



MASTER SERVICES AGREEMENT
#VCU-R&D-5091

This MASTER SERVICES AGREEMENT (the "MSA" or "Contract"), effective as of the last date executed ("Effective Date"), is 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 Advarra Inc., an Ohio corporation with offices located at 6100 Merriweather Drive, Suite 600, Columbia MD 21044 ("Advarra" or "Contractor"). VCU and Advarra are sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, VCU issued a Request For Proposals to solicit proposals for Administrative Support Services for the Institutional Review Board (IRB), RFP # 176611333AZ issued December 13, 2023 (the RFP); and

WHEREAS, Advarra submitted its proposal dated January 19th, 2024, (the "Proposal") wherein it wished to be considered, inter alia, for the Administrative Support Services for the Institutional Review Board (IRB) as more fully specified therein (the "Services"); and

WHEREAS, VCU considered all proposals submitted, including the Advarra' Proposal, and VCU now desires to award to Advarra, as set forth in greater detail below; and

WHEREAS, Advarra desires to perform the Administrative Support Services for the Institutional Review Board (IRB) as 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. **CONTRACT DOCUMENTS:** The MSA documents are integrated and shall consist of: (A) MSA, (B) Price Proposal, (C) RFP#176611333AZ - Administrative Support Services for the Institutional Review Board (IRB), (D) Contractor's proposal dated January 19th, 2024, (all of the foregoing, together, the "Contract"). Should a conflict arise among the foregoing (A) MSA, (B) Price Proposal, (C) RFP#184115372AZ- IND-Guided Advanced Preclinical Studies, (D) Contractor's proposal dated January 19th, 2024, and this MSA, this MSA shall control.
- II. **SERVICES/GOODS:** Contractor shall perform the following Services: Administrative Support Services for the Institutional Review Board ("IRB") identified as more fully described in this Contract
- III. **TERM and RENEWAL OF CONTRACT:** This MSA shall have a two (2) year initial term (the "Initial Term") and may be renewed by VCU upon mutual written agreement of authorized representatives of both Parties for two (2) successive two (2) year period (the "Renewal Term") under the terms and conditions of this original Contract or as otherwise agreed in writing by the Parties at such time.

If VCU elects to exercise the option to renew the MSA for an additional two (2) year period, the MSA price(s) for the additional two (2) year shall be negotiated at time of renewal. Any new proposed pricing shall be cross verified by the percentage increase/decrease of the Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- IV. **FEES:** VCU shall pay Contractor a fee as set forth in the table below:

Role	Pricing Per Hour
Project Manger	\$200-\$300
Team Lead	\$350-\$500
IRB Senior Manager	\$275-\$350

IRB Analyst	\$225-\$325
Reliance Manager	\$200-\$350
Post Approval Monitor	\$300-\$400
Director-level SME	\$350-\$500
Sr Consultant	\$275-\$350
Consultant	\$225-\$275

V. PAYMENT METHOD AND PAYMENT TERMS:

- A. VCU shall pay Contractor within the net days specified below following receipt of a proper invoice, services rendered, or goods delivered, whichever is later pursuant to and in accordance with §§ 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).
- B. All payments will be made based on the net terms agreed upon in this MSA, starting from after receipt of invoice or delivery, whichever occurs last. This shall not affect offers for early payment discounts, however.
- C. 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.
- D. **Specific Terms:**
 - 1. **Payment Method:** Paper Check
 - 2. **Payment Terms:** NET 30

VI. INVOICING: All invoices will reflect the VCU Purchase Order number and will be emailed to VCU.Invoices@trustflowds.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/>

VII. ACCEPTANCE OF VCU PURCHASE ORDERS: The Contractor will provide a detailed quote or Statement of Work (“SOW”) prior to any project summarizing specific services, deliverables, delivery dates, and cost. The Contractor will do so without introducing additional terms or conditions and will not require VCU to sign any separate agreements.

VIII. CONTRACTOR RESPONSIBILITIES: Comprehensive Administrative IRB Support Services that will propel the effective operation of Virginia Commonwealth University's esteemed Institutional Review Board (IRB).

