EXHIBIT B

CALIFORNIA STATE UNIVERSITY SAN MARCOS CORPORATION (CSUSM CORPORATION) GENERAL PROVISIONS
for
SERVICE ACQUISITIONS
Revision 11/17/2025

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1. Commencement of Work
Contractor shall not commence work under the Contract until Contractor has received a fully executed Contract and been given written approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at Contractor's own risk and as a volunteer.

2. Contract Alterations & Integration
No alteration or variation of the Contract shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated in writing in the Contract shall be binding on any of the Parties hereto.

3. Severability
Contractor and CSUSM Corporation agrees that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provision shall promptly inform the other of its presumed non-applicability of such provision. Should the illegal or unenforceable provision be a material or essential term of the Contract, the Contract shall be terminated in a manner commensurate with the interests of both Parties, to the maximum extent reasonable.

4. Independent Status
Contractor, and its employees, agents, and subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of CSUSM Corporation. While Contractor may be required by this Contract to carry Worker's Compensation Insurance, in no event shall Contractor and its employees and agents be entitled to unemployment or workers' compensation benefits from CSUSM Corporation.

5. Governing Law
To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California.

6. Contractor's Power and Authority
Contractor warrants it has full power and authority enter into this Contract and will hold CSUSM Corporation harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor shall not enter into any arrangement, agreement or contract with any third party that might abridge any rights of CSUSM Corporation under this Contract.

7. Assignments
Contractor shall not assign this Contract either in whole or in part, without the CSUSM Corporation's written consent, which will not be unreasonably withheld.

8. Personnel
Contractor shall give its personal attention to the performance of the Contract and shall make every effort consistent with sound business practices to honor the CSUSM Corporation's requests regarding Contractor's assignment of its employees. However, Contractor maintains the sole right to determine the assignment of its employees in order to keep all phases of work under its control. If an employee of Contractor is unable to perform due to illness, resignation, or other factors beyond Contractor's control, Contractor shall use its best effort to provide suitable substitute personnel.

9. Waiver of Rights
Any action or inaction by CSUSM Corporation or the failure of CSUSM Corporation on any occasion to enforce any right or provision of this Contract shall not be construed to be a waiver by CSUSM Corporation of its rights hereunder and shall not prevent CSUSM Corporation from enforcing such provision or right on any future occasion. The CSUSM Corporation's rights and remedies provided in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

10. Time
Time is of the essence in the performance of this Contract.

CALIFORNIA STATE UNIVERSITY SAN MARCOS CORPORATION (CSUSM CORPORATION) GENERAL PROVISIONS
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11. Entire Contract
This Contract sets forth the entire agreement between the Parties with respect to the subject matter hereof and shall govern the respective duties and obligations of each Party.

12. Cancellation
CSUSM Corporation has the right to cancel this Contract at any time and without future financial obligation upon thirty (30) days written notice to Contractor.

13. Termination
(a) **Termination for Convenience**
CSUSM Corporation may terminate this Contract for convenience without future financial obligation upon thirty (30) days written notice to Contractor.
(b) **Termination for Default**
CSUSM Corporation may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, CSUSM Corporation may proceed with the work in any manner deemed proper by CSUSM Corporation. The cost to CSUSM Corporation shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.

14. Rights and Remedies of CSUSM Corporation for Default
(a) In the event any Deliverables furnished or services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, CSUSM Corporation may reject the same, and it shall thereupon become Contractor's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to CSUSM Corporation, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, CSUSM Corporation shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.
(b) In the event Contractor fails to make prompt delivery of any items as specified in the Contract, the same conditions as to the CSUSM Corporation's right but not obligation, to purchase in the open market and receive reimbursement from Contractor, as set forth in (a), above shall apply.
(c) In the event CSUSM Corporation terminates this Contract, either in whole or in part, for the Contractor's default or breach, Contractor shall compensate CSUSM Corporation, in addition to any other remedy CSUSM Corporation may have available to it, for any loss or damage sustained and cost incurred by the CSUSM Corporation in procuring any items that Contractor agreed to supply.
(d) The CSUSM Corporation's rights and remedies provided above shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity or this Contract.

