

ARCADIA UNIVERSITY
TERMS AND CONDITIONS

Third parties that contract with Arcadia University (“University”) to provide goods and/or services have a responsibility to foster and promote fair, ethical, and legal business and/or trade practices and to respect the dignity and rights of community members. Unless another agreement has been negotiated between University and a third party, any relationship between University and a third party for the provision of goods and/or services to University shall be governed by these Terms and Conditions. If the University is contracting with, or on behalf of, the United States government, the terms in conditions in Exhibit A hereto shall apply and shall control in the event of any conflict between Exhibit A and these Terms and Conditions.

1. Time is of the Essence/Deliveries. University’s school calendars are based upon the understanding that Services performed will be performed for University by the date specified in any quote or invoice provided to University. Therefore time is of the essence. If Contractor fails to perform the Services at the times agreed upon, or performs the Services in such a fashion that endangers its ability to render timely performance of the Services, University reserves the right to cancel the Services and hold Contractor liable for any additional costs or damages incurred by University. In the event that Contractor anticipates or should reasonably anticipate any difficulty in complying with any deadlines for delivery, or with respect to any of its other obligations under these Terms and Conditions, Contractor shall promptly notify University in writing.

2. Termination. University shall have the right to terminate the Services in whole or in part for convenience without cause at any time or from time to time in its sole discretion to be effective upon thirty (30) days written notice to Contractor. In the event of a termination, University’s liability shall be limited to the payment of a pro-rata portion of the price, set forth in the quote or invoice, for completed Services finished prior to termination.

3. Taxes. Contractor shall pay all applicable contributions, taxes, and premiums applicable to performance of the Services, including but not limited to, taxes payable under its country’s laws or under federal, state, and local laws, and including payroll taxes of employees engaged in the performance of the Services. Additionally, Contractor is responsible for all taxes relating specifically to its revenue derived from provision of the Services. University is a tax exempt organization and shall submit an exemption certificate indicating this status upon request.

4. Confidentiality. Contractor recognizes that in the course of performing the Services, it may be exposed or become aware of information and materials related to University’s operations, which are confidential to University and proprietary in nature. Such confidential information includes, but is not limited to: personnel records, student records, medical records, and/or certain proprietary and management information products, academic and/or scientific research, processes, know-how, designs, improvements, techniques, computer programs, databases, trade secrets, business plans, and financial information. Contractor agrees to receive, protect and preserve and hold in trust, and not to disclose such information to third parties without University’s prior written authorization and shall require all of Contractor’s subcontractors providing Services to University to protect University’s confidential information with the same degree of care as required of Contractor under this Paragraph. Further, Contractor agrees to destroy promptly all copies of such information and materials after the completion of the Services, unless University provides written notice that the

same shall be returned to University, in which event the information and materials shall be returned promptly.

Specifically, to the extent applicable, Contractor agrees to maintain the confidentiality of personally identifiable student education records (“Education Records”), as such term is defined under the Family Educational Rights and Privacy Act and regulations promulgated under the Act (“FERPA”). Contractor agrees to (i) abide by the terms of FERPA and University's policy with respect to the handling of Education Records; and (ii) not disclose the information to any third party without the prior written consent of the student as required by FERPA.

5. Intellectual Property. All materials developed, generated or produced by Contractor, its employees, contractors or agents in connection with the provisions of the Services shall be “work for hire”, owned by and constituting the exclusive property of University. Contractor shall place this paragraph in any contract it has with its contractors. Contractor hereby assigns, or shall cause to be assigned by any of its employees, agents, or contractors, all rights to the materials developed in the course of providing the Services and any derivative works finally and irrevocably to University and shall execute or cause to be executed any and all documents necessary to effectuate this assignment.