IX. GENERAL TERMS AND CONDITIONS:

- A. **APPLICABLE LAW AND COURTS:** This MSA 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 MSA shall be brought in the state or federal courts located in Richmond, Virginia. To the extent any provision of the MSA 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 Commonwealth 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*. 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 MSA 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 MSA 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*). In every MSA over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this MSA, the Contractor agrees as follows:

1. 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.
2. 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.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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 MSA 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 MSA, 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 Contract.
- G. **ASSIGNMENT OF CONTRACT:** This MSA shall not be assignable by either Party in whole or in part without the written consent of the other Party. VCU acknowledges that any change of control, assignment, or transfer of this MSA to another entity may require an amendment to alter license volumes or scope. This MSA will be binding on and shall inure to the benefit of the Parties and their respective legal representatives, successors and permitted assigns, including any successor which acquires all or substantially all of the business of a Party (a "Successor").
- 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/Contract.
- I. **TERMINATION OF CONTRACT:**
 - 1. Either Party may terminate this MSA if the other Party materially breaches this Contract and such breach is not cured within thirty (30) days after written notice to the breaching Party.
 - 2. University reserves the right to terminate this MSA, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor.
 - 3. Either Party may terminate this Contract after the initial twelve (12) months of this Contract upon sixty (60) days written notice to the other Party.
 - 4. **Effect of Termination.** In the event of expiration or termination of the MSA, or any applicable SOW, all of VCU use of any applicable licenses, software, or service will cease. To the extent that any Services remain active or in progress, the MSA will continue to govern until the Services are complete, ended, or properly reassigned. VCU will pay Contractor the fees for Services due or payable; including, but not limited to, the fees and expenses for (a) all Services which have been completed, (b) all activities or pass-through expenses which have been irrevocably committed, and (c) all activities subsequently agreed to by VCU which are required to wind-up Contractor's activities on the terminated MSA or SOW.
 - 5. Either Party reserves the right to terminate any SOW under this Contract, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor.
- J. **CHANGES TO THE CONTRACT:** Changes may be made to the Contract:
 - 1. The Parties may agree to modify the scope of this Contract. An increase or decrease in the price of this Contract resulting from such modification shall

be agreed by the Parties in writing as a part of their written Contract to modify the scope of the MSA.

2. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation will be agreed by the Parties in an amendment to this Contract. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings.
 3. All modifications, changes, and amendments to the MSA must be in a writing executed by authorized representatives of each Party.
- K. 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 Advarra Inc.:
6100 Merriweather Drive, Suite 600
Columbia MD 21044
Attn: Contracts Group
Email: Contracts@Advarra.com

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.

- L. 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 Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- M. FAILURE TO DELIVER GOODS OR SERVICES: In case of failure to deliver goods or services in accordance with the MSA 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.
- N. 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.
- O. INSURANCE: Contractor certifies it will have the following insurance coverages, and any

insurance otherwise required by applicable law, throughout the entire term of the Contract, 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 MSA, shall be in noncompliance with the MSA.
 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 Contract)
 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.
- P. 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 Contract. 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 Contract.

- Q. **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 employ 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.
- R. **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 Contract. 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).
- S. **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 to the extent such information is not available to the public domain in accordance with the laws of the Commonwealth of Virginia and FERPA. The Receiving Party 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, the Receiving Party shall return or destroy 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; provided, however, that the Receiving Party may retain one copy of all of Disclosing Party's Confidential Information for its internal recordkeeping or as necessary to comply with applicable laws, regulations, and guidance.
- T. **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.

- U. INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless VCU, the Commonwealth of Virginia, and their officers, employees and agents from any claim, damage, liability, injury, expense or loss, including defense costs and attorneys' fees, arising from Contractor's negligence under this MSA. Accordingly, VCU shall promptly notify Contractor of any claim or action brought against VCU in connection with this . Upon such notification, and at the request and direction of VCU and/or the Office of the Attorney General, Contractor will immediately defend any such claim or action pursuant to the provisions and requirements of *Virginia Code § 2.2-514*.

To the extent permitted by the Virginia Tort Claims Act, Section 8.01-195.1, et. seq. of the Code of Virginia, as amended, and other applicable statutes relating to claims against the Commonwealth or its agencies, VCU shall be responsible for the negligent acts or omissions of its officers, employees, agents or students. Nothing contained herein shall constitute a waiver of the sovereign immunity of VCU or the Commonwealth of Virginia.

V. LIMITATION OF LIABILITY: Contractor will not be liable for any indirect, consequential, special, incidental or punitive damages of any kind or nature which arise out of the provision of the Services or VCU's use of or reliance on them. Contractor shall be liable for the direct damages caused by the negligence of itself, its officers, employees, and agents in connection with this Contract or any goods, services actions, or omissions relating to this Contract, however, Contractor's liability to VCU for direct damages and the sum of all of VCU's remedies against Contractor will not exceed, in the aggregate, the fees that have been paid by VCU to Contractor under this Contract.