15. Warranty
Contractor warrants that
(a) Deliverables and services furnished hereunder will conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings identified in the Statement of Work, if any), and
(b) The deliverables will be free from defects in materials and workmanship. Where the Parties have agreed to design specifications in the Statement of Work directly or by reference, Contractor warrants the deliverables shall provide all functionality required thereby.

16. Safety and Accident Prevention
In performing work under this Contract on CSUSM Corporation premises, Contractor shall conform to all specific safety requirements contained in this Contract or as required by law or regulation. Contractor shall take all additional precautions as CSUSM Corporation may reasonably require for safety and accident prevention purposes. Contractor's violation of such rules and requirements, unless promptly corrected, shall constitute a material breach of this Contract.

17. Insurance Requirements
The Contractor shall not commence Work until it has obtained all the insurance required in this Contract, and such insurance has been approved by CSUSM Corporation.

CALIFORNIA STATE UNIVERSITY SAN MARCOS CORPORATION (CSUSM CORPORATION) GENERAL PROVISIONS
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(a) Policies and Coverage

(1) Comprehensive or Commercial Form General Liability Insurance on an occurrence basis, covering work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and products and completed operations. The aggregate limit shall apply separately to the Work.

(2) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage

(3) Workers' Compensation including Employers Liability Insurance as required by the State of California,

(4) Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession

(b) Contractor may also be required to obtain and maintain the following policies and coverage:

(1) Environmental Impairment Liability Insurance should the Work involve hazardous materials, such as asbestos, lead, fuel storage tanks, and PCBs.

(2) Other Insurance by agreement between CSUSM Corporation and the Contractor.

(c) Verification of Coverage.

The Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to CSUSM Corporation as evidence of the insurance coverage. Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the Work is accepted as complete. CSUSM Corporation reserve the right to require the Contractor to furnish CSUSM Corporation complete, certified copies of all required insurance policies.

(d) Insurance Provisions.

Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in this Agreement. The insurance policies shall contain, or be endorsed to contain, the following provisions. (i) For the general and automobile liability policies, the State of California, the Trustees of the California State University, the California State University San Marcos Corporation (CSUSM Corporation), the California State University San Marcos Foundation (CSUSMF), the Associated Students, Inc. of California State University San Marcos (ASI), California State University San Marcos (which is the Trustees of the California State University and is one of 23 campuses in the California State University System), and the employees, representatives, volunteers, and agents are to be covered as additional insureds.

(e) For any claims related to the Work the Contractor's insurance coverage shall be primary insurance as respects to the State of California, the Trustees of the California State University, the California State University San Marcos Corporation (CSUSM Corporation), the California State University San Marcos Foundation (CSUSMF), the Associated Students, Inc. of California State University San Marcos (ASI), California State University San Marcos (which is the Trustees of the California State University and is one of 23 campuses in the California State University System), their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.

(f) Each insurance policy required by this section shall state that coverage shall not be canceled by either the Contractor or the insurance carrier, except after thirty (30) Days prior written notice has been given to CSUSM Corporation.

(g) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

(h) Contractor hereby grants to CSUSM Corporation a waiver of any right to subrogation which any insurer of said Contractor may acquire against the CSUSM Corporation by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CSUSM Corporation has received a waiver of subrogation endorsement from the insurer.

(i) Amount of Insurance.

(1) For all projects, the insurance furnished by Contractor under this Agreement shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

(i) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability

$2,000,000 General Aggregate

$1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.

(ii) Business Automobile Liability Insurance-Limits of Liability

$1,000,000 Each Accident-- combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.

(iii) Workers' Compensation limits as required by law with Employers Liability limits of $1,000,000.

