

MASTER AGREEMENT

#: VCU-OTHR-5564

This MASTER AGREEMENT (“Agreement”), is made and effective as of January 1, 2025 (“Effective Date”), by and between Virginia Commonwealth University, a corporation and an institution of higher education of the Commonwealth of Virginia, whose address is 912 West Grace Street, Richmond, VA 23298 (“VCU”, or “University”), and GRI LLC, with offices located at Plaza Professional Center, 696 Carr 6, Dorado, PR 00646, (“GRI” or “Contractor”). VCU and GRI are sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, VCU issued a Request For Proposals to solicit proposals for VCUarts Qatar Medical, Security, Travel Risk and Crisis Management Services-, RFP # 191330528AZ issued September 20th, 2024 (the RFP); and

WHEREAS, GRI submitted its proposal on October 9th, 2024, in response to the RFP, and VCU now desires to enter into this Agreement to govern the provision of such travel risk management and crisis response services, and

WHEREAS, GRI desires to perform such travel risk management and crisis response services on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Definitions. In addition to the terms defined elsewhere in this Agreement, including the Exhibits hereto, the following terms, when capitalized, shall be ascribed meaning, as follows:

“Annual Fees” – The amounts specified in in this Agreement to be paid by VCU to GRI on an annual basis, in advance, for services hereunder, including, but not limited to, the Services.

“Fees” – The amounts to be paid by VCU to GRI, including, but not limited to, Annual Fees, FFS Fees, and all other amounts specified, required or contemplated by this Agreement.

“FFS Fees” – The amounts to be paid by VCU to GRI in consideration of any FFS Services, as may be agreed by the parties from time to time in accordance with Section 2(f).

“GRI Contractor” – Any contractor, sub-contractor, or other outsourced third party provider that provides products or Services on GRI’s behalf pursuant to this Agreement.

“Member” – The individuals designated and paid for by VCU and identified to GRI, in accordance with Appendix B.

“Member Census” – The information and reports in Appendix B, as provided to and maintained by GRI, regarding Traveling Members.

“Services” – Those Services provided by or on behalf of GRI as described and set forth in Section 2 below and Appendix A, subject to the terms of this Agreement.

“Traveling Member” – Any Member who is more than 100 miles from the Home Address. Traveling Members are the only Members who will be provided with GRI Services.

II. CONTRACTOR RESPONSIBILITIES/SERVICES: GRI shall provide VCU with the Services in accordance with the terms of this Agreement and as set forth in Exhibit B (the “Services”). After GRI has verified that such VCU’s Traveling Member is eligible for Services, GRI will be in contact with VCU for any required approvals, direction or to provide periodic updates in connection with any such

Services. In addition to the Services set forth in Exhibit B, GRI shall provide VCU and/or its Traveling Members the following Services:

(a) Legal Locator Services. GRI will make all reasonable efforts to provide VCU and/or its Traveling Members with names, addresses and telephone numbers for local legal professionals. VCU shall be solely responsible for the selection and payment of any associated costs. GRI's Services shall not constitute an endorsement, representation or warranty regarding the quality, professional competence or results from the use or services provided by any such legal professional.

(b) Telephonic Interpretation Services. GRI will make all reasonable efforts to arrange for telephonic translation requested. VCU shall reimburse GRI for any expenses incurred upon invoice.

(c) Passport & Visa Services. GRI will make all reasonable efforts to assist a Traveling Member in replacement of lost or stolen passport and visa documents. VCU shall reimburse GRI for any expenses incurred upon invoice.

(d) Emergency Message Relay. GRI will make all reasonable efforts to relay emergency messages to individuals designated by VCU and/or Traveling Member.

(e) Emergency Cash Advance. GRI may, in its sole discretion, provide a reasonable amount of emergency cash, not to exceed US\$5,000, to a Traveling Member upon VCU's request and GRI receiving satisfactory guarantee of repayment by VCU, which may include but is not limited to, requirements in writing by VCU and/or by VCU's approved financial institution. VCU shall reimburse GRI for the amount of any such advance, including any additional costs/fees incurred by GRI, within 7 days of GRI's payment.

(f) Fee-for-Service Services. At the request of VCU, GRI may in its sole discretion, provide services that are outside the scope of the Services defined in this Agreement, or provide Services or other services to individuals that are not qualified or eligible Traveling Members, on a fee-for-service basis ("FFS Services"). Upon receiving VCU's request for any FFS Services, GRI shall advise VCU of approximate costs, if possible, and other terms required by GRI to provide such FFS Services, which may include but are not limited to, payment in advance and/or a retainer, written guarantee of payment by VCU (including any additional unforeseen costs), signature of any related documents, statements of work ("SOW") and agreements or such other terms and conditions as GRI may require. Unless VCU accepts and complies with such terms, GRI shall be under no obligation to provide such FFS Services.

(g) GRI shall not be under any obligation to pay for or provide any products or services not explicitly set forth in this Agreement, including but not limited to, reimbursement of any hospital, medical expenses, transport or any services not arranged and provided by GRI. Any such expenses shall be the sole responsibility of VCU. VCU acknowledges and agrees that this Agreement relates only to the rendering of services and the provision of certain related products as specified herein. This Agreement is not, nor shall it be deemed as or construed as, a policy of insurance of any kind or nature.

III. TERM and RENEWAL OF AGREEMENT: This Agreement shall have a three (3) year initial term (the "Initial Term") and may be renewed upon mutual written agreement of authorized representatives of both Parties for two (2) successive three (3) year period (the "Renewal Term") under the terms

and conditions of this original Agreement or as otherwise agreed in writing by the Parties at such time.

IV. FEES: All Fees are due and payable according to the invoices submitted by GRI to VCU, or as otherwise provided in this Agreement. All payments made hereunder are non-refundable, and shall be made in full without set-off or reduction of any kind. VCU shall pay all costs associated with remitting payment to GRI, including all processing, online and any other fees incurred by either VCU or GRI. GRI shall have the right to withhold or terminate provision of any services, including but not limited to the Services, in GRI’s sole discretion, should any payment not be received within seven (7) days of the due date for such payment. Interest charges imposed due to late payment may not exceed those permitted by §§ 42-45 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth* (similar to the Virginia Prompt Payment Act). Fees appearing to be incorrect will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached.

Payment Method: Check
 Payment Terms: Net 30

All invoices will reflect the VCU Purchase Order number and will be emailed to VCU.Invoices@trustflows.com or mailed to Accounts Payable, Box 3985, Scranton, PA 18505. For additional information regarding proper invoicing practices follow the link below. <https://procurement.vcu.edu/for-suppliers/vendor-invoicing--payment/>

The following sets forth the category, number and Annual Fees for Traveling Members. All Annual Fees shall be paid to GRI in advance, prior to Travel. GRI shall invoice VCU for each subsequent year in accordance with the most recent Member Census at least thirty (30) days prior to the anniversary date, and the Annual Fees for such year shall be due prior to the commencement of such subsequent year.

	CATEGORY	NUMBER OF MEMBERS	ANNUAL FEE PER MEMBER	GRID	TOTAL
YEAR 1	FAMILY	102	\$ 430.01	\$ 9568.50	\$123,704.78
	INDIVIDUAL	75	\$ 287.70		
	STUDENT	332	\$ 146.68		
YEAR 2	FAMILY	102	\$ 442.03	\$ 9568.50	\$128,040.48
	INDIVIDUAL	75	\$ 307.56		
	STUDENT	332	\$ 151.56		
YEAR 3	FAMILY	102	\$ 454.06	\$ 9568.50	\$130,001.52
	INDIVIDUAL	75	\$ 295.70		
	STUDENT	332	\$ 156.45		

VCU certifies that the names, demographic and travel information for all Traveling Members in Appendix B are accurate to the best of VCU’s knowledge. VCU understands the Annual Fees are based upon the accuracy of such information. Clientt will provide the Member Census in accordance with Appendix B. VCU acknowledges and agrees that GRI will only be obligated to provide services

hereunder, including but not limited to, the Services, based upon the Member Census and in reliance on the accuracy of all Member Census information provided by VCU.