- W. STATUTORY DAMAGES: VCU is not authorized to waive damages granted or otherwise available by statute.
- X. 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 Contract 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 MSA or in connection with any goods, services, actions or omissions relating to this MSA, shall not under any circumstance exceed payment of the maximum purchase price.
- Y. 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 MSA by written notice to the other Party without penalty. Any funds paid will be reimbursed pro rata based on Services not provided
- Z. AUDIT: The Contractor shall retain all books, records, and other documents relative to

this MSA 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. The Parties will keep accurate records relating to this Contract. During the term of this Contract, but not more than once annually, upon a Party's request, the other Party will make an attestation of compliance with all material aspects of this Contract.

AA. 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 Contract.

BB. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual MSA, for Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Contract.

CC. REALSOURCE REGISTRATION: This MSA 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 this 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.

DD.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.

EE. 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.

X. 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. VCU may not use Contractor's name, trademarks, or other indicia without prior written agreement.
- 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 Contract. Such notice shall also advise the duration of the specific sale or discount price.
- D. **EXTRA CHARGES NOT ALLOWED:** The Contract price shall reflect all fees to be incurred for the performance of the Contract, including all applicable freight and installation charges. Any additional fees that arise during the performance of the Contract shall only be paid if approved by the University prior to incurring such fees.
- E. **ADDITIONAL USERS OF CONTRACT:** 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 MSA if authorized by Selected Firm.

To that end and if agreeable with the Contractor, upon written request from Additional Users the Contractor may allow access to this 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 this 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.

- F. 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.
- G. 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 Contract.
- H. 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.

- I. 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.
- J. 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.
- K. WARRANTIES: Each Party represents and warrants:
 - 1. It is duly constituted and in good standing under the laws of the jurisdiction of its formation;
 - 2. It has all requisite power and authority to execute and perform its obligations set forth in this Contract and any SOW executed;

3. It shall comply in all material respects with applicable regulations, rules, federal, state, or local laws;
4. It owns all right, title, and interest in and to, or has obtained full and sufficient right and authority, to use in the manner contemplated by this Contract, any software, materials, information, data or documentation furnished by it;
5. That neither it nor any of its agents, employees, officers, directors or representatives are not nor have been disbarred or disqualified; (i) under the provisions of any FDA rules as they may apply to this Contract; (ii) debarred or convicted of a crime for which a person can be debarred under U.S. law at 21 U.S.C. § 335a, nor (iii) threatened to be debarred or indicted for a crime or otherwise engaged in conduct for which a person can be debarred under such law; and
6. That it, its agents, employees, officers, directors or representatives are currently, and during the term of this Contract, will remain in good standing with all applicable regulatory authorities and, will inform the other Party within 72 hours of any threat to such regulatory good standing.

Contractor represents and warrants:

1. It will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner;
2. It has, and will maintain throughout the term of this Contract, all certificates, licenses, and permits required for Contractor to perform the Services in accordance with applicable laws and regulations; and
3. Its Services will operate in substantial conformity with the documentation or the specifications as applicable.

VCU represents and warrants:

1. It owns or has secured the right to VCU data and the right to provide that VCU data to Contractor to use or perform the Services in accordance with this Contract;
2. It has the right to and will provide Contractor the necessary access to its instance of software or networks for the performance of the Services; and
3. It will employ all physical, administrative, and technical controls and security procedures to secure all access credentials.

Each Party will promptly notify the other Party in the event of a change to its debarment status and specifically for any such debarment, conviction, threat, or indictment occurring during the term of this Contract or for the three (3) years following the termination of this Contract.

- A. **SECTION 508 COMPLIANCE:** All information technology which, pursuant to this Contract, 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. 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.

- B. **DELIVERY AND STORAGE:** It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. VCU will not assume any responsibility for receiving these shipments. Contractor shall check with VCU and make necessary arrangements for security and storage space in the building during installation.
- C. **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 Contract:
 - 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.

II. 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 Contract.
 - 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 Contract 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 Contract 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. The 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.

III. INFORMATION SECURITY / DATA PRIVACY:

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

IV. NON-SOLICITATION:

- A. During the term of this MSA, VCU agrees to not, directly or indirectly, on behalf of itself or its agents, solicit entice, or induce or attempt to solicit, entice or induce Contractor's employee to Contractor's employment with the intent to hire or engage such employee. This section is not intended to apply to VCU positions that are publicly posted and to which employees independently apply and are considered and/or hired.

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

VIRGINIA COMMONWEALTH UNIVERSITY

DocuSigned by:
By: Meredith Weiss
ABE748FED1714AA

Name: Meredith Weiss

Title: SVP for Finance & Administration and CFO

Date: 11/13/2024

ADVARRA INC.