(2) For projects involving hazardous materials, the Contractor shall provide additional coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

(i) Environmental Impairment (pollution) Liability Insurance-Limits of Liability

$10,000,000 General Aggregate

$ 5,000,000 Each Occurrence-- combined single limit for bodily injury and property damage, including

cleanup costs.

(ii) In addition to the coverage for Business Automobile Liability Insurance, the Contractor shall obtain for hazardous material transporter services:

(a) MCS-90 endorsement

(b) Sudden & Accidental Pollution endorsement--Limits of Liability*
$2,000,000 Each Occurrence
$2,000,000 General Aggregate

(3) Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement.

(4) Cyber Liability Insurance / Technology Professional Liability: Limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.*A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance. With CSUSM Corporation's approval, the Contractor may delegate the responsibility to provide this additional coverage to its hazardous materials subcontractor. When the Contractor returns its signed project construction phase agreement to CSUSM Corporation, the Contractor shall also provide CSUSM Corporation with a letter stating that it is requiring its hazardous materials subcontractor to provide this additional coverage, if applicable. The Contractor shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall also adhere to all CSUSM Corporation requirements. Further, this letter will provide that the subcontractor's certificate of insurance will be provided to CSUSM Corporation as soon as the Contractor fully executes its subcontract with the hazardous materials subcontractor, or within 30 Days of the Notice to Proceed, whichever is less.

(j) Acceptability of Insurers.
Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of A:VII, or shall be a carrier otherwise acceptable to CSUSM Corporation.

(k) Subcontractor's Insurance.
Contractor shall ensure that its subcontractors are covered by insurance of the types required by this Contract, and that the amount of insurance for each subcontractor is appropriate for that subcontractor's Work. Contractor shall not allow any subcontractor to commence Work on its subcontract until the insurance has been obtained, and approved by the CSU. Only the Contractor and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials.

(l) Miscellaneous.
(1) Any deductible under any policy of insurance required in this Contract shall be Contractor's liability.
(2) Acceptance of certificates of insurance by CSUSM Corporation shall not limit the Contractor's liability under the Contract.
(3) In the event the Contractor does not comply with these insurance requirements, CSUSM Corporation may, at its option, provide insurance coverage to protect CSUSM Corporation. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Contractor.
(4) If CSUSM Corporation are damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay CSUSM Corporation for all such damages.
(5) The Contractor's obligations to obtain and maintain all required insurance are non-delegable duties under this Contract.
(6) The Contractor's liability for damages proximately caused by acts of God (as defined in Public Contract Code section 7105) and not involving Contractor negligence shall be limited to five percent of the Contract.

(m) Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time or times during the term of this Contract, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the Contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of CSUSM Corporation, and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event

Contractor fails to keep in effect at all times insurance coverage as herein provided, CSUSM Corporation may in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event.

(n) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to CSUSM Corporation;

(o) That CSUSM Corporation, California State University San Marcos (which is the Trustees of the California State University and is one of 23 campuses in the California State University System) and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy;

18. General Indemnity

Contractor shall indemnify, defend and hold harmless the California State University San Marcos Corporation (CSUSM Corporation), the California State University San Marcos Foundation (CSUSMF), the Associated Students, Inc. of California State University San Marcos (ASI), the State of California, Board of Trustees of the California State University, CSU and their respective officers, directors, volunteers, agents and employees (collectively "University") from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the University.

19. Invoices

Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such. Contractor shall submit invoices to CSUSM Corporation for payment of goods and services rendered. Unless otherwise specified, CSUSM Corporation shall pay properly submitted invoices not more than 30 days after (i) the performance completion date of services; or (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract. The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance thereof, including travel and per diem, unless otherwise expressly so provided.

20. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the Contract number and Contractor identification number may be returned to Contractor and may cause delay in payment.