6. Insurance. Contractor agrees to carry and keep in full force a policy of comprehensive general liability coverage, including personal injury, property damage, and contractual liabilities with limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate. In addition, Contractor shall have any other necessary coverage to meet its obligations under these Terms and Conditions or as reasonably requested by University in writing. Contractor’s certificate of insurance shall name University as an additional insured and certificate holder and shall be provided to University prior to commencement the Services. All policies carried by Contractor, in relation to the Services shall expressly waive any right of subrogation on the part of the insurer and/or the Contractor against University. Contractor shall immediately notify University of any material changes to insurance coverage required under this provision. University reserves the right to request additional coverage by Contractor or higher coverage amounts on a case by case basis.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless University, its officers, trustees, employees, agents, and representatives from and against any and all losses, costs, penalties, fines, damages, claims, expenses (including reasonable attorneys’ fees and court costs through the appellate level) or liabilities arising out of or resulting from (1) any damage or injury (including death) to persons or property caused by Contractor or any of its agents; (2) any act or omission of Contractor or anyone acting on Contractor’s behalf; (3) Contractor’s material breach of these Terms and Conditions, including breach of any representation, warranty or other duty or obligation contained herein; (4) Contractor’s, or any of Contractor’s Personnel’s negligence in performing obligations under these Terms and Conditions; (5) Contractor’s violation of applicable law; (6) Contractor’s infringement of any patent, copyright, trademark, trade secret or any other intellectual property rights of a third party; or (7) any unauthorized acquisition, loss, access, use, or disclosure of any confidential information, data, and/or information relating to an individual who can be directly or indirectly identified by reference to an identifier in a manner not permitted under these Terms and Conditions or applicable law (“Data Breach”). Contractor shall have no obligation to indemnify University to the extent attributable to University’s gross negligence or intentional misconduct.

8. Limitation of Liability. In no event shall University be liable to Contractor for any special, indirect, consequential, or incidental damages, however caused and on any theory of liability arising in any way out of the Services, even if notified of the possibility of such damage. University's total liability under or in connection with the Services shall not in the aggregate exceed the fees and expenses paid by University.

9. Warranties and Representations. Contractor represents and warrants to University that:

a. In addition to the warranties and representations contained in these Terms and Conditions, Contractor represents and warrants that the Services shall conform with any and all express warranties contained in any materials provided by Contractor to University. Further, Contractor warrants that it has the right to provide the Services as contemplated in the quote provided by Contractor to University. Contractor represents and warrants that it, and its employees, affiliate, subcontractors, agents and representatives, have the required skill, experience and qualifications to provide the Services and that all Services shall be provided in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. Contractor shall devote sufficient resources to ensure that the Services are performed and provided in a timely and reliable manner; and

b. Contractor represents and warrants that all agents and employees of Contractor have been subject to appropriate criminal history background checks, child abuse clearance, and FBI clearances, as applicable, and that such clearances have been updated as required by federal and state law and Pennsylvania Act 153. Contractor shall share the results of such background checks, to the extent permitted by law, when requested. Contractor shall defend, hold harmless and indemnify University and its affiliates, employees, trustees, officers, representatives and agents from and against any and all claims, demands, causes of action, loss or damage, including attorney's fees, arising out of or relating to any of the representations and warranties contained in this Paragraph.

10. Certifications. Contractor represents and warrants that it, and its employees and agents, have any and all certifications that are required under state and/or federal law and appropriate organizational licenses to perform the Services.

11. Use of Name. Contractor shall not use University's or its employees' names, logos, or trademarks in publicity, marketing materials, or otherwise without prior written consent of an authorized representative of University. Such consent may be withheld or granted by University in its sole discretion at any time. Any request for such consent shall be directed to University's Marketing and Communications department.

12. Web Accessibility. Contractor acknowledges that University is committed to making academic and administrative tasks accessible to individuals with disabilities in compliance with applicable law. Contractor represents and warrants that all of its Web-based services and products, if any, comply with Web Content Accessibility Guidelines ("WCAG") 2.0 Level AA, or will be modified to be compliant prior to delivery to University. Contractor further agrees and warrants that all Web-based services and products, if any, shall remain in full compliance with the above Web accessibility guidelines during its provisions of the Services. Contractor agrees to promptly notify University in the event it becomes aware that the Services become non-compliant with

WCAG guidelines, if applicable. In such an event, Contractor agrees it will work to promptly remediate any identified compliance deficiencies and will notify University concerning the estimated remediation completion date. Upon request, Contractor shall provide University with documentation, including but not limited to a third party assessment certificate, substantiating compliance of the service with WCAG guidelines or applicable governmental regulations regarding accessibility.

13. Non-discrimination. University is committed to ensuring equal opportunity to all persons and does not discriminate on the basis of ethnicity, national origin, ancestry, race, color, religion, creed, sex, gender, marital status, affectional or sexual orientation, gender identity, military or military veteran status, age, or disability in its educational programs, activities, admissions or employment practices as required by Title IX of the Educational Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and other applicable statutes. Contractor shall not discriminate on the basis of ethnicity, national origin, ancestry, race, color, religion, creed, sex, gender, marital status, affectional or sexual orientation, gender identity, military or military veteran status, age, disability, or any other class protected by law. Inquiries concerning Title IX, Section 504 and ADA compliance and information regarding accessibility should be directed to the University's Title IX Coordinator and Director of the University's Office of Equity and Civil Rights.

