Southern Utah University

(Print Name of Contractor)

By: _____

By: _____

Its: _____ Date:

Its: _____ Date:

ATTACHMENT A

SUU STANDARD TERMS & CONDITIONS FOR ENTERTAINMENT AND WORKSHOPS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in the Southern Utah University (SUU) Purchasing Policies and Procedures, and all applicable sections of the Utah Procurement Code, Title 63G, Chapter 6, Utah Code Annotated, 1953, as amended, and all related statutes, regulations and rules which permit the University to purchase certain specified supplies and services, and other approved purchases.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in the Fifth Judicial District Court for Iron County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow Southern Utah University, Board of Regents, State and/or Federal auditors, and University Staff, access to all the records relating to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of Southern Utah University unless disclosure regarding such has been made in accordance with UCA Section 67-16-8, 1953, as amended.
6. **CONTRACTOR IS AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind SUU to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for SUU, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by SUU. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from SUU for these contract services. Persons employed by SUU and acting under the direction of SUU shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY:** The Contractor agrees to indemnify, hold harmless, and release the State of Utah and SUU, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the SUU's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
8. **INSURANCE:** The contractor shall maintain Comprehensive General Liability (including contractual liability for this agreement and products and completed operations coverage), Automobile Liability, and if applicable, Professional Liability Insurance, with a minimum single limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate for bodily injury (including death) and property damage liability. The contractor shall also maintain all employee related insurance, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees involved in performing services pursuant to this contract. The contractor's insurance carriers must be authorized to do business in Utah. The insurers and policy provisions must be acceptable to the University's Risk and Insurance Manager. Each of the Contractor's insurance policies shall include an endorsement that names SUU and its officers, and employees as additional insureds, and the policy shall provide SUU and its officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the Contractor's acts or omissions in connection with this Contract. The Contractor is not required, however, to obtain an "additional insured" endorsement for any Workers' Compensation or professional liability insurance policy. Contractor waives any right of subrogation against SUU and its officers and employees.
9. **EMPLOYMENT PRACTICES:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the workplace. Contractor also agrees to abide by any laws and policies of the State of Utah regarding any of the above mentioned prohibitions in this paragraph.
10. **SEVERABILITY CLAUSE:** If any provision of this contract is declared by a court of competent jurisdiction to be invalid, the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
12. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency or political subdivision of any governmental entity. If the Contractor cannot certify this statement, attach a written explanation for review by SUU. The Contractor must notify the SUU Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
13. **TERMINATION:** This Contract may be terminated with or without cause by either party, in advance of the specified performance date(s), upon sixty (60) days written notice being given by the other party. On termination of this contract, all out-of-pocket costs will be reimbursed to the non-terminating party.
14. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges SUU cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to SUU is reduced due to an order by the Legislature, Governor, Board of Regents, or is required by State law, or if federal funding (when applicable) is not provided, SUU may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from SUU upon 30 days written notice. In the case that funds are not appropriated or are reduced, SUU will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and SUU will not be liable for any future commitments, penalties, or liquidated damages.
15. **SALES TAX EXEMPTION:** SUU's State of Utah sales and use tax **exemption number is 11961541-002-STC**. The tangible personal property or services being purchased are being paid from SUU funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
16. **NOTIFICATION SUU HAS 501(c)(3) STATUS:** SUU has been granted 501(c)(3) status under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986. SUU's 501(c)(3) status may mean sales tax may not apply to a SUU contractor's purchase(s) directly associated with a SUU construction project; the contractor bears the entire responsibility to determine such with the State Tax Commission.
17. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the University under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: 1) the product will do what the salesperson said it would do; 2) the product will live up to all specific claims that the manufacturer makes in their advertisements; 3) the product will be suitable for the ordinary purposes for which such product is used; 4) the product will be suitable for any special purposes that the University has relied on the contractor's skill or judgment to consider when it advised the University about the product; 5) the product has been properly designed and manufactured; 6) the product is free of significant defects or unusual problems about which the University has not been warned. Remedies available to the University include the following: the contractor will repair or replace at no charge to the University the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the University may otherwise have under this contract.
18. **PUBLIC INFORMATION:** SUU is a governmental entity and thus subject to the Government Records Access and Management Act of the Utah Code, Section 63G-2-101 et seq., 1953, as may be amended ("GRAMA"). Pursuant to GRAMA, certain records within University's possession or control (including the Agreement) may be subject to public disclosure. University hereby informs Contractor that any person or entity that provides the University with records that such person or entity believes should be protected from disclosure for business reasons must, pursuant to Section 63G-2-309 of GRAMA, provide to the University, with the record, a written claim of business confidentiality and a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, the University may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to University's attorneys, accountants, consultants on a need-to-know basis.
19. **PAYMENT:** No advance deposit is required. Payment will be made by SUU check following the performance. No payment will be made for services not rendered.