21. Use of Data

Contractor shall not utilize any information, it may receive by reason of this Contract, for pecuniary gain not contemplated by this Contract, regardless of whether Contractor is or is not under contract at the time such gain is realized. CSUSM Corporation or CSU specific information contained in the report, survey, or other product developed by Contractor pursuant to this Contract is the property of CSUSM Corporation, and shall not be used in any manner by Contractor unless authorized in writing by CSUSM Corporation.

22. Confidentiality of Data

(a) Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information and protected data as confidential information. Further, if so requested by CSUSM Corporation, Contractor shall be administratively responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code 1798.29g and 1798.82g. Contractor shall maintain the privacy of confidential information and shall be financially responsible for any notifications to affected persons (after prompt consultation with CSUSM Corporation) whose personal information is disclosed by any security breach relating to confidential information resulting from Contractor's or its personnel's acts or omissions. Contractor shall not use, disclose, or release confidential information contained in CSUSM Corporation records without full compliance with applicable state and federal privacy laws, and this Contract. Contractor further acknowledges and agrees to comply with Federal privacy laws, such as the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student education records and information from student education records.

(b) Contractor further agrees that all financial, statistical, personal, technical and other data and information relating to CSUSM Corporation's operation designated "confidential" by CSUSM Corporation and not otherwise subject to disclosure under the McKee Transparency Act, California Education Code §89913, and made available to Contractor to this Contract or which become available to Contractor while performing this Contract, shall be protected by Contractor

using the same level of care it takes to protect its own information of a similar nature, but in no event less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body with legal authority to order the disclosure of confidential information or protected data, Contractor will notify CSUSM Corporation in writing prior to any such disclosure to give CSUSM Corporation an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Contractor shall: (1) Notify CSUSM Corporation of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated; and

(c) Contractor shall cooperate with any litigation or investigation proceedings concerning protected data loss or other breach of Contractor's obligations under this Contract. Any access, transmission, or storage of protected data outside the United States must be approved in writing by CSUSM Corporation in advance. Contractor's failure to comply with any provision of this Section shall constitute a material breach of the Contract.

23. Information Security Requirements

(a) Contractor is required to comply with CSU Information Security Requirements and Supplemental Provisions for General Provisions for Service Acquisitions, when applicable.

(b) Information Security Plan
Contractor is required to maintain an Information Security Plan sufficient to protect the sensitive and/or confidential CSUSM Corporation and CSU data to which they have access. Requirements for the Information Security Plan are described in the CSU Information Security Requirements and Supplemental Provisions for General Provisions for Service Acquisitions.

(c) Personal Security Requirements
Contractor shall require all its affiliates and subcontractors, as a condition to their engagement, to agree to be bound by provisions substantially the same as those included in this Agreement related to information security matters only. Contractor shall not knowingly permit a representative or subcontractor to have access to CSUSM Corporation or CSU records, confidential data, or premises of the CSUSM Corporation when such representative or subcontractor has been convicted of a felony.

24. Patent, Copyright, and Trade Secret Indemnity

Contractor shall indemnify, defend, and hold harmless the CSUSM Corporation, State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents, and employees (collectively referred to as CSU), from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to CSU, in addition to the foregoing provision, such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide CSUSM Corporation with indemnity protection.

(a) CSUSM Corporation will notify Contractor of such claim in writing and tender its defense within a reasonable time; and

(b) Contractor will control the defense of any action on such claim and all negotiations for its settlement or compromise, except when substantial principles of government or public law are involved, when litigation might create precedent affecting future CSUSM Corporation operations or liability, or when involvement of CSUSM Corporation is otherwise mandated by law. In such case no settlement shall be entered into on behalf of CSUSM Corporation without CSUSM Corporation's written approval.