14. Assignment/Subcontracting. Contractor shall not subcontract or assign any part of the Services to any third party without the prior written consent of University. Contractor shall impose on its subcontractors the same obligations imposed on Contractor under these Terms and Conditions, including, without limitation, obligations relating to compliance with applicable law and policy, confidentiality, indemnification, and insurance.

15. Relationship of the Parties. Contractor shall at all times be an independent contractor and shall retain complete control over Contractor personnel. Contractor shall in no event be deemed to be, nor represent itself to be, an employee, agent, partner, or joint venturer of University, and Contractor shall have no right or authority to assume or create any obligation, liability, or responsibility whatsoever, express or implied (other than those obligations imposed by applicable law), on behalf of or in the name of University or to bind University in any respect whatsoever.

16. Compliance with Laws and Regulations and University Policies. Contractor agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations, and codes. Contractor shall comply with all [University Policies](#). In Compliance with University's [Conflict of Interest Policy](#), Contractor represents and warrants that neither it, nor any of its employees, agents, or representatives, presently have any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services hereunder. Contractor shall notify University within 48 hours if it is no longer in compliance with University's Conflict of Interest Policy.

17. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Contractor consents to the exclusive jurisdiction and venue of the state and federal courts located in Montgomery County, Pennsylvania.

18. Remedies. The remedies available to University in these Terms and Conditions are not

exclusive but are in addition to such other remedies available to University by law or in equity.

19. Equal Employment Opportunity and Affirmative Action. Contractor agrees that, as applicable, it and its subcontractors will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. 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, or national origin. 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, protected veteran status or disability. Contractor also agrees that, as applicable, it and its subcontractors will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), as well as any and all applicable federal, state and local government equal employment opportunity and affirmative action laws, including any and all applicable statutes, rules, regulations, ordinances and other guidelines.

20. Severability. If any provision of these Terms and Conditions shall be deemed to be invalid under the laws of any jurisdiction, Contractor and University agree that such invalidity shall not invalidate the entirety of these Terms and Conditions. Rather, these Terms and Conditions shall be construed as not containing the particular provision held to be invalid, and the rights and obligations of Contractor and University shall be construed and enforced accordingly.

21. Third Party Beneficiaries. There are no third party beneficiaries of these Terms and Conditions and nothing in these Terms and Conditions, express or implied, is intended to confer on any person other than the parties hereto any rights, remedies, obligations or liabilities.

22. Waiver. The failure of University to insist upon strict performance of any term contained herein or to exercise any rights herein conferred, shall not constitute a waiver of University's right to assert or rely on any terms or rights on any future occasion.

23. Notice. Notices to the University must be in writing and shall be deemed received if delivered by first class mailed, return receipt requested, or via electronic mail to the address listed below:

Arcadia University
Office of the General Counsel
450 S. Easton Road, Glenside, Pennsylvania 19038
E-mail: ogc-contracts@arcadia.edu

Exhibit A

For Federal Grant/Contract – Funded Agreements and Purchase Orders:

1. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.

Independent Contractor certifies, to the best of its knowledge and belief, that as of the time of the Agreement award and any subsequent contract award made by the Independent Contractor to one of its contractors, neither Independent Contractor nor any of its principals and contractors and their respective principals are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. Independent Contractor has reviewed the United States Government Excluded Parties List System in the System for Award Management (SAM) and has confirmed that neither Independent Contractor nor any of its principals and contractors and their respective principals are listed on such Excluded Parties List System.

2. Termination of Contract Funded by Federal Funds.

In addition to termination set forth elsewhere in the Agreement, Arcadia may suspend or terminate payments under this Agreement in whole or in part for cause or convenience. Cause shall include, but not be limited to, the following: (1) improper use of funds; (2) failure to comply with the terms and conditions of this Agreement; (3) submission to Arcadia or the federal funder of reports which are incorrect or incomplete in any material respect; (4) debarment by federal, state or local government agency or department; (5) failure to pay creditors and subcontractors after receipt of payment(s) pursuant to this Agreement; (6) failure to maintain bonds and insurance required under this Agreement; (7) offering of bribes, threatening or abuse of program participants and/or those administering the federal funds; (8) causes and conditions applicable to determination of debarment and subawards to debarred and suspended parties; (9) failure to comply with any applicable federal, state or local requirements; or (10) material failure to comply with any term of an award.

Arcadia may terminate this Contract for cause, as stated above, by providing written notice to the Independent Contractor not less than five (5) calendar days prior to the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Independent Contractor under this Agreement shall, at the option of Arcadia, become property of Arcadia and the Independent Contractor shall be entitled to receive just and equitable compensation for any work, in the sole discretion of Arcadia, satisfactorily completed.

