

ARIZONA STATE AGENCY PROVISIONS

1. **Nondiscrimination**. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
2. **Conflict of Interest**. This Agreement is subject to Section 38-511, Arizona Revised Statutes. This Agreement may be canceled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of University is an employee, consultant, or agent of any other party to this Agreement.
3. **Arbitration**. Notice is provided of Sections 12-1518 and 12-133, Arizona Revised Statutes.
4. **Dispute Resolution**. If a dispute arises under this Agreement, the parties agree to exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.
5. **Contractor's Records**. To the extent required by Section 35-214, Arizona Revised Statutes, Contractor agrees to retain all records relating to this Agreement. Contractor agrees to make those records available at all reasonable times for inspection and audit by University or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five (5) years after the completion of this Agreement. The records shall be provided at Arizona State University, Tempe, Arizona, or another location designated by University upon reasonable notice to the contractor.
6. **Failure of Legislature to Appropriate**. If University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then University may provide written notice of this to Contractor and cancel this Agreement without further obligation of University. Appropriation is a legislative act and is beyond the control of University.
7. **Confidentiality**. Any other provision of this Agreement to the contrary notwithstanding, the parties acknowledge that Arizona State University is a public institution, and as such is subject the Arizona Public Records Act, Section 39-101, et seq, Arizona Revised Statutes. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law. The University agrees to keep confidential any and all information and/or documents designated as confidential or proprietary by the other party to the fullest extent permitted by law. In the event a public records request is made for information and/or documents designated as confidential or proprietary, the University will notify the other party as soon as possible.
8. **Indemnification**. Any other provision of this Agreement to the contrary notwithstanding, the parties acknowledge that Arizona State University is a public institution and any indemnification or hold harmless provision provided by the University is limited as required by State law, including without limitation Article 9, Section 7 of the Arizona Constitution and Sections 35-154 and 41-621, Arizona Revised Statutes. The University's liability under any claim for indemnification is limited to claims for property damage, personal injury, death, or copyright or patent infringement damages caused by acts or omissions of University employees or students.



9. **ASU Service Marks and Trademarks.** Contractor agrees to comply with ASU’s trademark licensing program in connection with the use of ASU’s marks on goods and in relation to services. Prior to any use of an ASU mark by Contractor or its affiliates or successors or assigns, Contractor will submit the proposed use of the mark (together with a sample or specimen of the intended use) to ASU’s Trademark Licensing Coordinator for approval. Except as expressly authorized in this Agreement, contractor is not permitted to use any ASU mark without written approval by ASU’s Trademark Licensing Coordinator. Contractor’s use of any mark must comply with ASU’s requirements, including using the “circle R” indication of a registered trademark.

CONTRACTING PARTY:

THE ARIZONA BOARD OF REGENTS
For and on behalf of
ARIZONA STATE UNIVERSITY:

By _____

By _____

Title _____

Title _____