



PURCHASING OFFICE

REQUEST FOR PROPOSAL

Title: Request for Proposal: Site Management and Monitoring for MAP (Metformin in Alzheimer's dementia Prevention) Study.

Due Date/Time: September 23, 2024, 5:00 PM Eastern Time

Location: Columbia University
Purchasing Office
615 West 131st Street, 3rd Floor
New York, New York 10027

Columbia Representatives: Cynthia Caruso
Phone: 212-851-0420
Email: cc4349@columbia.edu

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Dear Vendor:

The Trustees of Columbia University in The City of New York (“Columbia”) is seeking candidates for a consulting position to perform site management and monitoring duties for the MAP (Metformin and Alzheimer’s dementia Prevention) study, an ongoing multi-site clinical trial funded by the National Institutes of Health. MAP is a clinical trial of the drug metformin in persons with amnesic mild cognitive impairment without diabetes, aged 55 to 90 years of age. Columbia is seeking candidates with experience in clinical trials site management and site monitoring. Current or experience working in Alzheimer’s disease and Alzheimer’s related dementia clinical trials is preferred, as well as experience of collaboration with Columbia University Irving Medical Center and the data coordinating center at Johns Hopkins University.

We will carefully evaluate your response with regard to your overall approach, understanding of the environment and meeting the unique needs of the University.

Each recipient of this RFP is reminded that this and all related materials provided by Columbia University herewith are confidential and the recipient shall keep these materials strictly confidential.

We will answer any questions about the RFP, beginning September 9, 2024, through the close of business on September 19, 2024. Questions should be sent via e-mail to: cc4349@columbia.edu. Please prepare your proposal offer and submit it electronically to Columbia by close of business on September 23, 2024.

We look forward to receiving your proposal.

Sincerely,

Cynthia Caruso
Associate Director; Contracts, Services and Technology

INFORMATION AND INSTRUCTIONS TO BIDDERS

Section 1 General Information to Bidders

Introduction:

Subject to the conditions set forth in this
, Columbia is requesting Bids for the following project:

Bid Name:

**Request for Proposal: Site Management and Monitoring for MAP (Metformin in
Alzheimer's dementia Prevention) Study.**

Bid Deadline: 09/23/24

Submission of Bids:

Cynthia Caruso
Associate Director
Columbia University
Purchasing Office
615 West 131st Street, 3rd Floor
New York, NY 10027

Bidders will submit their Bids by email to the Columbia Representative identified below:

Columbia Representatives:

Cynthia Caruso
Associate Director
Telephone: 212-851-0420
E-mail: cc4349@columbia.edu

Definitions

Except as otherwise specifically provided, definitions are set forth as follows:

Columbia— Refers to Columbia University.

Request for Proposal (RFP) - Refers to the document named Request for Proposal: **Site Management and Monitoring for MAP (Metformin in Alzheimer’s dementia Prevention) Study.**

Addenda — Refers to the written or graphic instruments issued by the Columbia Representative prior to the Bid Deadline, which modifies or interprets the RFP by additions, deletions, clarifications, or corrections.

Bidder – Refers to the firm that is interested in and/or responds to the RFP.

Bid - Refers to all documents that the Bidder must submit to the Columbia Representative prior to the Bid Deadline.

Bid Deadline - Refers to the time and date indicated in the RFP as the latest date and time that a Bid will be accepted.

Contract – Refers to the final agreement reached between the successful Bidder and Columbia.

Contractor - The term Contractor shall mean the successful Bidder awarded the Contract.

Subcontractor — The term Subcontractor shall mean any individual, company, or corporation to whom the Contractor assigns any part of the Contract.

Code of Conduct and Fair Competition

It is the responsibility of the Bidder to notify the Columbia Representative in writing of any possible conflict of interest as set forth below. Columbia will investigate the matter and determine if an actual conflict of interest exists.

A conflict of interest arises when a Columbia employee, officer or agent involved in the RFP process or Contract has a financial or any other interest in a Bidder. If a conflict of interest exists, the Bidder may not submit a Bid.

Columbia employees, officers and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from Bidders, Contractors, or parties to sub-agreements. Any such actions must be reported to the Columbia Representative immediately.

Columbia reserves the right to cancel the award if, in its sole discretion, it determines that any interest disclosed from any source could give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Bidder. Columbia's determination regarding any questions of conflict of interest shall be final.

Compliance with Federal, State and Local Laws

Bidder warrants in submitting a Bid, and, in the performance of an award as a result of the Bid, that Bidder has complied with, or will comply with, all applicable federal, state, University and local laws, ordinances and all lawful orders, rules and regulations hereunder. The Bidder, by submitting the Bid or performance that results from an award by Columbia, agrees not to discriminate against any employee or applicant based on an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related) and disability, and otherwise as required or permitted by law. Bidder further agrees that any sub-contract will contain a provision requiring non-discrimination in employment as specified above. Any breach of this provision may be regarded as material breach of contract and cause for cancellation.

Limitation of Liability

Columbia makes no representations, warranties, or guarantees that the information contained herein is accurate, complete, timely, or that such information accurately represents the conditions that would be encountered in pursuing the work or at the site(s) of work now or in the future. The furnishing of such information by Columbia shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidder, by submitting its Bid, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold Columbia liable or responsible therefore in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of Columbia, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidder required by this Request for Bid and that it shall not hold Columbia liable or responsible therefore in any manner whatsoever.

Neither the Trustees of Columbia, nor any officer, agent, or employee thereof shall be charged personally with any liability by a Bidder or another or held liable to a Bidder or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a response hereto or otherwise.

Qualification of Bidder

Bidder must possess the potential ability to perform successfully under the terms and conditions set forth in the RFP. Consideration shall be given to such matters as Bidder integrity; record of past performance; and financial and technical resources.

Columbia shall make such investigations as deemed necessary to determine the ability of a Bidder to provide and perform the professional services.

Columbia reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy Columbia that said Bidder is properly qualified to carry out the obligations of the final Contract.