All communications related to this Agreement shall be directed to the parties' respective Point of Contact personnel ("POC"), as may be identified in writing from time to time, for all matters related to the Services. In the event GRI is contacted by a Traveling Member or VCU, VCU understands and agrees that it shall provide POC(s) who are authorized to: (a) verify the eligibility of a Traveling Member; and/or (b) select, approve and if necessary make payment for Services, including but not limited to Advisory and/or FFS Services, on behalf of VCU as required. VCU agrees that at least one of these POC(s) will be available to GRI on a 24/7/365 basis. GRI shall not be liable from any claims or damages of any kind arising directly or indirectly from any delay or denial of Services caused by the failure of VCU to have a POC available, VCU's failure to verify a Traveling Member's eligibility for Services or VCU's failure to expeditiously approve, disapprove or pay for any Services.

VCU shall obtain or assist GRI or any GRI Contractor in obtaining, all authorizations requested by GRI for the release to, from or among GRI, VCU, GRI Contractors and third party medical providers and facilities of any confidential Traveling Member information relevant for the successful performance of any services, including but not limited to the Services, such as financial information, patient medical records, histories, examinations and tests, medical images including photographs, x-rays or other images, output data from medical devices, and sound and video files ("Personal Information"). VCU shall also obtain or assist GRI or any GRI Contractor in obtaining all consents, releases and/or authorizations from Traveling Members requested by GRI for provisions of services, including but not limited to the Services.

V. GENERAL TERMS AND CONDITIONS:

- A. APPLICABLE LAW AND COURTS:** This Agreement shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to choice of law principles. The Parties agree that all disputes arising under this Agreement shall be brought in the state or federal courts located in Richmond, Virginia. To the extent any provision of the Agreement is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to VCU's status as an agency of the Commonwealth of Virginia, such provision is null and void. Each party shall be responsible for its own legal fees and costs unless otherwise ordered by a court of law.
- B. ARBITRATION:** Neither Party shall be compelled to arbitrate any matter or otherwise be subject to any form of alternative dispute resolution, but may request and/or opt to participate in alternative dispute resolution in its sole discretion.
- C. WAIVER OF CLAIMS:** Notwithstanding anything contained herein to the contrary, VCU is an agency of the Commonwealth of Virginia and as such, pursuant to § 2.2-514 of the *Code of Virginia (Virginia Code)*, cannot waive or settle legal claims that VCU may have against another party nor may VCU bestow any right or obligation that is beyond the duly granted authority of the signatory to bestow or incur on behalf of the Commonwealth of Virginia.
- D. ANTI-DISCRIMINATION:** Contractor certifies to the University that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975 (VFECA), as amended, the Virginians With Disabilities Act (VDA), the Americans With Disabilities Act (ADA) and § 9 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth t*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's

religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. ((§ 36 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth*)).

1. During the performance of this Agreement, the Contractor agrees as follows:
 - a. VCU is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor who performs work relative to this RFP.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Contractor certifies that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. ANTITRUST: By entering into a contract, Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Agreement.
- G. ASSIGNMENT OF AGREEMENT: The Agreement shall not be assignable by either Party in whole or in part without the written consent of the other Party, which shall not be unreasonably withheld or delayed.
- H. TESTING AND INSPECTION: To the extent applicable, VCU reserves the right to conduct

any testing/inspection it may deem advisable to assure goods and services conform to the specifications/Agreement.

I. TERMINATION OF AGREEMENT:

1. Either Party may terminate this Agreement if the other Party materially breaches this Agreement and such breach is not cured within thirty (30) days after written notice to the breaching Party.
- J. NOTICE: All notices provided hereunder in regard to default, claims, actions, or similar events shall be in writing and delivered personally, or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective party at the following addresses:

For VCU:
Director, Procurement Services
912 West Grace Street, 5th Floor
Richmond, Virginia 23298-0327

For Contractor:
Legal Department
Plaza Professional Center, 696 Carr 6
Dorado, PR 00646

Any notice sent by any other means shall not be considered duly given or delivered unless the receiving party affirmatively acknowledges receipt. Notices with respect to any services and communications specifically for day-to-day servicing purposes shall be sent to the designated points of contact as specified by each Party.

- K. TAXES: Contractor acknowledges all sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Agreement shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- L. FAILURE TO DELIVER GOODS OR SERVICES: In case of failure to deliver goods or services in accordance with the Agreement terms and conditions, VCU, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which VCU may have.
- M. SHIPPING: Contractor shall ship all goods FOB destination at the actual freight rate based upon the actual weight of the goods to be shipped. All prices unless otherwise specified are F.O.B. Destination, Freight Prepaid and Allowed.
- N. INSURANCE: Contractor certifies it will have the following insurance coverages, and any insurance otherwise required by applicable law, throughout the entire term of the Agreement, as well as renewal terms. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth and Virginia Code* § 65.2-800 et seq. Contractor further certifies all insurance coverage will be

provided by insurance companies authorized by the Virginia State Corporation Commission to sell insurance in Virginia. Minimum Insurance Coverages and Limits Required for Most Contracts:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Virginia Code* § 65.2-800 et seq. during the course of the contract, shall be in noncompliance with the contract.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products, and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (applicable only if motor vehicle is to be used in performance of this Agreement)
 5. Cyber Security Liability - \$5,000,000 (applicable as determined by the University)
 6. The Commonwealth of Virginia, Virginia Commonwealth University, its directors, officers, employees and agents are additional insureds with respect to the applicable insurance policy, as noted on the contractual insurance requirements.
- O. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) includes the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor providing services under this Agreement. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.
- P. NONDISCRIMINATION: As applicable, federal law requires compliance with the following:
1. 41 CFR § 60-1.4(a). Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin, and require affirmative action to employee and advance in employment qualified individuals without regard to race, color, religion, sex,

sexual orientation, gender identity or national origin.

2. 41 CFR § 60-300.5(a) and 41 CFR§ 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability (41 CFR § 60-741.5(a)) and protected veteran status (41 CFR§ 60-300.5(a)), and require affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- Q. FERPA: To the extent that University provides to Contractor any identifiable student information, including student address, phone number and email address, the University hereby designates Contractor as a school official with a legitimate educational interest in using such student information, and Contractor agrees to use such information only for the purpose of fulfilling its obligations under this Agreement. Contractor further agrees not to disclose any such student information to any individual other than the student except as required by applicable law, rule or regulation or court or governmental order or as authorized in writing by the University or the individual student. Contractor acknowledges that this protection of student information is necessary for the University's compliance with the *Virginia Code* § 23.1-405(C) and the federal Family Educational Rights and Privacy Act (FERPA).
- R. CONFIDENTIAL INFORMATION: "Confidential Information" means all information of a party ("Disclosing party") disclosed or made available to the other party ("Receiving party") that (i) is clearly marked or identified as such at the time of disclosure or within a reasonable time thereafter; or (ii) should be reasonably known by the Receiving party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. Confidential Information of VCU shall include, but not be limited to information about VCU personnel and students of VCU (including Personal Information) to the extent such information is not available to the public domain in accordance with the laws of the Commonwealth of Virginia and FERPA. Contractor shall use its reasonable efforts to prevent and protect Confidential Information from unauthorized use or disclosure, with at least the same degree of care that Contractor uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care under the circumstances. Each Party will only disclose the other Party's Confidential Information to its employees, consultants, or subcontractors only on a need-to-know basis, provided that such employees or subcontractors are subject to confidentiality obligations no less restrictive than those contained herein. Upon the completion of the Services and upon request of VCU, Contractor shall return all Confidential Information received in written format, including copies or reproductions or other media containing Confidential Information within seven (7) calendar days of such request.
- S. VA FOIA: Nothing contained herein is intended to limit VCU's compliance with the Virginia Freedom of Information Act ("VFOIA"). For clarity, contracts and pricing between VCU and its vendors are not considered to be exempt from VFOIA requests.
- T. LIMITATION OF LIABILITY/RESPONSIBILITY:
1. Limitation of Liability. To the extent allowed by applicable law, in no event shall GRI, GRI's officers, employees, directors, managers, shareholders, agents, legal counsel, accountants, guarantors, GRI Contractors, GRI affiliates and subsidiaries (collectively "GRI Entities") be liable for any indirect, punitive, incidental, special, consequential loss or damages whatsoever in connection with this Agreement, including, without limitation, any products and services contemplated by this Agreement. GRI's maximum liability for