20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold SUU, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of SUU.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for SUU to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract; 3. An indication that performer will not appear. If it is possible, depending on the scheduled date of the event, SUU will issue a written notice of default providing a ten (10) calendar day period in which Contractor will have an opportunity to cure including providing suitable assurance that Contractor will appear and perform as scheduled. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, SUU may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency including but not limited to epidemics, pandemics, and quarantines, such as the events connected with the 2019 novel coronavirus disease (COVID-19) [(h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give as much notice as reasonably practicable of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
24. **ATTORNEY FEES.** In the event it is necessary for either party to bring any action to enforce any of the terms of this Contract, it is agreed that the prevailing party will be entitled to its attorney's fees and costs.
25. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to SUU is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of SUU, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
26. **TRAVEL:** When applicable, reimbursement for travel costs shall be limited to amounts authorized by the State of Utah and SUU for airfare and per diem rates for employee travel.
27. **RECORDING OF PERFORMANCE:** SUU may record the performance for archival and/or educational purposes unless otherwise agreed. SUU advises that it cannot control, except by announcement prohibiting such, the use by third parties of cell phones or other personal electronic devices to make audio or video recordings of performance(s). Purchaser will not confiscate third party personal electronic devices.
28. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1) Attachment A: SUU Standard Terms & Conditions; 2) SUU Contract Signature Page(s); 3) SUU Additional Terms & Conditions, if any; 4) Contractor's proposal/bid response (incorporated into Agreement by reference); and, 5) Contractor Terms & Conditions, if any.
29. **ENTIRE AGREEMENT:** This contract, including all Attachments, and documents incorporated by reference hereunder, and the related SUU solicitation (if any) constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of SUU. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.
30. **ANTI-BOYCOTT ISRAEL:** In accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

ATTACHMENT B

SUU Government Entity Required Contractual Provisions Attachment (Version 7.5.2022)

This form contains mandatory contract provisions and must be attached to and specifically incorporated in all Southern Utah University (“SUU”) contractual agreements by adding the following statement to the main body of the contract: “The Provisions found in SUU Government Entity Required Contractual Provisions Attachment, ver. 7/5/22, which is attached hereto, are hereby incorporated in this Contract and made a part hereof.”

1. **CONTROLLING PROVISIONS:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract (including, without limitation, all other attachments) in which this attachment is incorporated. Any terms that conflict with or could be interpreted to conflict with this attachment are nullified. Further, work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of SUU, do not supersede any terms in the Contract (defined to include this attachment). The Parties agree that standard forms or documents shall not be considered written amendments of this Contract.

2. **JURISDICTION AND VENUE:** The Contract will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. The Parties will submit to the jurisdiction and venue of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof.

3. **THE ELEVENTH AMENDMENT:** The Eleventh Amendment is an inherent and incumbent protection of the State of Utah and need not be reserved, but prudence requires SUU to reiterate that nothing in or related to this Contract shall be deemed a waiver of the Eleventh Amendment.

4. **GOVERNMENT ENTITY LIABILITY, DAMAGES, WARRANTIES:** Contractor acknowledges that SUU is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101 *et seq.*, as amended (the “Act”), its exclusive liability is defined therein, and applies to SUU and this contract. Nothing in the Contract shall be construed as a waiver by SUU of any protections, rights, or defenses applicable to SUU under the Act, including without limitation, the provisions of § 63G-7-604 regarding limitation of judgments. Nothing in this Contract will be given the effect of requiring SUU or SUU entities to defend, hold harmless, or indemnify any Contractor or third party for any acts or omissions. Further, SUU does not agree to pay attorney fees of Contractor or any third party, except to the extent required by applicable law. Unless a longer period is stated in the Contract, the Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to SUU under this Contract for a period of one year from the date of completion or delivery, whichever is later. All warranties granted by the Uniform Commercial Code or the State of Utah apply to this Contract, as do warranties at common law including but not limited to the implied warranties of merchantability and fitness for a particular purpose. No provision in the Contract will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to SUU at law.

5. **INSURANCE:** Contractor acknowledges that SUU is insured through its participation in the Risk Management Fund of the State of Utah, *see* Utah Code Ann. § 63A-4-201. Nothing in the contract shall require SUU to carry different or additional insurance. Any request of SUU to name a party as additional insured shall be limited to naming such party as additional insured with respect to SUU’s negligent acts or omissions. Contractors who provide a service to SUU, have a presence on campus or whose products involve SUU and/or student data of any kind shall maintain applicable insurance policies to cover the services and products outlined in the Contract. Contractor’s insurance policies shall meet the [SUU Insurance Requirements](#), which are herein incorporated by reference.