Section 2 Submission of Bids

Preparation of Bid

By submission of its Bid, the Bidder agrees that the Bid is predicated upon the acceptance of all the terms and conditions stated in the Request for Proposal, unless specifically excluded by the Bidder in its Bid. Part or all of the RFP and the successful Bid may be incorporated into the Contract.

Each Bidder shall furnish the information and documents required by the RFP. Failure to submit all required information may deem a Bid as non-responsive. Columbia is exempt from Federal Excise Taxes and is also exempt from New York State and local sales or use taxes. All costs associated with the Contract must be stated in U.S currency. By submitting a Bid, Bidder certifies that the prices proposed have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Bidder or competitor. Bidders are cautioned to write all descriptions and prices clearly so there is no doubt as to the intent and scope of the Bid.

A person who is legally authorized to bind Bidder to a Contract shall sign the Bid. The person signing the Bid shall initial erasures or other changes.

Columbia does not assume any liability for any pre-contract activity and/or cost incurred by Bidders responding to this RFP. Bid information is not considered confidential or proprietary. Trade secrets and other proprietary data contained in Bids may be held confidential if the Bidder requests, in writing, that Columbia does so, and if Columbia agrees, in writing, to do so. Material considered confidential by the Bidder must be clearly identified. Such confidential or proprietary information must be easily separable for the non-confidential sections of the Bid. Marking the entire Bid as proprietary will be neither accepted nor honored. Notwithstanding any of the foregoing, Columbia reserves the right to use any of the ideas presented in any reply, Bid, discussion, negotiations or presentation related to the RFP.

If Bidder intends to use subcontractor(s), the Bidder must identify in its Bid the names of the subcontractors and the portions of the work the subcontractors will perform.

Communications Regarding the RFP

Requests for clarification and interpretations of the RFP must be made in writing during the period of September 9, 2024, to September 19, 2024. All questions regarding the RFP shall be directed to the Columbia Representatives, in writing only, by e-mail. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. Other questions may be more complex and may require a written amendment to the RFP. The Columbia Representatives will make that decision.

The Columbia Representatives shall make clarifications, interpretations, corrections, and changes to the RFP by written Addenda as specified below. **Questions will not be answered, and clarification will not be given after September 19, 2024.**

Addenda to RFP

Addenda to the RFP will be issued in writing and will be communicated to all Bidders by e-mail and shall become part of the RFP. If the RFP is amended, all terms and conditions that are not modified by the Addenda remain unchanged and in effect as written.

Each Bidder shall be responsible for making sure it has received all issued Addenda prior to submitting a Bid. **Addenda may be issued through September 19, 2024.**

Columbia reserves the right to change the RFP schedule and to issue addenda. Columbia also reserves the right to cancel or reissue the RFP or to make corrections or amendments to the RFP due to errors or changes identified by Columbia or suggested by a Bidder, and to otherwise modify the terms of the RFP at any time in its sole discretion.

Submission of Bids

Bids are to be received by the identified Columbia Representative on or before the date and time specified as the Bid Deadline in the RFP.

Late Submissions, Modifications, and Withdrawals of Bids

Late Bid Bids: Bids received after the specified Bid Deadline will not be considered.

Bid Modifications: Prior to the Bid Deadline, a submitted Bid may be modified by written notice, by a duly authorized person on behalf of the Bidder, to the Columbia Representative. The written notice shall be worded as not to reveal the amount of the original Bid.

A previously submitted Bid will not be returned, unless by a written notice request, from a duly authorized person, from the Bidding Company is received by the Columbia Representative.

Bid Withdrawal Notifications: Prior to the Bid Deadline, a submitted Bid may be withdrawn by written notice to the Columbia Representative up until the Bid Deadline.

Written requests to withdraw must be received from a duly authorized person on behalf of the Bidder and shall not reveal the amount of the Bid. Bids may not be modified, withdrawn, or cancelled after the Bid Deadline.

A withdrawn Bid may be resubmitted prior to the Bid Deadline. All resubmitted Bids must fully comply with the RFP. Columbia will only consider the latest version of the Bid.

Section 3 Evaluation of Bids

Opening of Bids:

The assigned Columbia Representatives will not accept Bids after the specified date and time. Bid amounts will not be publicly announced. Bids will be reviewed and evaluated by Columbia. At any time, and from time to time after the opening of the Bids, Columbia may give oral or written notice to one or more Bidders to furnish additional information relating to its Bid and/or qualifications to perform the services contained in the RFP, or to meet with designated representatives of Columbia

All materials submitted in response to this RFP become the property of Columbia. Selection or rejection of a response does not affect this right. All copyright of materials produced under any contract or subcontract awarded as a result of this RFP shall be retained by Columbia. All forms of documents and data generated as a result of this contract are owned by and shall be delivered to Columbia at the direction of the Columbia Representative. During the period of performance, the information may not be disclosed to third parties, except as expressly provided in the contract, without the written permission of the Purchasing Director.

Postponement of Bid Opening

If an emergency or unanticipated event interrupts normal University processes to cause the postponement of the scheduled Bid opening or the issuance of an addenda, the Columbia Representative will issue, in writing, to all Bidders, the new timeline and process.

Bid Selection and Evaluation Criteria

General Comments

Proposals are required to follow the exact order as provided in the RFP Document so that all proposals can be evaluated on an equal and timely basis. All questions, issues and

responsibilities identified in this RFP must be addressed in order for full consideration to be received. A simple explanation, such as “Yes, we can provide this feature” is not acceptable

We anticipate that your Bid will result in savings and efficiencies to Columbia in five areas: 1) Program Management 2) Service, 3) Value 4) Bidder Diversity and 5) Sustainability.

1) Program Management - Bid should explain the manner in which support can be provided for each defined feature, function, or requirement. Robust and flexible reporting capabilities are also important.

2) Service - We expect that you will provide exceptional customer service throughout the purchasing process. We also expect that you will agree to meet or exceed specific service goals included in this program. You must provide a reliable means of measuring performance relative to these goals.

3) Value - Prices offered by Bidders will be one of the criteria used to determine successful Contract.

4) Bidder Diversity Compliance - We expect that you will work within Columbia guidelines pertaining to sourcing from minority and local businesses, and creatively support the efforts in this regard.