In the event this Agreement is terminated for cause, the Independent Contractor shall not be relieved of liability to Arcadia for damages to Arcadia or the federal funder and Arcadia may withhold any payments to the Independent Contractor for the purpose of setoff until such time as the actual amount of damages due to Arcadia from the Independent Contractor is determined. Arcadia retains the right to inform the federal funder, other recipient agencies, or subrecipients who carry out federally funded activities, of agreements terminated for cause including the name of the Independent Contractor and reason for termination.

The Independent Contractor shall adopt and include termination for cause provisions not

inconsistent with those set forth above in all contracts with its contractors to carry out the Services. The Independent Contractor shall notify Arcadia of all contracts terminated for cause along with the reason for termination and any other information deemed necessary by Arcadia or the federal funder.

3. Termination of Contract funded by Federal Funds for Convenience.

This Agreement may also be terminated, in whole or in part, for convenience, by agreement of the parties, or upon written notice by Arcadia to Independent Contractor, at least ten (10) calendar days before the effective date of such termination. If the Agreement is terminated for convenience, the Independent Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Independent Contractor covered by this Agreement, less payment of compensation previously made.

In the event that this Agreement is terminated for cause or convenience, the Independent Contractor shall remit to Arcadia, within ten (10) calendar days of such termination, an accounting of all federal funds received pursuant to or during the term of this Agreement. The Independent Contractor shall also return to Arcadia all property purchased with the federal funds and funds which have not been obligated for expenses authorized under this Agreement. A Final Reimbursement Report (Invoice) must be submitted, on a standard government form of reimbursement or other form supplied by Arcadia, within sixty (60) days of termination date.

4. Remedies in Event of Breach by Independent Contractor.

In the event of a breach of the obligations of the Independent Contractor under the Agreement, Arcadia and the federal funder shall have the right to seek damages caused by such breach from the Independent Contractor and may bring an administrative proceeding before the federal agency providing funds and/or may commence an action in law or in equity against the Independent Contractor in federal or state court. In addition, the federal funder may debar or suspend the Independent Contractor or any of its principals from working on any Program receiving any federal funds in the future and may restrict such persons from receiving any federal funding.

5. Equal Employment Opportunity – Government Contracts and Federally Assisted Construction Contracts.

The Independent Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Independent Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Independent Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Independent Contractor will,

in all solicitations or advertisements for employees placed by or on behalf of the Independent Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. Independent Contractor certifies and represents that it has complied or will comply with the Equal Opportunity Clause set forth in 41 CFR § 60-1.4, as modified by Executive Orders 11246 and 11375, as set forth above, and that it has filed or will file all required compliance reports. Representation indicating submission of required compliance reports, signed by the Independent Contractor or any of its proposed contractors, will be obtained before any contract awards.

Executive Order 11246 applies to government contracts, as defined at 41 C.F.R. § 60-1.3, and federally assisted construction contracts in excess of \$10,000 or which can reasonably be expected to have an aggregate total value in excess of \$10,000 in the applicable twelve (12) month period. The Independent Contractor certifies that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Independent Contractor shall incorporate the foregoing requirements of this paragraph in all of its contracts for Services and will require all of its contractors for such Services to incorporate such requirements in all of their subcontracts. The Independent Contractor shall assist and cooperate actively with the federal funder and the United States Secretary of Labor in obtaining the compliance of its contractors and their respective subcontractors with the provisions of this paragraph and will provide to such federal funder and the Secretary of Labor such information as they may require for supervision of such compliance, and in particular, shall provide notice to the Director of the Office of Federal Contract Compliance Program of the United States Department of Labor (“OFCCP”), within ten (10) days after the award of any construction contract in excess of \$ 10,000 at any tier for the Services to be rendered under this Agreement. Such notice shall list the name, address and telephone number of the contractor, employer identification number of the contractor, estimated dollar amount of the contract, and the geographic area in which the contract is to be performed.