6. **GOVERNMENT RECORDS:** As a government entity SUU is subject to the Government Records Access and Management Act, Utah Code Ann., § 63G-2-101 *et seq.*, as amended (“GRAMA”). Pursuant to GRAMA, certain records within SUU’s possession or control (including the contract) may be subject to public disclosure. Any person or entity that provides SUU with records that such person or entity believes should be protected from disclosure for business reasons must provide to SUU, *with the record*, a written claim of business confidentiality, including a concise statement of reasons supporting such claim, and a copy of the redacted record. *See* Utah Code Ann. § 63G-2-309. Notwithstanding any provision to the contrary in the contract, SUU may disclose any information or record to the extent required by GRAMA or otherwise required by law or reasonable business need.

7. **PATENTS, COPYRIGHTS, AND TRADEMARKS:** Notwithstanding any provision of the contract, Contractor agrees not to assert ownership or any interest in any SUU work product or other intellectual property, including any name or mark. The Contractor will release, indemnify and hold SUU, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor’s use of any copyrighted or non-copyrighted composition, trade secret, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this Contract. Nothing in the Contract grants to Contractor any right or interest in SUU’s names or marks, including such names as “Southern Utah University,” “SUU” or any derivation thereof.

8. **CONTRACTOR IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT of SUU:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind SUU to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for SUU, except as expressly set forth. Compensation stated in the Contract shall be the total amount payable to the Contractor by SUU. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from SUU for Contract services. Persons employed by SUU and acting under the direction of SUU shall not be deemed to be employees or agents of the Contractor.

9. **PRIVACY OF STUDENT RECORDS:** Contractor understands that SUU is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). To the extent Contractor possesses any education records of SUU’s students, Contractor is deemed to be a school official with a legitimate educational interest in the records and Contractor agrees to comply with FERPA and its regulations. Contractor specifically agrees that it shall use personally identifiable education records only for purposes related to this Contract, and shall not disclose such records to any third party without authorization from SUU. Contractor shall promptly report to SUU any request for, breach of the security of, or improper disclosure of, SUU student educational records.

10. **ANTI-BOYCOTT ISRAEL:** In accordance with Utah Code Ann. § 63G-27-101 *et seq.* Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract. This section does not apply to a contract with a total value of less than \$100,000; or a contract with a company that has fewer than 10 full-time employees.

11. **LEGAL COMPLIANCE:** Contractor and SUU shall comply with all applicable federal, state and local laws, codes, regulations, rules and orders in carrying out its obligations under the Contract. Without limiting the foregoing, Contractor expressly agrees to comply with all applicable state and federal anti-discrimination, ethics, and procurement laws. Contractor specifically agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment Version 7.5..22 or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 C.F.R. 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the workplace. Contractor also agrees to abide by SUU policies regarding any of the above-mentioned prohibitions and cooperate in good faith in related processes.

12. **RECORDS ADMINISTRATION:** The Contractor shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract. These records shall be retained by the Contractor for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow SUU, the Utah System of Higher Education, State and/or Federal auditors, and SUU Staff, access to all the records relating to this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

13. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of SUU unless disclosure regarding such has been made in accordance with Utah Code Ann. § 67-16-8, as amended.

14. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract), by any governmental department or agency or political subdivision of any governmental entity. If the Contractor cannot certify this statement, attach a written explanation for review by SUU. The Contractor must notify the SUU Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

15. **NON-APPROPRIATION OF FUNDS:** The Contractor acknowledges SUU cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to SUU is reduced due to an order by the Legislature, Governor, USHE, or is required by State law, or if federal funding (when applicable) is not provided, SUU may terminate this Contract or proportionately reduce the services and purchase obligations and the amount due from SUU upon 60 days written notice. In the case that funds are not appropriated or are reduced, SUU will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and SUU will not be liable for any future commitments, penalties, or liquidated damages.

16. **SALES TAX EXEMPTION:** SUU has been granted 501(c)(3) status under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986. SUU's State of Utah sales and use tax **exemption number is 11961541-002-STC**. Goods or services purchased are being paid from SUU funds and used in the exercise of essential functions. SUU's 501(c)(3) status may mean sales tax may not apply to a SUU Contractor's purchase(s) directly associated with SUU construction projects. Contractor bears responsibility to determine such with the State Tax Commission or the IRS.

17. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of SUU.

18. **FORCE MAJEURE:** Neither party will be held responsible for delay or default caused by fire, riot, pandemic, government regulation, acts of God and/or war beyond the party's reasonable control. The affected party shall promptly notify the other party immediately upon receiving information as to the existence of a Force Majeure condition affecting this Contract. The party affected by a Force Majeure condition shall make reasonable efforts to reduce the consequences of the Force Majeure condition and resume the performance of all relevant obligations as soon as possible after the termination of the Force Majeure condition. If force majeure lasts longer than 60 days and the parties fail to reach a resolution to continue to perform this Contract, SUU has the right to terminate this Contract by giving written notice to Contractor. Further, SUU may terminate this Contract at any time after determining a Force Majeure condition will reasonably prevent successful performance of the Contract.

Contractor Initials: [REDACTED] Date [REDACTED]