5) Sustainability - We expect that you will work with Columbia initiatives pertaining to Sustainability.

Evaluation Criteria

Columbia may use a variety of procedures and techniques in evaluating Bids and Bidders, including, but not limited to, creating a short list of Bidders, using upset levels, banding, comparative pairing, and price conversion techniques, requesting Best and Final Offers, conducting discussions, oral interviews and presentations, site visits, and negotiations, checking references, determining financial capability, and performing reevaluations of Bids as necessary. Through use of any procedure or technique, Columbia may limit the number of Bids to one or more that it will continue to consider. Columbia reserves the right to reject any Bid that does not meet prerequisites or minimum requirements or which scores below average on any of the criteria.

Selection

Columbia reserves the right to make an award without further discussion of the Bids submitted; there may be no best and final offer procedure. Interviews and negotiations may be conducted with one or more of the Bidders, but there shall be no obligation to receive further information

from any Bidder. Therefore, each initial offer should contain the Bidder's best terms from a cost or price, service, and technical standpoint.

Columbia may consult references familiar with the Bidder regarding its prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a Bid shall constitute permission for Columbia to make such inquiries and authorization to third parties to respond thereto.

Columbia may elect to initiate contract negotiations with one or more Bidders including negotiation of costs/price(s) and any other issues or terms and conditions, including modifying any requirement in the RFP. The option of whether or not to initiate contract negotiations rests solely with Columbia. No Bidder shall have any rights against Columbia arising from such negotiations. The Bidders will be responsible for their travel and per diem expenses, required for any presentations, discussions, and/or negotiations.

Columbia reserves the right to award the Contract to a supplier other than the Bidder presenting the lowest price. The Contract resulting from this solicitation will be awarded to the Bidder(s) whose Bid(s) Columbia believes will be the most advantageous to Columbia. The release of the RFP does not compel Columbia to purchase or to make an award. Columbia shall not be obligated in any manner to any Bidder whatsoever until a written Contract has been duly executed relating to an approved bid.

Columbia reserves the right to award multiple contracts for the products, work and/or services that are the subject matter of this Bid and Bidder(s) are hereby given notice that they may not be Columbia's only Contractor or Bidder for such products, work and/or services.

As a result of the selection of a Bidder to supply products and/or services to Columbia, Columbia is neither endorsing nor suggesting that the Bidder's product or service is the best or only solution. The Bidder agrees to make no reference to Columbia in any literature, promotional material, brochures, sales presentation or the like without the express written consent of Columbia.

The Bidder will be expected to enter into a Contract with Columbia which is substantially the same as the contract included with this RFP, through April 30, 2026, with the Columbia option to extend to April 30, 2027. In no event is a Bidder to submit its own standard contract terms and conditions as a response to this RFP. If a Bidder objects to any of the provisions of Columbia's standard contract, it must identify in the Bid any clauses which are unacceptable and the reasons or problems and propose alternatives. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final contract.

Rejection of Bids

Columbia has the right to reject any and all Bids for any reason.

Notification of Award

The Columbia Representative will issue "Notification of Award" letter(s) once a selection has been made.

Timetable for Proposal, Selection and Award Process

The following timetable has been established regarding the RFP and its award.

ACTION	DATE
Distribution of the RFP	9/6/24
Submission of Intent to Bid Form	9/13/24
Deadline for receipt of RFP questions/clarifications	9/19/24
Deadline for receipt of RFP response	9/23/24

Section 4

University Background Information

Columbia University was founded in 1754 as King's College by royal charter of King George II of England. It is the oldest institution of higher learning in the state of New York and the fifth oldest in the United States. Columbia University is an independent, privately supported, non-sectarian institution of higher education.

Columbia University has grown to encompass three principal campuses located in Morningside Heights, Manhattanville and Washington Heights, in addition to two Alumni Development locations at the Columbia University Medical Center and Columbia College. Today, Columbia is one of the top academic and research institutions in the world, conducting path breaking research in medicine, science, the arts, and the humanities. It includes three undergraduate schools, thirteen graduate and professional schools, and a school of continuing education. The University employs 14,000 instructional and administrative staff and serves a student population of approximately 27,000.

BID PART I - BIDDER'S DECLARATION

This Bid is in response to Columbia’s request for a Bid (“RFP”) for **Site Management and Monitoring for MAP (Metformin in Alzheimer’s dementia Prevention) Study.**

for Columbia University. This Bid consists of:
Information & Instructions for Bidders
Bid Part I - Bidder’s Declaration
Bid Part II - Bidder Scope of Work (“SOW”)
Bid Part III –Bidder Questionnaire
Bid Part IV - Exceptions to Columbia Terms & Conditions

Bidder agrees to perform in accordance with all provisions of the RFP documents and any addenda thereto, except as may be specifically stated in this Bid, at the prices set forth herein.

Bidder agrees that this Bid is a firm offer to Columbia which cannot be withdrawn for 120 calendar days from and after the Bid due date.

Bidder certifies that it has thoroughly examined and fully understands all of the provisions of the RFP and the conditions of the contract documents attached thereto, as well as any addenda issued prior to the due date; that it has carefully reviewed and fully supports the accuracy of its Bid; has satisfied itself as to the nature and location of all work, the technical, general, and local conditions to be encountered in the performance of any work, the requirements of the contract and all other matters which may in any way affect performance or the cost thereof; and that Columbia shall not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

If awarded a Contract, Bidder agrees to execute the Contract and deliver it to Columbia within 15 calendar days of such award, along with any required certificates of insurance.

Authorized Signatory

Title

Company Name

Date

Company Address

Telephone Number

Federal Taxpayer I.D. Number

Email Address

DUNS Number

BID PART II – SCOPE OF WORK

Columbia is seeking candidates for a consultant position consisting of site management and site monitoring for 18 sites in the United States in the MAP study, which is an 18-month phase II/III 1:1 randomized clinical trial of extended-release metformin vs. matching placebo among 326 persons with amnesic mild cognitive impairment without diabetes in the prevention of cognitive decline among persons at risk for Alzheimer's dementia.