DocuSigned by:
By: Dwight Van Inwegen
C00BBA2B2EF143A...

Name: Dwight Van Inwegen

Title: Chief Financial Officer

Date: 09-oct-2024

Seen/Approved: JH
John McHugh, Director
VCU Office of Procurement Services

Seen/Approved: AM
Alison Miller, Chief Human Resources Officer
Human Resources

Seen/Agreed: PSR
Dr. Srirama Rao/VP for Research & Innovation
OVPRI

Seen/Agreed: LB
Lisa Ballance/AVP Research Strategy and Regulatory Affairs
OVPRI

EXHIBIT A
VIRGINIA COMMONWEALTH UNIVERSITY
Data Protection Addendum

This Data Protection Addendum (the "Addendum") is by and between the Firm/Vendor/Supplier (the "Firm") and Virginia Commonwealth University ("VCU") (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 Data¹ (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.

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

¹ 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.

- 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 MSA, the Firm warrants that the information will be stored in accordance with the practices and controls stated in attached Annex I – Technical and Organizational Measures to ensure the security of the Protected VCU Data.
- d. Firm will use reasonable, appropriate industry-standard and up-to-date Firm security tools and Firm technologies in providing Services under this MSA. VCU will provide laptops to the Contractor's employees in order to provide the Services and the foregoing sentence will not apply to such VCU laptops or any other VCU equipment provided by VCU.

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, the following provisions apply:

1) 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.

2) In addition to any other insurance coverage required by another contract/agreement with VCU, the Firm will for the duration of the term of the agreement, maintain at least \$5 million Cyber Liability coverage with insurance companies that hold at least an A- financial rating with A.M. Best Company. In no event should the Firm construe these minimum required limits to be their limit of liability to VCU.

3) VCU must be named as an Additional Insured on the Cyber Liability Insurance, and the proper name is "The Commonwealth of Virginia, and Virginia Commonwealth University, its officers, employees and agents." Upon VCU's request, the Selected/Firm Vendor will provide a Certificate of Insurance (COI).

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 VCU 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.

ANNEX I

TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms.

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Measures of pseudonymisation and encryption of personal data:

Data is encrypted at rest and in transit using modern encryption standards, of at least AES-128, 3DES, RSA-1024, SHA-128, and hosted in SOC2 certified environments on Amazon Web Services. Security-sensitive fields, such as password and security question/answer, are encrypted at database field level. Privacy Impact Assessments (PIAs) are conducted with each release, where privacy is assessed, reviewed, and any potential privacy risks are mitigated.

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

All staff sign NDAs and have annual training on GDPR and data privacy. Data Access is controlled, attributable, and based on the principle of least privilege. Advarra systems undergo periodic review for certification with our ISO 27001 ISMS framework.

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing

Internal security audits assess the effectiveness of technical and organizational controls. Quarterly meetings with Advarra Executive Leadership Team review the findings. The Advarra Cloud environment is also subject to annual independent SOC2 certification. Advarra Products have defined SLAs with its customers for which Advarra periodically executes and tests its information system contingency plans.

Measures for user identification and authorisation

Advarra maintains a centralized process for sanctioning identity/users and authorizing access among human resources, management/supervisors, & information technology. Advarra uses a centralized identity and access management solution across the organization which includes a requirement of multi-factor authentication for all employees.

Measures for ensuring physical security of locations at which personal data are processed

Vendor-managed product hosting data centers are ISO 27001 and SOC 2 Type II certified. Standards implemented include physical security controls to limit access to equipment to only authorized individuals.

Measures for ensuring events logging

Advarra incorporates the use of SIEM technology across its suite of products and automation inspects logs in real time. Systems responsible for identity and access management are also included in this infrastructure.

Measures for ensuring system configuration, including default configuration

Advarra configures systems using standards from CIS Benchmarks, for which Advarra is an organizational member.

Measures for internal IT and IT security governance and management

Advarra maintains a Technology Steering Committee consisting of individuals representing all areas of the business which meets on a defined cadence to inform and manage IT and security issues.

Measures for certification/assurance of processes and products

The technology products are ISO 27001 certified and the Advarra Cloud environment that hosts the application is SOC2 certified.

Measures for ensuring data minimisation

Advarra has procedures in place to ensure data minimization and is ISO 27701 certified.

Measures for ensuring limited data retention

Advarra has procedures in place to ensure data minimization and is ISO 27701 certified.

Measures for allowing data portability and ensuring erasure

Advarra has standard operating procedures as part of its ISO 27001 and 27701 framework to address portability and erasure.