any matter arising, directly or indirectly, in connection with this Agreement shall not exceed the amount of Annual Fees paid to GRI by VCU in the most recent calendar year. VCU acknowledges that receiving the type of services contemplated hereby and/or described herein, including, without limitation, the Services, can be extremely risky, hazardous, that no results can be guaranteed and that GRI makes no representation or warranty of any kind or nature with respect thereto, express or implied.

2. Representations to Third Parties. VCU shall not make any false claims or misrepresentations to any Traveling Member or third party concerning GRI or its products and services, including but not limited to, the Services, or make any claims, representations, warranties or guarantees to any Traveling Member or third party that are inconsistent with this Agreement. The GRI Entities shall not be liable for any third party claims asserted against GRI Entities or VCU based on any such claims, representations, warranties or guarantees

3. No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any person or entity, other than VCU, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. Without limiting the generality of the foregoing, VCU understands and agrees that this Agreement is made by and between VCU and GRI, and that no Traveling Member shall be deemed to have any right or interest hereunder, directly or indirectly, nor shall any Traveling Member or employee of VCU be deemed a third party beneficiary of any right, duty or obligation hereunder.

- U. STATUTORY DAMAGES: VCU is not authorized to waive damages granted or otherwise available by statute.
- V. SOVEREIGN IMMUNITY: VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (Virginia Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this Agreement shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth. The total cumulative liability of the University, its officers, employees, and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to this contract, shall not under any circumstance exceed payment of the maximum purchase price.
- W. FORCE MAJEURE: Neither Party will be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond either Party's reasonable control, including without limitation, war, strikes or labor disputes, civil disturbances, fires, natural disasters, pandemics, including if VCU, in its sole discretion, must close a campus location or take other restrictive actions due to concerns related to the COVID-19 pandemic or acts of God. If the delay or failure in the performance of the Party claiming Force Majeure continues for thirty (30) days or more, then the Party not claiming Force Majeure may terminate this Agreement by written notice to the other Party without penalty. Any funds paid will be reimbursed pro rata based on Services not provided
- X. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth

of Virginia, whichever is sooner. The University, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

- Y. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent the funds are appropriated, or otherwise made available, from the Virginia General Assembly or other funding source, or which funds may hereafter be provided for the purpose of this Agreement.
- Z. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited as may be mutually agreed. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Contract.
- AA. REALSOURCE REGISTRATION: This Agreement shall result in a purchase order or purchase orders issued via VCU's source-to-pay platform, RealSource. Contractor shall register in RealSource upon award of contract. For information on registering, visit realsource.vcu.edu. Registration is free, and registered vendors shall have access to purchase order, invoice, and payment information. Contractor is responsible for the security of its RealSource portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information. If this is a cooperative procurement, this clause shall apply to orders placed by VCU only.
- BB. eVA REGISTRATION AND FEES: Contractor agrees to self-register with the Commonwealth of Virginia's electronic procurement system, eVA (information on eVA can be found at <http://www.eva.virginia.gov>), and agrees to maintain self-registered status for the duration of this Contract. The Commonwealth shall assess eVA transaction fees as specified below for each order resulting from this Contract. The Vendor Transaction Fee is:
 - 1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - 2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified Vendor Transaction Fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and the invoice is payable 30 days after the invoice date.

Contractor is responsible for the security of its eVA account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to Contractor's failure to update or protect its account information.

- CC. SWAM REPORTING: Contractor will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January.

Contractor will submit the quarterly SWAM business reports, based upon the Contractor's proposed commitment to:

VCU SWaM Reporting

E-mail: swamreporting@vcu.edu

The quarterly SWAM business reports will contain the following information:

1. SWAM firms' name, address and phone number with which Contractor has contracted over the specified quarterly period.
2. Contact person at the SWAM firm who has knowledge of the specified information.
3. Type of goods and/or services provided over the specified period of time.
4. Total amount paid to the SWAM firm as it relates to the University's account.

VI. SPECIAL TERMS AND CONDITIONS:

- A. **ADVERTISING:** Contractor shall not state in any of its advertising or product literature that the University, the Commonwealth of Virginia, or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **TRADEMARKS/LOGOS:** The University retains all rights, title and interest to its trademarks, logos and other intellectual property. Contractor shall first submit a request in writing to the VCU Division of University Relations prior to use of any VCU marks, name, or logos.
- C. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of this Agreement. Such notice shall also advise the duration of the specific sale or discount price.
- D. **ADDITIONAL USERS OF AGREEMENT:** It is the University's intent to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University-related foundation (Additional Users) may access this Agreement if authorized by Contractor.

To that end and if agreeable with the Contractor, upon written request from Additional Users the Contractor may allow access to the contract. Although the University desires to provide access on such contract to Additional Users, the Contractor is not required to provide such access. A Contractor's willingness to provide this access to Additional Users, will not be a consideration in awarding this contract. Although the Additional Users have access to any resulting contract,

Additional Users are not bound to use the contract and any use of the contract is strictly optional. If the Additional Users choose to access the contract and the Contractor agrees to such access, the terms and conditions of the contract will be in full force and effect as between the Additional Users and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from an Additional User accessing the contract. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another Additional User that accessed this contract.

- E. **GRAMM-LEACH-BLILEY ACT:** The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit, and tax information.
- F. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written

consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the University with the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.

- G. **CRIMINAL BACKGROUND INVESTIGATION:** If Contractor employees and agents will be on the VCU campus, or have access to protected data as defined herein, Contractor must comply with the following: Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential or proprietary information, or data about VCU personnel or students, have passed a criminal background check pursuant to the *Virginia Code* § 2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies found at:

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>

Specifically, Contractor shall ensure an investigation is conducted by a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years. Convictions related to drugs, violence and/or sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors, and institutional resources.

- H. **IDENTIFICATION CARDS:** All Contractor employees authorized to work at VCU must obtain a VCU identification card. Information on obtaining a card is available at <http://vcucard.vcu.edu/>. Contractor's employees must wear their VCU identification when they are on VCU property.
- I. **REPRESENTATIONS AND WARRANTIES:** All representations and warranties made by the University are made to the best of its knowledge at the time the representation or warranty is made. University will use its best efforts to comply with all conditions and restrictions on its accounts and the services provided hereunder.
- J. **SECTION 508 COMPLIANCE:** All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of the University (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended. It is expressly understood and agreed that the GRID Service made available hereunder shall NOT be deemed Technology under this Agreement. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology clause below shall be construed to achieve full compliance with the Information Technology Access Act, *Virginia Code* §§ 2.2-3500 through 2.2-3504.
- K. **NONVISUAL ACCESS TO TECHNOLOGY:** All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:
1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 2. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or

visually impaired user of the Technology interacts;

3. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
4. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if University determines (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available. Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices. If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, *Virginia Code* §§ 2.2-3500 through 2.2-3504.