Site management duties will include ensuring that the 18 study sites adhere to the study protocol and research regulations, comply with subject pre-screen, screen, recruitment and retention targets, assisting study site personnel with start-up and training and certification activities. The consultant will be responsible for study drug reconciliation and working with the data management team at Johns Hopkins in performing monthly data checks for data cleaning and improving the electronic data capture (EDC) system interface.

Monitoring duties will include but are not limited to reviewing the source documentation and data entry performed by each site personnel for accuracy, completeness and verifiability and managing any queries generated from those reviews. The consultant will be responsible for reviewing medical history, concomitant medications, giving guidance on adverse event reporting and coding of adverse events and other safety-related items. The consultant will be responsible for monthly adverse event reporting and serious adverse event reporting as needed to the study drug manufacturer. When required, the consultant will assist with creating corrective and preventive action plans and help conduct instructional sessions with individual sites to correct any large-scale issues. The consultant will help with delivering manuals and checklists for monitoring.

The consultant will conduct regular meetings with each site to maintain compliance with the previously listed items. The consultant will also be expected to participate as needed in study meetings with the study PI and study manager, based at Columbia University Irving Medical Center, and the coordinating center based at Johns Hopkins Medical Center.

The consultant is expected to spend up to 40 hours a week on these activities until April 30, 2026, with a potential extension until April 30, 2027. This extension is contingent on the extension of the grant period by the funding agency.

A. Pricing: Pricing should be based on a price per hour structure.

BID PART III – BIDDER QUESTIONNAIRE

Please state whether your organization can comply with the following minimal requirements.

A. Bidder Business Structure

1. Provide your company's name and address, and the primary RFP contact's name, phone number, e-mail address and fax number.
2. Please give a brief history of the company including the year organized, and the nature of the company's ownership and specific details with regard to any affiliated companies, franchises or joint ventures.
3. Please provide the location of each of your company's offices. Indicate which office would service this account.
4. Has your company changed names and/or declared bankruptcy in the last five (5) years?
5. Is Bidder incorporated? If so, in what state and as what type of corporation?

B. Business Information

1. What is the scope of products and services you offer?
2. Please describe any subcontractor relationships that would be involved in the support of any Columbia contract. Please note that use of any subcontractor may require Columbia approval in advance and Columbia University is not responsible for any payments or contracts with subcontractors.
3. Columbia is not responsible for any payments to subcontractors or 3rd parties. You will make all payments to sub-contractors and provide copies of those invoices to Columbia. Do you agree to this provision?
4. Do you provide Site Management and Monitoring services to any other academic institution? If yes, provide information. The name of the institution is not required.
5. Please provide a minimum of three (3) references to Columbia that are familiar with your organization regarding its operations, reputation, performance, or other matters. At least one (1) reference shall be from an educational institution. Submission of a proposal shall constitute permission for Columbia to make such inquiries and authorization to third parties to respond thereto.
6. Indicate your proposed daily service hours, including evening, weekend and holiday coverage.
7. What holidays does your firm observe?
8. All staff utilized in support of this RFP will have full background checks, including

Federal, State and County Criminal, Sex Offender, Social Security and DMV searches. Do you agree with this provision?

C. Bidder Diversity

It is the policy of Columbia to promote and increase the participation of minority-owned business enterprises (“MBE’s” or “MWL’s”) as suppliers and second-tier providers. An MBE is defined as a business enterprise more than 50% of which is owned by women or minorities. To the extent practicable, maximum opportunity shall be given to qualified MBEs to participate as suppliers and contractors to Columbia. All qualified suppliers are provided equal opportunity to compete and participate in Columbia’s procurement process subject to all the established purchasing policies and procedures.

1. Please confirm if the ownership of Bidder (check all that applies):
 - American Indian or Alaskan Native?
 - Asian or Pacific Islander?
 - Black (African American)?
 - Hispanic?
 - Non-Minority Woman?
 - Woman

2. Are the owner(s) of Bidder United States citizens?

3. Has Bidder ever been certified as an MBE, WBE or LBE by any agency? If so, please provide a copy of the certification.

4. Please provide the name(s) and phone numbers of any dedicated Bidder personnel who deal with MBE, WBE and LBE issues.

5. Please discuss Bidder’s own MBE/WBE/LBE program, and if Bidder is not a MBE/WBE/LBE itself, describe Bidder’s ability to provide any “second-tier” reporting to Columbia. Second-tier reporting provides details of Bidder’s expenditures, by ownership category, with MBE/WBE/LBE’s related to any contract.

6. Columbia requires that if you are not an MBE/WBE or LBE within the Zip codes noted below that you hire staff within the zip codes. Do you agree with this provision?

10025,10026,10027,10029,10030,10031,10032,10033,10034,10035,10037,
10039, 10040, 10451,10454,10455,10474

7. As Columbia is committed to the hiring of qualified local residents from the above-mentioned local areas when possible:

- Does your proposal currently address the hiring of local residents?

D. Sustainability Initiative

1. Do you have an internal sustainability plan?
2. What are your waste management policies? Are you willing to participate in the EPA's Waste Wise Program? <https://www.epa.gov/smm/wastewise>
3. Are you willing to track and report metrics to Columbia, related to energy use, GHG emissions, water use, etc. that are related to services we contract/products ordered?
4. What percentage of your onsite energy is provided from renewable sources?

**Columbia University
Service Provider Agreement**

Service Provider Agreement (“Agreement”) dated as of _____ (the “Effective Date”) between The Trustees of Columbia University in the City of New York located at _____ (“Columbia”) and _____, located at _____ (“Service Provider”).