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter

Any (sub-) processors will take same or similar technical or organisational measures as data importer. (Sub) processors will be qualified based on risk as per our vendor qualification process, and appropriate DPAs or similar agreements will be in place to contractually obligate (sub-) processors to have similar technical and organizational measures in place. DPAs will also ensure (sub-) processors are obligated to assist in a timely manner with data subject rights requests, such as access/deletion/correction requests, etc.

Schedule C

Consulting Services

This Schedule C includes clauses that augment the clauses of the MSA when the applicable services are classified as Consulting Services in a SOW and are subject to the terms of the MSA and this Schedule C.

1. The services to be provided by Contractor will be for Administrative Support Services for the Institutional Review Board ("IRB") as described in a SOW, providing for any milestones, timelines, or Service Reports ("SR") provided to VCU (the "Consulting Services").
2. For Consulting Services, the Parties will complete and agreed upon in a SOW which will provide the scope, period of performance, and fees for each Order, and a sample SOW template is provided as attached Exhibit C.
3. Consulting Services. While providing the Consulting Services, excluding software implementations, certain Service Reports may be provided for review and approval. VCU will have five (5) business days from the date of Delivery (the "Acceptance Period") to request any corrective changes (the "Changes") or accept the Service Reports by either: (i) providing written approval; or (ii) the expiration of the Acceptance Period ("Acceptance"). If VCU requests any Changes within the Acceptance Period, Contractor will correct the Service Report within 10 days of the notice of Changes. After the delivery of the corrected Service Report with the Changes or if Contractor does not receive Changes within the Acceptance Period, the Service Report shall be deemed Accepted. For avoidance of doubt, any delay in the review hereunder by VCU will not impact Contractor's right to receive timely payment for Accepted Service Report.

Exhibit C

STATEMENT OF WORK #[SoW #]

BETWEEN

ADVARRA, Inc

AND

[CLIENT COMPANY NAME]

THIS STATEMENT OF WORK ("SOW") is made and entered into as of the [Day] day of [Month] [Year], ("Effective Date") by and between [Client Company Name] (hereinafter referred to as "VCU") and Advarra Group (hereinafter collectively referred to as "Advarra") and upon execution shall be incorporated into the Master Services Agreement between VCU and Advarra dated [Date of GSA] (the "MSA"). Terms defined herein shall retain the same meaning as the MSA unless expressly indicated in this SOW.

Overview and Scope of Work to be Performed

1.1 Services to be provided will include [Description]. Work performed under this SOW shall be completed at [Locations]. Timelines are dependent upon availability of all parties involved, including any third-party involvement.

1.2 Engagement Contact Information

1.3 The key contacts for the Services to be performed under this SOW will be:

VCU Key Contact: [Name]
Phone: [Phone Number]
Email address: [Email Address]

Advarra Key Contact/Program Manager: [Advarra Name]
Phone: [Advarra Phone Number]
Email address: [Advarra Email Address]

Total Fees and Compensation

2.1 VCU will compensate Advarra for Services in accordance with the Engagement Fees section below. Actual expenses related to travel will be invoiced without mark-up. The total compensation due to Advarra under this SOW shall not exceed [Value] without VCU's prior written consent.

Services

3.1 [Service]

3.2 Engagement-specific Information

[Project-specific Information]

3.3 VCU Assumptions/Activities

- [Description]

3.4 Advarra Assumptions/Activities

- [Description]

3.5 Service Reports

- [List of Deliverables]

3.6 Engagement Fees

T&M Fee

<i>Service</i>	<i>Unit Type</i>	<i># of Units</i>	<i>Unit Cost (USD)</i>	<i>Total Costs (USD)</i>
<Engagement Services Description>	Hourly			\$ 0.00
<Engagement Services Description>				\$ 0.00
Total Services Fees				\$0.00

<i>Pass-through Expenses</i>	<i>Unit Type</i>	<i># of Units</i>	<i>Unit Cost (USD)</i>	<i>Total Costs (USD)</i>
Estimated Pass-through Expenses	Actuals	1.0		\$ 1.00
Total Pass-through Expenses				\$1.00

Advarra Engagement Organization and Employees to be Assigned to Engagement

4.1 Advarra will assign resources (employees and/or consultants, as applicable) to perform the activities required for the Engagement. CVs of assigned Advarra resources are available upon request.

Completion Criteria

5.1 Advarra will complete the Engagement to meet specifications set forth in this SOW and as further specified in the MSA.

Termination

6.1 This SOW shall be effective upon the Effective Date until the earlier of [End Date] or the completion of Advarra’s tasks as delineated above in Section 3 “Services”, under the terms of the MSA.