(1) Contractor may be required to furnish CSUSM Corporation a bond against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

(2) Should the Deliverables or Software, or the operation thereof, become, or in the Contactor's opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, CSUSM Corporation shall permit Contractor at its option and expense either to procure for CSUSM Corporation the right to continue using the Deliverables or Software or to replace or modify the same so they become non-infringing, provided they comply with Contract and performance requirements and/or expectations. If neither option can reasonably practicable or if the use of such Deliverables or Software by CSUSM Corporation shall be prevented by injunction, Contractor agrees to take back such Deliverables or Software and use its best effort to assist CSUSM Corporation in procuring substitute Deliverables or Software at Contractors cost and expense. If, in the sole opinion of CSUSM Corporation, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from Contractor under this Contract impracticable, CSUSM Corporation shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge.

Contractor agrees to take back such Deliverables or Software and refund any sums CSUSM Corporation paid Contractor less any reasonable amount for use or damage.
(3) Contractor certifies it has appropriate systems and controls in place to ensure State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

25. Rights in Work Product
All inventions, discoveries, intellectual property, technical communications and records originated or prepared by Contractor pursuant to this Contract, including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this section may be revised in a Statement of Work. However, all finished product or deliverables required under this contract shall be the exclusive property of, CSUSM and CSUSM Corporation and may be used at CSUSM Corporation's discretion.

26. Examination and Audit
CSUSM Corporation reserves the right to examine and audit, either independently or by a third party Contractors financial records. The examination and audit shall be confined to those matters connected with the performance of the Contract, including, but not limited to, the costs of administering the Contract.

27. Dispute Resolution
Any dispute arising under or resulting from this Contract that is not resolved within a 60 days of time by authorized representatives of Contractor and CSUSM Corporation shall be brought to the attention of the Contractor's Chief Executive Officer (or designee) and the Executive Director (or designee) of CSUSM Corporation for resolution. Either Contractor or CSUSM Corporation may request that the Chief Financial Officer (or designee) participate in the dispute resolution process to provide advice regarding CSUSM Corporation Contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the Parties may pursue all remedies not inconsistent with this Contract. Despite an unresolved dispute, Contractor shall continue without delay in performing its responsibilities under this Contract. Contractor shall accurately and adequately document all services it has performed under this Contract.

28. Conflict of Interest
CSUSM may require a Statement of Economic Interests to be filed by any Consultant (or Contractor) who is involved in the making or participation in the making of decisions which may foreseeably have a material effect on any CSUSM Corporation financial interest.

29. Endorsement
Nothing contained in this Contract shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Party. Furthermore nothing in this Contract shall be construed as endorsement of any commercial product or service by CSUSM Corporation, California State University San Marcos, or The California State University, its officers or employees.

30. Covenant Against Gratuities
Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of CSU or CSUSM Corporation with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, CSUSM Corporation shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by CSUSM Corporation in procuring on the open market any items that Contractor agreed to supply shall be borne and paid for solely by Contractor. CSUSM Corporation's rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under the Contract.

31. Nondiscrimination
(a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status,

and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(b) Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

32. Compliance with NLRB Orders

Contractor declares under penalty of perjury under the laws of the State of California that no more than one final, unappeasable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: Cite Authority: PCC 10296

33. Drug-Free Workplace Certification

Contractor certifies that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations

(b) Establish a Drug-Free Awareness Program to inform employees about all of the following:
  (1) the dangers of drug abuse in the workplace;
  (2) the person's or organization's policy of maintaining a drug-free workplace;
  (3) any available counseling, rehabilitation and employee assistance programs; and,
  (4) penalties that may be imposed upon employees for drug abuse violations.

(c) Provide that every employee who works on the proposed or resulting Contract:
  (1) will receive a copy of the company's drug-free policy statement; and,
  (2) will agree to abide by the terms of the company's statement as a condition of employment on the Contract. Note: Authority Cited: Government Code Section 8350-8357

34. Forced, Convict, Indentured and Child Labor

By accepting a Contract or purchase order with CSUSM Corporation, Contractor certifies that:

(a) no equipment, materials, or supplies furnished to CSUSM Corporation pursuant to this Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further certifies it will adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at http://www.dir.ca.gov/, and Public Contract Code Section 6108.