VII. FEDERAL TERMS AND CONDITIONS:

- A. For Contracts funded by a U.S. Government grant or contract, the following provisions found in Appendix II of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (2 CFR Part 200, et al) shall be incorporated and made a part of this Agreement.
 1. Equal Employment Opportunity (Executive Order (E.O) 11246 as amended by E.O. 11375 and supplemented by 41 CFR Part 60).
 2. For construction with Federal funds: the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by 29 CFR Part 5
 3. Copeland “Anti-Kickback” Act (40 U.S.C. § 3145 and 29 CFR Part 3).
 4. Where applicable, the Agreement Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by 29 CFR Part 5.
 5. For non-profit organizations and small business, patent rights will be governed by 37 CFR Part 401, “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Contracts.”
 6. The Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251- 1387.), as amended.
 7. Mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).
 8. When applicable, this Agreement is subject to Debarment and Suspension (E.O. 12549 and E.O.12689) as provided in 2 CFR Part 180.

- 9. The Byrd Anti-Lobbying Amendment (31 U. S. C. §1352): awards of \$100,000.00 or more will file the required certification.
- 10. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

VIII. INFORMATION SECURITY / DATA PRIVACY:

A. The University’s Data and Intellectual Property Protection Addendum is attached and incorporated herein as Exhibit A.

IX. ENTIRE AGREEMENT: This Agreement, including the Exhibits hereto (which are incorporated herein by this reference) represents the entire agreement between GRI and VCU regarding the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between GRI and VCU. In the event of a conflict between the terms set forth herein and any of the Exhibits hereto, this Agreement shall control. This Agreement may only be changed in writing, with the signature of GRI and VCU. The section and paragraph headings appearing in this Agreement are inserted only as a matter of convenience and are not part of this Agreement and shall not be given any legal effect.

X. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A copy, electronic or physical, of this Agreement containing the authorized signature of all parties shall be considered valid and enforceable. By signing and delivering this Agreement and/or any schedule, exhibit, amendment, or addendum thereto, the delivering party represents to the other party that the delivering party has not made any changes to such document from the draft most-recently provided to the delivering party by the other party unless the delivering party has expressly called such changes to the other party’s attention in writing (e.g. by “redlining” the document or by a comment memo or email).

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates designated below.

VIRGINIA COMMONWEALTH UNIVERSITY

Signed by:
By: John McHugh
EE6DA7427C67468...

Name: John McHugh

Title: Director of Procurement Service

Date: 12/16/2024

GRI LLC

By: Melissa Roth Richards

Name: Melissa Roth Richards

Title: General Counsel

Date: 12/12/24



VCU

EXHIBIT A Data Protection Addendum

FIRM¹: GRI LLC

This Data Protection Addendum (“Addendum”) is by and between **Virginia Commonwealth University** (“VCU”) and the **Firm** (each a “Party” and collectively the “Parties”). It is applicable only in those situations where the Firm provides goods or services under which necessitate that the Firm create, obtain, transmit, use, maintain, process, or dispose of VCU Data² (as defined in the Definitions Section of this Addendum) in order to fulfill its obligations to VCU.

1. DEFINITIONS

- a. “End User” means an individual authorized by VCU to access and use the Services provided by the Firm under this agreement.
- b. “Protected VCU Data” includes all data defined as Highly Sensitive, Sensitive, or Internal Use data that is not intentionally made generally available by VCU on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student, and personnel data.
- c. “Securely Destroy” means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88, REV 1 guidelines relevant to data categorized as high security.
- d. “Security Breach” means the unauthorized access, use or disclosure that compromises or threatens to compromise the confidentiality, integrity, or availability of VCU Data
- e. “Services” means any goods or services acquired by VCU from the Firm.
- f. “VCU Data” includes Protected VCU Data and any other information that is created, possessed or used by VCU or is intentionally made generally available by VCU on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student, and personnel data.
- g. “Audit” includes or may include a chronological record that reconstructs and examines the sequence of activities surrounding or leading to a specific operation, procedure, or event in a security-relevant transaction from inception to final result.

¹ The term “Firm” shall have the same meaning and be interchangeable with the terms “Vendor”, “Supplier” and/or “Contractor” as such terms may be used/referenced in this Addendum or the underlying agreement.

² If the Firm providing goods or services to VCU will receive, create, or come into non-incident contact with patient or VCU health plan participant Protected Health Information (PHI) as that term is defined in 45 C.F.R. § 160.103, the Firm may be a Business Associate, and agrees to abide by the terms and conditions of the Business Associate Addendum in addition to the Data Protection Addendum should a determination be made that the Firm is a BAA.

2. RIGHTS AND LICENSE IN AND TO VCU DATA

The parties agree that as between them, all rights including all intellectual property rights in and to VCU Data shall remain the exclusive property of VCU, and Firm has a limited, nonexclusive license to use these data as provided in this agreement solely for the purpose of performing its obligations hereunder. This agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the agreement.

3. DATA PRIVACY

- a. Firm will use VCU Data only for the purpose of fulfilling its duties under this agreement and will not share such data with or disclose it to any third party without the prior written consent of VCU, except as required by this agreement or as otherwise required by law.
- b. Protected VCU Data will not be stored outside the United States without prior written consent from VCU.
- c. Firm will provide access to VCU Data only to its employees and subcontractors who need to access the data to fulfill Firm obligations under this agreement. Firm will ensure that employees who perform work under this agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this agreement.
- d. The following provision applies only if Firm will have access to VCU's education records as defined under the Family Educational Rights and Privacy Act (FERPA): The Firm acknowledges that for the purposes of this agreement it will be designated as a "school official" with "legitimate educational interests" in VCU education records, as those terms have been defined under FERPA and its implementing regulations, and the Firm agrees to abide by the limitations and requirements imposed on school officials. Firm will use the education records only for the purpose of fulfilling its duties under this agreement for VCU's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by VCU.

4. DATA SECURITY, INTEGRITY, AND CONFIDENTIALITY

- a. Firm will take reasonable measures, including the use of industry standard administrative, technical, and physical controls, such as redundant backups, access control and auditing, to protect VCU Data to ensure the integrity and availability of VCU Data against deterioration or degradation of data quality and authenticity. The Selected Firm will be responsible during the terms of this agreement, unless otherwise specified elsewhere in this agreement, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
- b. Firm will store and process VCU Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, such as network and system protection, access controls, and security auditing and monitoring, and to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will ensure the confidentiality and overall security of VCU Data, and be no less protective than those used to secure Firm's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Firm warrants that all electronic VCU Data will be encrypted in transmission (including via web interface) in accordance with industry best practices in data encryption.

- c. If the Firm stores, transmits, or processes Protected VCU Data as part of this agreement, the Firm warrants that the information will be stored in accordance with the practices and controls stated in the latest version of National Institute of Standards and Technology Special Publication 800-53 Moderate or the International Organization for Standardization and the International Electrotechnical Commission 27002 (ISO/IEC 27002).
- d. Firm will use reasonable, appropriate industry-standard and up-to-date security tools and technologies in providing Services under this agreement.