6. Affirmative Action Requirements - Government Contracts and Federally Assisted Construction Contracts.

The Independent Contractor must make efforts to encourage the use of minority and women’s business enterprises in connection with Services under this Agreement funded by a federal funder under a governmental contract or under a federally assisted construction contract. The contracting officer for the federal funder shall establish the goals and timetables for minority and female participation expressed in percentage terms in the Independent Contractor’s aggregate workforce in each trade for all construction work in the covered area. The goals are expressed as percentages of total hours of employment and training of female and minority utilization the Independent Contractor should reasonably be expected to achieve in each construction trade performing construction work in the covered area. Any such goals and timetables received by Arcadia shall be provided to the Independent Contractor. The goals and timetables are also available through the federal funding agency providing funds for the construction work or through any OFCCP. It is the Independent Contractor’s responsibility under this Agreement to ascertain what these goals and timelines are, and to familiarize itself with the guidelines issued by the OFCCP on how to legally meet these requirements. The Independent Contractor’s compliance with the equal employment opportunity requirements shall be based on its efforts to meet the goals established by the specific affirmative action obligations required by the federal funder, if any. The requirement of specific affirmative action goals and timetables shall be included in any contract between the Independent

Contractor and any of its contractors and in any subcontract between such contractor and their respective subcontractors, where the value of contract or subcontract is in excess of \$ 10,000.

7. Davis-Bacon Act.

If this Agreement is a federally financed or assisted construction contract for construction (rehabilitation or new construction) in excess of \$ 2,000, then not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act, as amended (40 U.S.C. § 3141), will be paid to all laborers and mechanics employed in the provision of the construction work involved in the Services provided under this Agreement, which payments shall be not less than once a week. The Independent Contractor and its contractors and any of their subcontractors, which meet the \$2,000 threshold, must comply with regulations issued under this Act. Once determined to be applicable, the wage provisions must be contained in the contract the Independent Contractor has with its contractors and in the subcontracts these contractors have with their subcontractors so as to cover all laborers and mechanics employed in the development of the Services under this Agreement. Independent Contractor certifies that it will comply with these requirements and cause its contractors and their subcontractors to comply with these requirements. The Independent Contractor will put the prevailing wage determination issued by the United States Department of Labor in all solicitations for contracted work. Acceptance of the wage determination is a pre-condition for the award of this Agreement and any contracts or subcontracts thereunder.

8. Copeland Anti-Kick Back Act.

The Independent Contractor and its contractors are prohibited from inducing, by any means, any person employed in construction, completion or repair of “public work” as defined under the Copeland Anti-Kick Back Act, 40 U.S.C. § 3145 et seq., as supplemented by 29 C.F.R. 3, to give up any part of the compensation to which such person is otherwise entitled. Any suspected violations of this provision must be reported to the federal funder.

9. Contract Work Hours and Safety Standards.

If this Agreement is a federally financed or assisted construction contract for construction (rehabilitation or new construction) in excess of \$100,000 which involves the employment of mechanics or laborers or if any contract between the Independent Contractor and any of its contractors providing a portion of the Services hereunder fits this definition, then the Agreement and all such contracts must also be subject to the overtime provisions (Sections 3702 & 3704) , as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 et seq.), as supplemented by 29 C.F.R. Part 5. Under Section 3702, the Independent Contractor and each of its contractors must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of Section 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10. Rights to Inventions.

If this Agreement is funded through a “funding agreement” under 37 CFR § 401.2(a), i.e., any contract, grant or cooperative agreement entered into between any Federal agency for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government, and the Independent Contractor desires to enter into a contract with a small business or nonprofit organization regarding the substitution of parties, assignment or performance of the experimental, developmental or research work, then the Independent Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the federal funder, whereby subject to certain limitations and restrictions, such small business or nonprofit organization providing a portion of the Services constituting experimental, developmental or research work may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of 37 CFR Part 401 and 35 U.S.C. § 203. With respect to any subject invention in which the small business or nonprofit organization retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

11. Environmental.

If this Agreement is funded by a grant or contract over \$150,000, then the Independent Contractor hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387). Further, such Independent Contractor shall report violations of this provision to the federal funder and the Regional Office of the Environmental Protection Agency (EPA).

12. Energy Efficiency.

The Services provided under this Agreement by Independent Contractor or any of its contractors shall comply with the mandatory standards and policies, if any, related to energy efficiency in the Pennsylvania energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, 42 U.S.C. §6201 et seq.

13. Byrd Anti-Lobbying Act Certification.

If the Agreement is funded with \$100,000 or more of federal funds, then Independent Contractor certifies, to the best of its knowledge and belief, that, as of the time of the Agreement award and any subsequent contract award made by the Independent Contractor to one of its contractors, none of the Independent Contractor and/or any of its contractors have used federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or other award covered by 31 U.S.C. §1352. Further, if this Agreement is funded with \$100,000 or more of federal funds, then Independent Contractor certifies, to the best of its knowledge and belief, that no lobbying with non-federal funds occurred in connection with obtaining any federal award, or if such lobbying does occur, Independent Contractor shall

immediately disclose the same to the federal funder in writing, Independent Contractor agrees to put these provisions in all contracts it has with any of its contractors providing a portion of the Services under this Agreement.