- 1) Scope. In addition to the duties and obligations contained in this Agreement, the Service Provider agrees to perform the services (the “Services”) described in the attached Statement of Work (Attachment 1).
- 2) Term and Termination.
 - a) The Term of this Agreement is from _____ to _____, unless earlier terminated in accordance with this Section 2. The Statement of Work will begin on the Effective Date and will end when Service Provider and Columbia have completed their obligations there under, unless otherwise stated in the Statement of Work.
 - b) Columbia may terminate this Agreement in whole or in part at any time without cause upon at least fifteen (15) days written notice to Service Provider. If this Agreement is a subcontract (with Columbia being the contractor to another party, and Service Provider being Columbia’s subcontractor), then Columbia may immediately terminate this Agreement upon written notice to Service Provider if the prime contract is terminated for any reason. If Columbia terminates this Agreement without cause, Columbia will promptly pay Service Provider for its Services performed through the effective date of termination, in accordance with the terms of this Agreement.
 - c) Columbia may terminate this Agreement for Service Provider’s breach upon at least ten (10) days written notice to Service Provider, unless during such notice period Service Provider fully cures the breach to Columbia’s reasonable satisfaction.
 - d) Service Provider may terminate this Agreement for Columbia’s breach for failure to pay any undisputed amounts, then due upon at least thirty (30) days written notice to Columbia, unless during such notice period Columbia fully cures the breach.
 - e) In the event of any termination, or at any time upon Columbia’s request, Service Provider will: (i) immediately return to Columbia any Columbia proprietary materials and information in Service Provider’s possession or control, including without limitation all Columbia Confidential Information and any deliverables then under development; and (ii) at Columbia’s request, cooperate with Columbia in the transition of the work performed in the services described in the Statement of Work.
 - f) Any provisions of this Agreement, (including, but not limited to, Confidentiality and Indemnity obligations), that by their nature extend beyond termination will remain in effect in accordance with their terms.

- 3) Payments. Conditioned upon Service Provider's performance of the Services in accordance with this Agreement, Columbia will pay Service Provider the amounts specified in Attachment 1 (the "Statement of Work"). The payments specified in the Statement of Work represent Columbia's total financial commitment to Service Provider for all Services and deliverables, and other obligations under this Agreement.
- 4) Performance of Services.
 - a) Service Provider will perform the Services in accordance with any project schedule set forth in the Statement of Work. The parties agree that "time is of the essence" with respect to Service Provider's performance.
 - b) Service Provider will assign qualified and experienced personnel to perform the Services. Where the Statement of Work identifies specific Service Provider personnel, these individuals will remain assigned to provide the Services throughout the term of this Agreement, in accordance with their roles and responsibilities identified in the Statement of Work, unless otherwise approved in writing by Columbia. However, if Columbia objects to the manner of performance of any Service Provider personnel (including any third-party contractors or agents of Service Provider), Service Provider will promptly take all necessary actions to rectify the objections, including, if requested by Columbia, the prompt removal of the individual from the provision of Services to Columbia. If it becomes necessary to replace any personnel, Service Provider will provide as a replacement a person with equivalent or better qualifications, as approved by Columbia (such approval not to be unreasonably withheld).
 - c) Columbia will have a reasonable opportunity not to exceed thirty (30) days, unless otherwise specified in the Statement of Work to review all deliverables or Services provided to Columbia. If Columbia informs Service Provider of a deficiency in the deliverables or Services, Service Provider will promptly make corrections and re-submit them to Columbia for review and approval. Service Provider will not charge Columbia for the time and expense in making corrections to deliverables that fail to comply with the requirements. If Service Provider is not able to timely make all appropriate corrections, Columbia may elect to terminate the Statement of Work, in which event Service Provider will promptly refund any amounts previously paid by Columbia for work not performed. Nothing in this clause herein will excuse Service Provider from meeting any delivery or project schedule set forth in the Statement of Work.
 - d) Service Provider will deliver status and other reports to Columbia as requested. Status reports will identify anticipated or actual project delays or issues in reasonable detail. If Service Provider believes that Columbia is failing to perform any activity or obligation that will delay or interfere with Service Provider's performance of this Agreement, Service Provider will promptly notify Columbia in writing per Section 12 (a) and will cooperate with Columbia's efforts to resolve the matter. Columbia's unreasonable failure to perform any activity or obligation will not excuse Service Provider's delay or nonperformance, unless Service Provider provides timely notice to Columbia in accordance with this Agreement.

5) Warranties.

- a) Service Provider and Columbia warrants that it has the requisite power and authority to enter into and perform its obligations under this Agreement. Service Provider warrants that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.
- b) Service Provider warrants that it will perform the Services (i) in a diligent and highly professional manner, (ii) in accordance with applicable law; and (iii) through qualified and experienced individuals to perform the Services. Service Provider will obtain all required governmental and third-party licenses, approvals, and permits appropriate for the provision of Services and deliverables.
- c) Service Provider warrants that all deliverables will be developed in accordance with the quality standards of the applicable industry and will meet in all respects the requirements set forth in the Statement of Work.
- d) Service Provider further warrants that the Services and deliverables will not infringe or misappropriate the rights of any third party.
- e) Service Provider has all power and authority to convey ownership of the Services and deliverables to Columbia in accordance with this Agreement.

6) Confidentiality.

- a) Service Provider acknowledges that in the course of performing its responsibilities under this Agreement, Service Provider may be exposed to or acquire information that is proprietary or confidential to Columbia University and/or its affiliates. For purposes of this Agreement, such information (“Confidential Information”) shall include all information, written or oral, relating to the business, operations, services, facilities, processes, methodologies, technologies, intellectual property, research and development, employees, patients, faculty and students, other consultants and authorised agents of Columbia University, and/or its affiliates.
- b) Service Provider agrees to hold the Confidential Information in strict confidence and not to disclose the Confidential Information to third parties or use Confidential Information for any purposes whatsoever, other than for the performance of Service Provider’s obligations hereunder, without the express written permission of Columbia University.
- c) Service Provider shall be permitted to disclose Confidential Information only to its officers and employees who have an absolute need to know such Confidential Information in order to fulfil Service Provider 's obligations to Columbia University hereunder and who are informed of and agree to be bound by the confidentiality obligations of this Agreement. Service Provider shall assist Columbia University in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- d) Service Provider shall immediately advise Columbia University if it learns or has reason to believe that any person who has had access to Confidential

Information has violated or intends to violate the terms of this Agreement, will reasonably cooperate in seeking injunctive relief against such person.