5. EMPLOYEE BACKGROUND CHECKS AND QUALIFICATIONS

Firm shall ensure that its employees who will have potential access to VCU Data have passed reasonable and appropriate background screening and possess the qualifications and training to comply with the terms of this agreement.

6. SECURITY BREACH

- a. Response. Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest an actual or suspected Security Breach of VCU Data, Firm will immediately notify VCU consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with VCU's investigation of and response to the incident. Except as otherwise required by law, Firm will not provide notice of an actual or suspected Security Breach directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from VCU.
- b. Liability. If Firm must under this agreement create, obtain, transmit, use, maintain, process, or dispose of Protected VCU Data, in addition to any other remedies available to VCU under law or equity, Firm will reimburse VCU in full for all costs not covered by vendor's insurance incurred by VCU in investigation and remediation of any Security Breach caused by Firm, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Protected VCU Data exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

7. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA

- a. Except as otherwise expressly prohibited by law, Firm will immediately notify VCU of Firm's receipt of any subpoenas, warrants, or other legal orders, demands or requests seeking VCU Data; consult with VCU regarding its response; cooperate with VCU's reasonable requests in connection with efforts by VCU to intervene and quash or modify the legal order, demand or request; and provide VCU with a copy of its response.
- b. If VCU receives a subpoena, warrant, or other legal order, demand or request (including request pursuant to the Virginia Freedom of Information Act) seeking VCU Data maintained by Firm, VCU will promptly provide a copy to Firm. Firm will promptly supply VCU with copies of data required for VCU to respond in a timely manner, and will cooperate with VCU's reasonable requests in connection with its response.

8. DATA TRANSFER UPON TERMINATION OR EXPIRATION

- a. Upon termination or expiration of this agreement, Firm will ensure that all VCU Data are securely returned or destroyed as directed by VCU in its sole discretion. Transfer to VCU or a third party designated by VCU shall occur within a reasonable period of time, and without significant interruption in service. Firm shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of VCU or its transferee, and to the extent technologically feasible, that VCU will have reasonable access to VCU Data during the transition.
- b. Upon termination or expiration of this agreement, and after any requested transfer of data, Firm must Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Firm might have transferred VCU data. The Firm agrees to provide documentation of data destruction to VCU.
- c. Firm will notify VCU of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing VCU access to Firm's facilities to remove and destroy VCU- owned assets and data. Firm shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to VCU. Firm will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to VCU. Firm will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on VCU, all such work to be coordinated and performed in advance of the formal, final transition date.

9. AUDITS

- a. VCU reserves the right in its sole discretion to perform audits of Firm at VCU's expense to ensure compliance with the terms of this agreement. The Firm shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Firm must create, obtain, transmit, use, maintain, process, or dispose of VCU Data.
- b. If the Firm must under this agreement create, access, obtain, transmit, use, maintain, process, or dispose of Protected VCU Data or financial or business data which has been identified to the Firm as having the potential to affect the accuracy of VCU's financial statements, Firm will at its expense complete and keep up-to-date the latest Higher Education Collaborative Vendor Assessment Toolkit (HECVAT) Full Version questionnaire; conduct or have conducted, at least annually, a security audit by a third party with audit scope and objectives deemed sufficient by VCU, which attests the Firm's security policies, procedures, and controls; vulnerability scan by a third party of Firm's electronic systems and facilities that are used in any way to deliver electronic services under this agreement; assessments of the Firm's own service providers ("subservice providers") that are used by the firm to provide services to VCU; and formal penetration test by a third party of Firm's electronic systems and facilities that are used in any way to deliver electronic services under this agreement.
- c. Additionally, the Firm will provide VCU upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this agreement. VCU may require, at VCU expense, the Firm to perform additional audits and tests, the results of which will be provided promptly to VCU.

10. COMPLIANCE

- a. Firm will comply with all applicable laws and industry standards in performing services under this agreement. Any Firm personnel visiting VCU's facilities will comply with all applicable VCU policies regarding access to, use of, and conduct within such facilities. VCU will provide copies of such policies to Firm upon request.
- b. Firm warrants that the service it will provide to VCU is fully compliant with all state and federal laws, regulations, industry codes, and guidance that may be applicable to the service, which may include:
 - 1) any applicable national, federal, state or local law, rule, directive or regulation relating to the privacy of personal information, including, without limitation, the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and its implementing regulations ("FERPA), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy and Security Rules issued thereunder, the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), the Financial Modernization Act of 1999 ("Gramm-Leach-Bliley Act"), the Fair Credit Reporting Act as amended by the Fair and Accurate Credit Transactions Act, the Americans with Disabilities Act, Section 508 of the Rehabilitation Act (29 U.S.C. 794d, as amended, and the Virginia Consumer Data Protection Act;
 - 2) any privacy policy or practice applicable to any personal information that Customer or any User accesses, uses, collects, or maintains hereunder, including, without limitation any practice required in connection with the processing of credit card data, including the Payment Card Industry Data Security Standards ("PCI-DSS"); and
 - 3) Federal Export Administration Regulations, Federal Acquisitions Regulations, Defense Federal Acquisitions Regulations and Department of Education guidance.
- c. If PCI-DSS is applicable to the Firm service provided to VCU, the Firm agrees to: Store, transmit, and process VCU Data in scope of the PCI-DSS in compliance with the PCI-DSS; and Attest that any third-party providing services in scope of PCI-DSS under this agreement will store, transmit, and process VCU Data in scope of the PCI-DSS in compliance with the PCI-DSS; and Provide either proof of PCI-DSS compliance or a certification (from a recognized third-party security auditing firm), within 10 business days of the request, verifying Firm/Vendor and any third party who stores, transmits, or processes VCU data in scope of PCI-DSS as part of the services provided under this agreement maintains ongoing compliance under PCI-DSS as it changes over time; and Store, transmit, and process any VCU Data in scope of the PCI DSS in a manner that does not bring VCU's network into PCI-DSS scope; and Attest that any third-party providing services in scope of PCI-DSS under this agreement will store, transmit, and process VCU Data in scope of the PCI-DSS in a manner that does not bring VCU's network into PCI DSS scope.

11. SURVIVAL

The Firm's obligations under Section 8 shall survive termination of this agreement until all VCU Data has been returned or Securely Destroyed.

EXHIBIT B

Services

- 1. Definitions.** In addition to the terms defined elsewhere in this Agreement the following terms, when capitalized, shall be ascribed meaning as follows:

“Extended Plan Member” or “EPM” – A Traveling Member who is between the age of 75 – 85 and who has properly completed and submitted an Extended Plan application to GRI that has been approved by GRI’s medical professionals prior to Traveling.

“Family Membership” – Consists of a Member or a spouse of the domestic partner of a Member and/or all dependents of Member (defined as children under 18, children aged 18-23 engaged in a full-time course of study in Qatar, children with a documented medical disability, and domestic workers or other family members legally sponsored in Qatar by the Member or Member’s spouse) whose Membership has been paid for by VCU.

“Field Rescue” – The transport of a Traveling Member to the nearest available hospital, clinic or other medical provider capable of providing stabilizing and/or evaluative care to the Traveling Member. For purposes of clarity, Field Rescue does not include search operations or any associated costs.

“Hospitalized” or “Hospitalization” – Admission to a medical facility on a continuous, in-patient basis necessitated by a medically diagnosable illness or injury and not for convenience or any other reason or, if the Traveling Member is suffering from an illness or injury which, as determined in GRI’s sole discretion, will be medically diagnosable and is sufficiently serious to warrant in-patient hospitalization if no facility is reasonably available.

“Home Address” – Shall have the meaning set forth for each Member as designated by VCU.