35. Recycled Content Certification

To the extent that services involve the supply of post-consumer materials (see below), Contractor shall certify in writing, the minimum, if not the exact, percentage of post-consumer material, as defined in Sections 12161 and 12200 of the Public Contract Code, in products, materials, goods, or supplies offered or sold to CSUSM Corporation regardless whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

36. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations (Americans with Disabilities Act of 1990,42 U.S.C. 12101 et seq). Contractor hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor

agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless CSUSM Corporation from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

37. Debarment and Suspension
By accepting a contract with the CSUSM Corporation, Contractor certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency (2 Code Federal Regulations[CFR] 180.220*,* in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235)).

38. Expatriate Corporations
Contractor declares and certifies that it is not and expatriate corporation, and is not precluded from contracting with CSU by The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286, et seq.

39. Citizenship and Public Benefits
If Contractor is a natural person, Contractor certifies in accepting this Contract that he or she is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

40. Loss Leader
Contractor certifies and declares it is not engaged in business within this State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. Note: Authority Cite: (PCC 12104.5(b).)

41. Contractor's Staff
Contractor warrants that its staff assigned to performing work under this Contract are legally able to perform such duties in the country where the work is being performed.

42. Force Majeure
(a) Neither Party shall be liable for any failure to perform its obligations under this Contract for the period of time that it is prevented, hindered, or delayed in performing those obligations by circumstances beyond its control, including, but not limited to, fire, strike, war, riots, acts of terrorism, disaster, acts of God, acts of any governmental authority, communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials, or equipment, disruption of transportation, or any other comparable event beyond the control of the Party whose performance is affected (each, a "Force Majeure Event.").
(b) The Party claiming Force Majeure shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event, provide written notice to the other Party of the nature, extent, and expected duration of the Force Majeure Event and use its diligent efforts to mitigate the effects of the Force Majeure Event upon such Party's performance under this Contract, it being understood that upon completion of the Force Majeure Event, the Party whose performance was affected must, as soon as reasonably practicable, recommence the performance of its obligations under this Contract.
(c) Notwithstanding any other term in this Contract, including, but not limited to, the foregoing subsections of this section, during the period of a Force Majeure Event affecting performance by Contractor, CSUSM Corporation may elect to do all or any of the following:
    (1) suspend the Contract for the duration of the Force Majeure Event and be relieved of any payment obligation for goods or services not delivered or accepted due to the Force Majeure Event;
    (2) obtain elsewhere the goods or services not delivered or accepted due to the Force Majeure Event;
    (3) extend the time for Contractor's performance by a period equal to the duration of the Force Majeure Event; and/or
    (4) terminate the Contract as to any goods or services not already received with no further financial obligation if the Force Majeure Event continues to exist for more than thirty (30) days.

43. COVID-19
In the event that CSUSM Corporation or the CSU considers it necessary or prudent to cancel this Contract due to circumstances related to COVID-19, or to any reoccurrence of the COVID-19 outbreak, CSUSM Corporation may do so and

be relieved of any further financial obligation, risk, or other liability by providing seventy-two (72) hours prior written notice of cancellation to Contractor. CSU's right to cancel the Contract pursuant to this section shall not be limited or restricted in any manner by any other term or section of this Contract.

44. Material Change of Circumstances

The terms of this Contract are based on conditions in existence on the date that Contractor commences performance. In the event of a material change in the conditions that adversely affects the ability of Contractor to perform its obligations, Contractor shall reasonably cooperate with CSUSM Corporation to minimize the impact from such change in conditions on Contractor's performance and shall, if requested by CSUSM Corporation, negotiate in good faith to adjust the terms of this Contract on a mutually agreeable basis to address the impact of such material change in conditions. This provision shall not limit CSU's ability to avail itself of any rights or remedies provided to CSUSM Corporation by law, equity or any other term of this Contract.