- e) All Confidential Information is and shall remain the sole property of Columbia University. Service Provider shall not gain any interest or rights in or to the Confidential Information by virtue of its disclosure to Service Provider.
- f) The Confidentiality obligations shall not extend to information that: (i) as of the time of its disclosure or thereafter becomes available to the public through a source other than Service Provider, (ii) was rightfully known to Service Provider as of the time of its disclosure, (iii) is rightfully learned by Service Provider from a third party not under a confidentiality obligation to Columbia University, or, (iv) is required to be disclosed pursuant to a subpoena, court order, or government authority. Service Provider shall provide prompt written notice to Columbia University prior to such disclosure, so that Columbia University may seek a protective order or other appropriate remedy.
- g) Upon conclusion of the Statement of Work, or at such earlier time as Columbia University may direct, Service Provider will return to Columbia University all Confidential Information in its possession, including all copies thereof. Upon request, Service Provider shall certify to Columbia University in writing that all Confidential Information has been returned.

7) Ownership Rights.

- a) All deliverables to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Service Provider in the performance of Services hereunder, (collectively the "Work Product") will be owned exclusively by Columbia, including all proprietary and intellectual property rights therein. To the fullest extent permissible under law, the Work Product will be a "work made for hire" for the University. To the extent not automatically vested in Columbia, Service Provider hereby assigns to Columbia all rights, title and interest in and to the Work Product, including, without limitation, copyright, patent, and trade secret rights. Upon Columbia's request, Service Provider will execute any additional documents necessary for Columbia to perfect its ownership rights.
- b) Notwithstanding the foregoing, Service Provider will retain ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Work Product, provided that Service Provider will inform Columbia in writing before incorporating any pre-existing material or pre-existing intellectual property into the Work Product. Service Provider hereby grants Columbia a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense) to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing materials and intellectual property as may be incorporated into the Work Product or otherwise provided to Columbia in the course of performing the Services.

8) Indemnity.

- a) To the fullest extent permitted by law, Service Provider will indemnify, hold harmless and defend Columbia, its trustees, officers, faculty, students, agents, and employees against any and all damages, suits, actions, claims, liabilities,

losses, judgments, costs and expenses arising out of or relating to (i) any personal or bodily injury (including death) or property damage caused by Service Provider's negligent, willful, or unlawful acts or omissions or breach of this Agreement, (ii) breach of Service Provider's confidentiality obligations, or (iii) an infringement or misappropriation of any third party intellectual property or proprietary rights (including, without limitation, trademark, trade secret, copyright or patent) by the Services or Work Product.

- b) Columbia will provide prompt written notice to Service Provider of any claim that Service Provider is obligated to indemnify under this Agreement. Service Provider will be permitted to control the defense of the claim and any related settlement negotiations, and Columbia will cooperate (at Service Provider's expense) with the defense and settlement of the claim. In seeking to settle a claim, Service Provider may not purport to accept or expose Columbia to any liability, or admit to any fault, unless approved in writing in advance by an authorized representative of Columbia, as identified in Section 12. Columbia will have the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

9) Disputes.

- a) The parties will make good faith efforts to resolve any dispute concerning this Agreement prior to commencing litigation.
- b) Columbia will not be deemed in breach of this Agreement for withholding any portion of payment that Columbia is disputing in good faith. Columbia will, however, make prompt payment of any portion of an amount not under dispute.
- c) The laws of the State of New York will govern all rights, duties, and obligations arising from or relating in any manner to this Agreement, without regard to conflict of laws principles. Any and all claims arising from or relating to this Agreement will be heard either in United States or New York State courts located in the City and County of New York.

- 10) Use of Name. Service Provider will not (i) use the name, insignia, symbols or marks of Columbia, its faculties or departments, or any variations or combination thereof, or the name of any trustee, employee, faculty member or student, or advertise the fact that Service Provider has contracted with Columbia, (ii) release any information relating to this Agreement, including but not limited to the date / duration of the Agreement, (iii) advertise or otherwise publish, circulate or disclose any information relating to the Agreement. For the purpose of this clause, "information" includes but is not limited to, broadcasts, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia or any media now known or hereafter created.

11) Insurance.

- a) Service Provider will maintain, at its own cost and expense – and require all of its contractors (subcontractors) to maintain at their own cost and expense – the types and amounts of insurance listed on the Columbia University-Department of Risk Management website (Insurance Requirements for Contractors) relevant to the work being performed. Such insurance must be purchased with carriers rated "A" "VI" or better by A.M. Best and authorized to do business in the State of New

York. In no such instance may the insurance limits purchased by Service Provider be less than those proscribed below:

- i) Commercial General Liability insurance, written on an occurrence basis including, but not limited to, coverage for contractual liability, products and completed operations, personal injury, bodily injury with no exclusions, and broad form property damage liabilities with liability limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.
- b) When working on-site at Columbia facilities or at Columbia sponsored events,
 - i) Workers' Compensation and Employers Liability insurance, covering each employee of Service Provider engaged in the performance of work under this Agreement, with minimum limits of liability in accordance with applicable state law in the case of Workers' Compensation insurance, and with not less than the following limits of liability in the case of Employers Liability insurance: Workers' Compensation - Coverage A – Statutory; Employers Liability - Coverage B- Each Accident - \$1,000,000; Policy Limit - \$1,000,000; Each Employee by Disease - \$1,000,000.
 - ii) Automobile Liability insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 per occurrence.
- c) When the Service Provider will be performing work of a specialized professional nature – to include but not limited to design, consulting, engineering, or any other professional services, Service Provider shall carry Professional Liability/Errors and Omissions insurance with limits not less than \$1,000,000 per claim. If Service Provider's services include software development, systems development, or outsourced systems, the insurance shall include coverage for liability arising from intellectual property infringement, information technology, and software development services. If the Professional Liability insurance is claims-made, the coverage shall be maintained for three (3) years following termination of this Agreement.
- d) When the Service provider will be performing work involving Personally Identifiable Information (PII) or Protected Health Information (PHI), Service Provider shall carry Cyber/Privacy Liability insurance with limits not less than \$5,000,000 per claim to include but not limited to the unauthorized use of and access to Columbia information systems, defense of regulatory actions involving security incidents, failure to protect confidential information, and costs related to notification services. Notwithstanding anything in this Agreement, the indemnification and liability provisions of the BAA executed by the parties shall govern any liability or indemnification obligations which may arise under the BAA.
- e) When the Service Provider will be performing work involving physical or electronic care, custody or control over any money, securities, precious metals, artifacts or other property owned by or due to Columbia, Service Provider shall carry Commercial Crime/Fidelity insurance with minimum limits of \$5,000,000 per loss against acts caused by Employee Dishonesty. Additionally, if Service

Provider will be collecting, processing or recording any payment transactions including credit, debit, ATM, check or vouchers, on behalf of Columbia, Service Provider shall also carry Commercial Crime/Fidelity insurance with minimum limits of \$5,000,000 per loss against acts caused by Forgery, Fraud, and Computer Crime.