“Home Country” – The issuing country of the Traveling Member’s passport.

“Individual Member” – One single employee identified in writing by VCU and whose Membership has been paid for by VCU.

“Permanent Home Residence” – The specific location reflected in Traveling Member Information as a Traveling Member’s permanent home residence. This location shall be in the Traveling Member’s Home Country.

“Security Emergency” – An event which causes officials of the Temporary Country of Residence or officials of a Traveling Member’s Home Country, to issue, for reasons other than medical, a recommendation that categories of persons which include the Traveling Member, should leave the Temporary Country of Residence.

“Student Member” – An individual who is enrolled in an academic degree program of study at the VCU’s campus in Doha, Qatar, and whose Membership has been paid for by VCU. “Temporary Country of Residence” – The country in which the Traveling Member, exclusive of the Home Country, is temporarily residing or Traveling.

“Travel” or “Traveling” – Any time an individual is located more than 100 miles from their Home Address.

“TMC” means any travel management company or third party that VCU utilizes to schedule, coordinate, book and/or manage its travelers.

“Travel Day” – Any period of time during a 24 hour day when a Traveling Member is Traveling.

- 2. Medical Services.** Subject to payment by VCU of the Annual Fees and other amounts in accordance with this Agreement, GRI will provide the following Services to VCU in accordance with the terms of this Agreement and this Appendix A. VCU acknowledges and agrees that any such Services provided

shall not establish diagnosis, treatment or a physician-patient relationship of any kind with such Traveling Member and/or VCU.

a. Health Information and Advisory Services. To the extent permitted by law, GRI will arrange for the provision of health information and advisory Services for VCU's Traveling Members who suffer from emergent medical problems. To the extent practicable and permitted by law, GRI will also provide reasonable assistance to VCU and its Traveling Members with third-party insurance claim forms relating to the Services.

b. Medical Transport Services – Nearest Appropriate. GRI will provide, arrange and pay all necessary and ordinary expenses for transport to the nearest appropriate hospital, clinic or medical provider as determined by GRI in its sole discretion, of a Traveling Member who is Hospitalized ("Medical Transport Services"). GRI reserves the right to determine, in its sole discretion, the mode and timing of such transport. As soon as such Traveling Member has stabilized sufficiently to enable air travel via commercial coach, GRI shall provide, arrange and pay all necessary and ordinary expenses for transport of the Traveling Member to their Home Country or to Doha, Qatar.

c. Field Rescue Services. In the event the Traveling Member has a condition that warrants Hospitalization and the Traveling Member is unable to obtain medical services at their location or at a reasonably nearby location, GRI will provide, oversee and pay for Field Rescue Services of the Traveling Member. GRI reserves the right to determine, in its sole discretion, the mode and timing of such transport. If Traveling Member receives Field Rescue Services and the Traveling Member does not require Hospitalization, VCU shall reimburse GRI for the cost of such Field Rescue Services.

d. Transport of Mortal Remains. GRI will provide, arrange and pay for reasonable expenses to transport a Traveling Member's mortal remains to a morgue, funeral home, or mortuary designated by VCU within the Traveling Member's Home Country. GRI reserves the right to determine, in its sole discretion, the mode and timing of such transport.

e. Medical Locator/Dispatch Services. Upon request, GRI will make reasonable efforts to identify and provide VCU and its Traveling Members with names, addresses and telephone numbers for local medical facilities and/or practitioners. GRI shall use its reasonable efforts, if requested and practicable, to dispatch local medical personnel to the Traveling Member's location. Such Services shall not constitute an endorsement, representation or warranty regarding the quality, professional competence, care or results from the use or services provided by any medical facility or practitioner. VCU shall be solely responsible for the selection of providers and the payment of any and all associated costs.

f. Transport of Medical Records, Documents and Studies. GRI will arrange for the dispatch of medical records from or to the Traveling Member's location. VCU shall be solely responsible for the payment of any costs associated with such transport/dispatch directly unless otherwise agreed to in writing by GRI.

g. Transport of Medication and Medical Supplies. GRI will arrange for the transport of medication, medical equipment and other medical supplies. VCU shall be solely responsible for the payment of any associated costs directly unless otherwise agreed to in writing by GRI.

h. Inpatient Medical Expense Guarantee and Payment. GRI may, in its sole discretion, provide a guarantee and/or pay up to US\$5,000 for medical expenses incurred by a Traveling Member at clinics, hospitals and other care facilities, upon VCU's request and GRI receiving satisfactory guarantee of repayment by VCU, which may include but is not limited to, requirements in writing by VCU and/or by

VCU's approved financial institution. VCU shall reimburse GRI for the amount of any such payment, including any additional costs/fees incurred by GRI, within 7 days of GRI's payment.

i. Crisis Center Services and Personnel. At the request of VCU, GRI shall establish and identify a crisis response team ("Crisis Center" at one or more GRI locations, in GRI's sole discretion, to manage and implement crisis response protocols and procedures for the benefit of VCU and VCU Members. Such Crisis Center shall arrange for all GRI and other emergency services as requested by VCU. At the request of VCU and to the extent permitted by law, GRI shall make all reasonable efforts to deploy crisis management teams comprised of security, medical, and other qualified personnel. Payment for the deployment of such personnel shall be the sole responsibility of VCU in advance or at the time of rendering such service.

j. Transportation of Accompanying Family Members. To the extent practicable and space permitting, GRI shall transport accompanying family members if a Traveling Member is Hospitalized and requests transport. If accompanying family members are unable to accompany the Traveling Member due to space constraints, GRI shall arrange and pay for transportation, the method of which shall be GRI's sole discretion, for up to four (4) family members, to the same hospital destination as the Traveling Member.

3. Security Services. Subject to payment by VCU of the Annual Fees and other amounts in accordance with this Agreement, GRI will provide the following Services to VCU in accordance with the terms of this Agreement.

a. Security Consulting Services. GRI will arrange for and provide security consulting Services related to the necessity of evacuation or security countermeasures for VCU's Traveling Members, as VCU may request from time to time, at GRI's then-current rates for such Services. GRI shall invoice VCU for such Services and VCU shall remit payment as provided for in this Agreement.

b. Security Evacuation Services - Access. In the event of a Security Emergency affecting a Traveling Member, GRI will advise VCU, provide and arrange all necessary services for the transport, as determined by GRI in its sole discretion, of such Traveling Member to a location chosen by VCU and GRI ("Security Evacuation Services"). GRI reserves the right to determine, in its sole discretion, the mode and timing of such transport. In dangerous regions or situations, GRI personnel shall have sole discretion whether or not to provide such Security Evacuation Services and the manner in which they are provided. VCU shall be solely responsible for payment of all costs associated with any Security Evacuation Services and agrees to pay such amounts to GRI in advance, or at the time such Services are rendered, unless otherwise agreed to in writing by GRI.

4. Service Limitations; Exclusions.

GRI shall not be under any obligation to provide Services, including Mortal Remains Transport, to a Traveling Member if GRI determines, in its sole discretion, any of the following factors exist:

- i. The Traveling Member is over the age of 85 years old;
- ii. The Traveling Member is not reasonably accessible or cannot be transported safely in GRI's sole discretion;
- iii. The Traveling Member is located in a region that is not safely accessible;
- iv. The Traveling Member has a contagious or infectious disease which would endanger the Traveling Member, those in contact with the Traveling Member or whose transport is

- prohibited by law;
- v. The Traveling Member's primary diagnosis is psychiatric in nature;
- vi. The Traveling Member's condition is self-inflicted;
- vii. The Traveling Member has committed or is accused of committing a criminal act;
- viii. GRI must violate a law, rule or regulation in order to provide Services to the Traveling Member;
- ix. The Traveling Member has ever been diagnosed with and/or treated for a condition(s) for which an organ transplant is indicated (whether currently on a transplant list or not) and such transport is related, directly or indirectly, to such condition(s), treatment and/or transplant;
- x. The Traveling Member's condition is one which was diagnosed and/or treated within the forty-five day period prior to notification to GRI or for which symptoms existed during such time period which would cause an ordinarily prudent person to seek such diagnosis or treatment.
- xi. The Traveling Member's condition occurred while or resulted from an act of war among European or North American states;
- xii. The Traveling Member's condition is a result of nuclear reaction, radioactive or chemical contamination, or the Traveling Member has been exposed to ionizing radiation or radioactivity from irradiated nuclear fuel which would endanger the Traveling Member, those in contact with the Traveling Member or whose transport is prohibited by law;
- xiii. The Traveling Member is traveling against the judgment of a medical professional, as determined in GRI's sole discretion, while waiting for treatment, or for the purpose of obtaining medical treatment;
- xiv. The Traveling Member is beyond her second trimester of pregnancy;
- xv. The Traveling Member is engaged in an armed conflict, as a member of any army, guerilla, terrorist or other armed force, or is serving in a security function in any capacity;
- xvi. The Traveling Member has a condition caused by the use of alcohol, drugs or intoxicants not prescribed by a physician;
- xvii. The Traveling Member failed to obtain and/or maintain required immigration, work residence or similar visas, permits, or other documentation.
- xviii. The Traveling Member is traveling in the Arctic above the 80th parallel North OR on/near the Antarctic continent below the 60th parallel South.
- xix. The Traveling Member knowingly entered a region where the Traveling Member knew or should have reasonably known that a Security Emergency existed or was imminent;
- xx. The Traveling Member was added to the Member Census while in a region where a Security Emergency existed or was imminent;
- xxi. The Traveling Member has been kidnapped, held for ransom or held against his/her will or the Traveling Member placed himself/herself in a situation where kidnap, being held for ransom or being held against his/her will was likely.
- xxii. The Traveling Member is engaged in high altitude Travel (at or above 15,000ft above sea level).

5. Services Maximum; Subrogation

The cost of Medical and Security Services provided by GRI that VCU is eligible for pursuant to this Agreement shall be limited to \$2,000,000 in aggregate during the Term ("Service Maximum). Notwithstanding the foregoing, the Service Maximum shall be subject to the following per-Traveling Member limitations: Medical Transport Services and/or Field Rescue Services - \$300,000; and, Transport of Mortal Remains - \$15,000; and, Security Evacuation Services - \$100,000. Any costs in excess of the Service Maximum (aggregate and/or per-Traveling Member) shall be the sole responsibility of VCU. Any such excess costs shall be paid at the time the Services are rendered, or in GRI's sole discretion, will be invoiced to VCU and paid by VCU in accordance with the terms of this Agreement. Prior to GRI providing Services with costs in excess to the Service Maximum (aggregate and/or per-Traveling Member), GRI shall notify VCU of the approximate excess costs and VCU shall approve and pay such costs. If VCU fails to approve and pay such excess costs, GRI shall not be

obligated to provide the Services which incur such excess costs. Notwithstanding anything herein to the contrary, GRI shall not be under any obligation to provide more than two (2) transports of any Traveling Member during the Term.

GRI shall be subrogated to all of VCU's and each Traveling Member's rights of recovery against any party for loss, to the extent payment and/or the costs therefore are made or incurred by GRI and regardless of whether VCU and/or such Traveling Member is made whole. VCU and each Traveling Member hereby acknowledge the foregoing subrogation rights and agree to execute such further and other documents as GRI may reasonably request in order to evidence such subrogation rights, whether before or after Services are performed. Without limiting the generality of the foregoing GRI shall be entitled to enforce all rights VCU and/or the Traveling Member has or otherwise would have had against such party, and/or to recover directly from VCU and/or the Traveling Member from any amounts received and/or due from such party. It is further agreed that all costs and expenses incurred by GRI in performing the Services shall conclusively be deemed to be reasonable.

6. **GRID Services.** GRI shall provide certain information, communication and tracking Services ("GRID Services"), as described in and in accordance with Exhibit C.
7. **Membership Categories; Traveling Member Information.**
 - a. **Membership Categories.** VCU acknowledges and agrees that GRI is only obligated to provide Services to the number and membership category of Traveling Members and Travel Days below who are identified to GRI prior to Travel and included in the most current Member Census set forth in and as maintained by GRI in paragraph 7 below. No individual shall be eligible for Services unless and until included on the Member Census and GRI has received payment of the applicable Membership fees. If a Traveling Member exceeds the number of Travel Days allowed by the membership category paid for by VCU for that Traveling Member, such Traveling Member shall no longer be eligible for Services. In the event GRI provides Services to VCU regarding any such Traveling Member thereafter, VCU agrees to pay all costs associated with such Services. VCU understands that GRI must receive the specific Traveling Member Information described below prior to Travel. In addition, VCU understands that Traveling Member names may not be exchanged or substituted by VCU once a trip has begun. VCU may add additional Traveling Members as provided in paragraph 5 below.
 - b. **Traveling Member Information.** VCU shall provide GRI with the following information for all Traveling Members, as well as any additional information as GRI may request from time to time ("Traveling Member Information"). Such information may be provided by email/facsimile of itineraries, by VCU's TMC(s) and/or by direct interface with GRI's information and tracking system and shall be added to the Member Census by GRI upon receipt.
 - i. Name
 - ii. Date of Birth (if over 75)
 - iii. Permanent Home Residence
 - iv. Home Address, if in a Temporary Country
 - v. Travel and Travel Day information, including location(s) and dates
 - vi. Contact information (phone numbers, email address, mailing address)
 - vii. Any other information GRI or VCU feels is pertinent to the proper and rapid delivery of the Services.

Please note – Prior to eligibility, a potential EPM must fill out an Extended Plan Membership

Application Form (provided by GRI) and submit it to GRI for approval. The potential EPM must fill out application sections A and B on his/her own and have his/her physician fill out section C. When completed, the potential EPM should fax the application to GRI at 1-617-507-1050. VCU understands and agrees that GRI shall not be responsible for providing Services to potential EPMs that have not been approved in writing by GRI prior to the start of Travel.

- 8. Addition of Traveling Members during Term.** If VCU would like to add Traveling Members to the Member Census, VCU will supply GRI with the additional Traveling Member Information and Traveling Member category so that GRI may update the Member Census. Such information may be provided by email/facsimile of itineraries, by VCU's TMC(s) and/or by direct interface with GRI's information and tracking system and shall be added to the Member Census by GRI upon receipt. GRI will invoice VCU for the full Annual Fee(s), without proration, for such added Traveling Member(s). Such additional individual(s), due to travel locations, duration, evacuation history, occupation, age, general health or other factor as determined by GRI, in its sole discretion, may require a different Annual Fee than those set forth herein. For purposes of clarity, Traveling Members added to this Agreement are only added for the remainder of the Term, and such addition shall not extend the Term of this Agreement.
- 9. Audit.** Upon GRI's request during the Term and for three (3) years thereafter, VCU will, at no cost to GRI, provide such access to VCU's TMC(s) and to VCU's business records as required for GRI to ascertain and verify that all Member Census and Travel Member Information is accurate and that all Fees have been paid in accordance with this Agreement. In the event any such audit reveals that VCU has not paid any amounts due hereunder, VCU shall promptly remit such amount, plus applicable fees and interest, upon invoice.