- f) Each of the policies required by subsections (a) and (b) above shall provide that the insurance company pay the costs of defense (including attorneys' fees) of any suit or proceeding against Columbia University or its trustees, officers, agents, or employees, alleging any omission or act relating to this Agreement, and seeking damages on account thereof, even if such suit is groundless, false or fraudulent. All insurances listed here shall be primary and non-contributory, contain waivers of subrogation on behalf of Columbia and its insurers, and shall be written to cover claims incurred, discovered, manifested or made during or after the expiration of this Agreement. Insurance procured by Service Provider shall not reduce or limit Service Provider's obligation to indemnify and defend Columbia University or Service Provider's liabilities for claims made or suits brought which result from or are in connection with the performance of this Agreement. Any insurance Columbia University may purchase shall be excess and non-contributory. Service Provider is responsible for any deductibles/self-insured retentions under all of the required insurance policies. Notwithstanding any other provision in this agreement, the insurance obligations listed here shall not limit or reduce the liability of Service Provider to Columbia. Columbia may at any time during the term of this Agreement change or modify the insurance requirements of Service Provider with thirty (30) day written notice.
- g) Prior to commencement of the work, Service Provider will deliver certificates of insurance to the University providing evidence of the coverage required above. Each certificate of insurance shall provide for a 30 (thirty) day written notice of cancellation or material change and with respect to Commercial General Liability and Auto Liability insurance, shall name The Trustees of Columbia University in the City of New York, its trustees, officers, agents and employees as additional insured. Certificates of insurance are to be sent to Columbia University, Central Purchasing, 615 West 131st Street, 3rd Floor, New York, NY 10027. Failure or waiver to provide a Certificate of Insurance shall not waive Service Provider's obligation to maintain the insurance requirements set forth herein.

12) Notices.

- a) All required reports to be delivered to the Columbia Department issuing the Statement of Work shall be addressed as follows:

- b) All other written notices to be delivered to Columbia shall be addressed to:

Columbia University Purchasing
615 West 131st Street
3rd Floor
New York, NY 10027
Attn: Central Purchasing

with a copy to:
Columbia University
Office of the General Counsel
412 Low Library
Mail Code 4308
535 West 116th Street
New York, NY 10027

- c) All written notices to be delivered to Service Provider shall be addressed to:

- d) Either party may change its addressee or other information by providing written notice thereof to the other party, as identified in subsection (a) and (b), respectively.

13) **Force Majeure.** Columbia and Service Provider shall not be in default nor liable for any failure in performance or loss or damage under this Agreement due to any Force Majeure Event. "Force Majeure Event" is defined as an event, or a series of related events, that is outside the reasonable control of the party affected (including, but not limited to, power failures, industrial disputes affecting any third party, changes to the law, disasters, pandemics, explosions, fires, floods, riots, terrorist attacks and wars). Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under this Agreement, those obligations will be suspended for the duration of the Force Majeure Event. A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will: (a) forthwith notify the other; and (b) inform the other of the period for which it is estimated that such failure or delay will continue. The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

14) **Regulatory and Compliance**

- a) Service Provider acknowledges that Service Provider has received and reviewed a copy of the written Identity Theft Prevention Program (ITPP) maintained by Columbia University pursuant to the FTC Red Flags Rule, 16 C.F.R. §681.2 (<https://universitypolicies.columbia.edu/content/identity-theft-prevention-policy>). In performing activities in connection with a Covered Account (as defined in the ITPP), Service Provider and its personnel will maintain and observe policies and

procedures to detect relevant Red Flags that may arise in the performance of the Service Provider's activities and will take appropriate steps to prevent or mitigate identity theft. Service Provider agrees to report promptly and comprehensively to Columbia University in writing in the event Service Provider in connection with a Covered Account detects an incident of actual or attempted identity theft or is unable to resolve one or more Red Flags that Service Provider detects in connection with a Covered Account.

b) Service Provider acknowledges below listed commitments, but are not limited to the following:

i) Anti-Bribery: Service Provider will take no action, or omit to take any action, that would violate or cause Columbia to be in violation of, applicable anti-bribery and other anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act. Service Provider agrees that in connection with this Agreement, Service Provider will not offer, pay, promise to pay, or authorize the payment of, directly or indirectly, money or anything of value to any entity or other person of any type (including, but not limited to, any government official, official of any public international organization, political party official, or political candidate) for the purpose of influencing any act or decision or to secure any other improper benefit or advantage.

ii) Other Laws: Service Provider will take no action, or omit to take any action, that would violate or cause Columbia to be in violation of, applicable laws, including, but not limited to, U.S. trade controls, export, and anti-boycott laws and regulations. Service Provider represents and warrants that it and all other resources engaged directly or indirectly by Service Provider in connection with this Agreement are not themselves (nor are they owned or controlled, in whole or in part, by others that are): (a) debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency, (b) subject to U.S. trade sanctions or restrictions, (c) on the U.S. Treasury Department's Specially Designated Nationals list (www.treasury.gov/sdn), or (d) otherwise restricted, embargoed, or prohibited under applicable law from entering into agreements with U.S. entities and individuals.

iii) Political Activity: In connection with this Agreement, Service Provider will not attempt to influence the outcome of any election for public office, carry on any voter registration drive, support lobbying activity, or otherwise support attempts to influence local, state, federal, or foreign legislation.

iv) Continuing Representations: Without limitation of Service Provider's other obligations, any failure to comply with the provisions of this section will be deemed a material breach of contract. Upon Columbia's request, Service Provider will provide documentation and records demonstrating its compliance with this section.

c) As required by state and local law and regulation, the Service Provider acknowledges completing and/or requiring their employees to complete annual sexual harassment prevention training to its employees, as required by New York Labor Law, NY Lab. L. § 201-G, and New York City Human Rights Law, N.Y.C. Admin. Code § 8-107(30). Upon Columbia's request, Service Provider will

provide documentation and records demonstrating its compliance with this section.

- d) NATIONAL DEFENSE AUTHORIZATION ACT (NDAA) CERTIFICATION. As required by Section 889(a)(1)(B) of the National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232), Service Provider has conducted a reasonable inquiry to determine whether any equipment, system or service provided by Service Provider to Columbia uses "covered telecommunications equipment or services" as defined in Federal Acquisition Regulation (FAR) clause 52.204-25(a), as a substantial or essential component of any system, or as critical technology as part of any system. To date, Service Provider has not identified that any equipment, system, or service provided by Service Provider to Columbia uses "covered telecommunications equipment or services." Service Provider shall notify Columbia within one business day of any change to Service Provider's Certification.
- e) Compliance Program Requirements. To the extent required by applicable law, including N.Y. Soc. Serv. Law § 363-d and its implementing regulations and relevant guidance, Service Provider will be subject to and must participate in Columbia's clinical care compliance program, to Columbia's reasonable satisfaction. If Service Provider fails to participate in the compliance program to Columbia's reasonable satisfaction, this will be considered a breach of this Agreement and Columbia may terminate the Agreement in accordance with Section 2(c).
- f) When applicable, Service Provider agrees that it may create, receive from or on behalf of Institution, or have access to, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 10 U.S.C. Section 1232g (collectively, the "FERPA Records"). Service Provider represents, warrants, and agrees that it will hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (i) permitted or required by this Agreement (ii) required by law (iii) otherwise authorized by Columbia in writing; Service Provider further warrants that it will safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Service Provider protects its own confidential information; must continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement. At the request of Institution, Service Provider agrees to provide Columbia with a written summary of the procedures Service Provider uses to safeguard the FERPA Records.

15) Other.

- a) Service Provider and its agents, contractors and employees entering upon Columbia's premises will take all proper and sufficient precautions and safeguards against the occurrence of any accidents, injuries (including death) or damages to any person or property.
- b) Neither of us will attempt to assign this Agreement, in whole or in part, without the prior written consent of the other. Service Provider may not subcontract any of its obligations hereunder without prior written consent from department contact identified in Section 12 (a). Any attempt to assign or subcontract without consent is void. Any approved subcontracts will be subject to all conditions of this

Agreement, and Service Provider will be responsible for the performance of its subcontractors to the full extent as if employed directly by Service Provider.

- c) This Agreement does not create any right or cause of action for any third party.
- d) Service Provider will perform the Services in accordance with all applicable laws, rules and regulations, including but not limited to equal employment opportunity laws and import and export control laws and regulations. If Services are funded through a government grant or contract, Service Provider will comply with all laws, regulations, standards, and rules applicable to such grant or contract, as if they were fully set forth in this Agreement. Service Provider shall ensure that Service Provider's personnel shall comply with Columbia's respective rules, regulations, policies, Code of Ethics, and security procedures, including, without limitation, COVID protocols including PPE and vaccination status.
- e) If any provision of this Agreement is held to be invalid or unenforceable, but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable in accordance with its objectives. In any case, the remaining provisions of this Agreement will remain in full force and effect.
- f) The failure or delay of either party to insist on strict performance of any term or condition, or to exercise any right or remedy in this Agreement, is not intended, and will not be construed as, a waiver of any such right or remedy.
- g) Service Provider will maintain accurate and current accounting and financial records concerning its activities under this Agreement. At a mutually agreeable time, Columbia or its designated representatives will have the right to audit (at Columbia's expense) Service Provider's books, records and operations to confirm compliance with its obligations under this Agreement.
- h) Service Provider warrants that there exists no actual, potential or appearance of conflict between Service Provider's family, businesses, or financial interest and Service Provider's performance of the Services. Service Provider represents that it has not offered (and will not offer during the term of this Agreement) any compensation, reward, gift, favor, service, outside employment, reimbursement of expenses, loan, ownership interest, or anything else of monetary value, to any officer, trustee, faculty, employee, student, or contractor, of Columbia as an inducement to entering into or continuing under this Agreement. Service Provider will notify Columbia in writing of any change in conditions that might give the appearance of a conflict of interest. Service Provider will support and safeguard Columbia's legitimate interests in any dealings with third parties.
- i) Service Provider is an independent contractor with respect to Columbia, and nothing in this Agreement constitutes the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. Neither Service Provider nor its employees or agents will be entitled to any benefits applicable to Columbia's employees. Service Provider will be solely responsible for its compliance with all laws, regulations, and rules regarding employment of its personnel, and for any claims made by personnel or other individuals assigned by Service Provider to provide the

Services, including any wages, benefits, workers' compensation, health and unemployment insurance, and pension contributions.

- j) In case of a conflict between the provisions set forth above and the Statement of Work or other attachment to this Agreement, the provisions set forth above will govern, unless otherwise specifically agreed in writing.

This Agreement is the complete agreement between Columbia and Service Provider regarding its subject matter and replaces any prior oral or written communications between them. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. Any variance from or addition to the terms and conditions of this Agreement in any present or future invoice or other document delivered by Service Provider will be void and of no effect unless agreed to in writing by an authorized representative of Columbia.

This Agreement may be signed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative. The person signing this Agreement attests that they have the power and authority to do so on behalf of the Parties.

Signed:
"Service Provider"

Sign: _____

Name: _____

Title: _____

Date: _____

Signed:
The Trustees of Columbia
University in the City of New York

Sign: _____

Name: _____

Title: _____

Date: _____