EXHIBIT C

GRID Services

1. Definitions. In addition to the terms defined elsewhere in this Agreement the following terms, when capitalized in this Agreement, shall be ascribed meaning as follows:

“Administrative User” means each individual authorized by VCU to access, monitor and manage the GRID Services via the Administrative Portal and provide login Credentials to Authorized Users.

“Administrative Portal” means the online interface through which Administrative User(s) can access, monitor and manage the GRID Services available to VCU pursuant to the terms of this Agreement.

“Authorized User” means each individual for which Information is provided by or on behalf of VCU.

“Content” means any and all content and information made accessible by GRI as part of the GRID Services, including but not limited to, Destination Reports and Intelligence Alerts.

“Credentials” means the passwords, access codes and/or identification methods provided by GRI for each Administrative User and Authorized Users that allow appropriate access to the GRID Services.

“Destination Reports” means reports regarding the health, safety, infrastructure and travel-related information for worldwide locations as such may be available from time-to-time for specific destinations.

“GRID Services” means one or more of the information, communication and tracking services specified herein.

“GRID System” means the proprietary systems and methods by which the GRID Services are provided to VCU by GRI.

“Information” means any data, including but not limited to, Personal Information and travel itineraries provided to GRI, directly or indirectly, by VCU, Administrative User(s), TMC(s) or Authorized Users in connection with the GRID Services.

“Intelligence Alerts” means situation and event alerts made available to VCU from time-to-time.

“Mass Communication” means group communication, monitoring and reporting by and among Administrative Users and Authorized Users via the GRID Services.

“TMC” means any travel management company or third party that VCU utilizes to schedule, coordinate, book and/or manage its travelers.

“Tracking” means the tracking and monitoring of Authorized Users and VCU assets available as part of the GRID Services.

“Tracking - GPS” means the tracking and monitoring of Authorized Users and VCU assets available via GPS methods as part of the GRID Services.

“User Portal” means the interface(s) by which Authorized Users can access the GRID Services.

2. GRID Services; Use and Usage Limitations

- a. General Rights. During the Term, GRI grants VCU the right to access, receive, input Information, monitor and otherwise use the GRID Services as provided in this Agreement, solely for VCU's internal security, business continuity, and travel risk management operations, and for no other purpose. Without limiting the generality of the foregoing, VCU agrees to not reproduce or

distribute any Content to any third party or in violation of the provisions of this Agreement. Upon designation of the Administrative User(s) by VCU and payment of the applicable Annual Fees, GRI shall issue the Credentials required for such Administrative User(s). VCU understands and agrees that its Administrative User(s) are responsible for approving and issuing Credentials to each Authorized User. All such access and use shall be through and using the Administrative Portal and/or the User Portal, as appropriate.

- b. Use by Administrative Users and Authorized Users Only. VCU will only allow access and use of the GRID Services by Administrative Users and Authorized Users as specified in this Appendix D. VCU will not allow access or use of the GRID Services, including but not limited to any Content, by any third parties. The obligations and limitations as to VCU that are set forth in this Agreement shall apply to all Administrative Users and Authorized Users and VCU is responsible for ensuring that all users are aware of and comply with the terms of this Agreement. Any breach of this Agreement by such entities or individuals shall be deemed to be a breach by VCU. Credentials may be transferred only in the event of termination or job change but may not be shared or used concurrently by more than one person at a time. VCU agrees to submit to audit of its compliance with any usage limits and Credential use.

3. Intellectual Property and Ownership.

- a. GRI IP. Subject to VCU's limited, non-exclusive and non-transferable right to access the Content and other GRID Services in accordance with this Agreement, VCU acknowledges and agrees that all Content, the GRID Services and the GRID System are and shall remain the sole and exclusive property of GRI, including all right, title and interest in and to any and all associated copyrights, trademarks, trade secrets, patents, patent applications and other intellectual, personal, moral or industrial property rights. No right or license of any kind or nature, other than those expressly set forth in this Agreement, is granted to VCU (or any Administrative User or Authorized User). Without limiting the generality of the foregoing, it is specifically understood and agreed that VCU acquires no right or license of any kind or nature regarding the GRID System and that such GRID System shall remain the sole and exclusive property of GRI. VCU agrees that it shall not, except where applicable law prohibits such restrictions, make or attempt to make similar or derivative works of, or access or attempt to access the GRID System, GRID Services or any part thereof in order to disassemble, alter, duplicate, reverse compile or reverse engineer any part of the GRID System or assist with the creation of a competing system or service. VCU may not remove or alter any of the logos, trademark, patent or copyright notices, confidentiality or proprietary legends or other notices or markings with the GRID System or GRID Services.
- b. GRI Rights to Use Information. VCU authorizes and grants GRI the right to access and use, distribute, reproduce, modify, adapt, transform, create derivative works and display any or all Information submitted by VCU in connection with the GRID Services provided by GRI hereunder. VCU certifies that it will not submit any Information that requires the consent of any third party, without having such third-party consent, and all such Information shall be accurate and complete. GRI shall not be responsible for any damages that result from Information submitted by VCU.

4. **VCU Obligation to Obtain Traveler Information for Tracking.** If VCU intends to have Tracking provided, it is the responsibility of VCU to ensure it and/or its TMC(s) provide the necessary Information to GRI. In the event VCU and/or any such TMC requires any special technology, development or assesses any fees in connection with providing Information, all associated costs shall be the responsibility of VCU. GRI shall not be responsible for any delay or failure in providing any GRID Services caused by GRI's inability to receive satisfactory Information from VCU and/or VCU's TMC(s).

- 5. Professional Services.** GRI may offer certain consulting services, including services related to implementation, optimization, education and training related to the GRID Services. Any such professional services shall be performed via a mutually executed statement of work (“SOW”). Any SOW shall be governed by the terms of this Agreement and in the event of any conflict between any SOW and the terms of this Agreement, the SOW shall govern.
- 6. Accuracy.** The Content represents GRI’s best understanding of the information presented at the time. VCU shall make its own assessment of the accuracy, reliability and quality of all Content, including any linked websites. The GRID Services are provided “as is” without express or implied warranty of any kind. All such warranties are hereby disclaimed, including but not limited to the implied warranties of merchantability, fitness for particular purpose and non-infringement. GRI does not warrant that any GRID Services or Content will be accurate, complete, free from error or timely, whether in substance or presentation, nor that all or any aspect of the GRID Services will be provided, accessible or delivered uninterrupted, timely, secure, error-free or will meet VCU’s requirements. VCU’s use of and reliance on the GRID Services and Content is at its own risk and VCU agrees to hold GRI harmless for any and all loss or damage sustained.
- 7. Access.** VCU is responsible for maintaining the confidentiality of Credentials, all activities that occur using such Credentials, and is liable for any and all damages created thereby. VCU, at its sole cost and expense, will obtain and maintain all hardware, software, telephone or other communications equipment and/or service(s) necessary to access the Administrative Portal, the User Portal and/or the GRID Services. GRI shall not be held responsible for any delay or failure in GRID Services caused by VCU’s failure to do so, or for any failure of such equipment or services.
- 8. One-Time and Annual Fees for GRID Services.** The Annual Fees for such GRID Services are set forth in Section IV of the Agreement. All such Annual Fees shall be paid to GRI in advance. In the event VCU wishes to purchase additional GRID Services during the Term, the applicable one-time Fees and Annual Fees shall be paid upon invoice. In addition to the one-time and Annual Fees below, in the event GRI incurs any expenses related to communications, such as text, GPS or voice charges, in connection with providing any of the GRID Services to VCU, GRI may pass through such expenses to VCU, and VCU shall reimburse GRI upon invoice.