


Purchase Change Request			 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100		Order # MU18MOVE	
FY 20	Buyer DG	Date 2/20/2020	Account Various	P.O. Date 6/27/2017	Contract MU18MOVE	
Document <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase <input type="checkbox"/> Agreement			Document Action <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error <input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input checked="" type="checkbox"/> Change of Vendor Name/Address <input type="checkbox"/> Other			
Vendor Name, Address, Phone #, etc. Central Van and Storage Inc PO Box 626 Poca, WV 25159			Vendor Code		BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	
Ph# 304-755-1898		Fax	FEIN# 550752625			
Item#	Quantity	Description of Change			Unit Price	Extended Price
		<p style="text-align: center;">Change Order # 4</p> <p>To change the Vendor name and address</p> <p>Vendor name changed from: Central Van & Storage of Charleston Inc 301 Jacobson Drive Poca, WV 25159</p> <p>To read as: Central Van and Storage Inc PO Box 626 Poca, WV 25159</p> <p>Effective date of name change: 2/20/2020</p> <p>All other terms, conditions, and specifications contained in the original contract and all authorized change orders remain unchanged.</p> <p>Effective: July 1, 2019 - June 30, 2020</p>				
Reason for Change: To change Vendor name and address				Previous Total	\$	Open-End
				Increase	\$	
				Decrease	\$	
				New Total	\$	Open-End

Approved: Angela White Neff 2/20/20
 Authorized Signature Date

N/A
 Attorney General if required Date

Purchasing Continuation Sheet

BOG 36

Page#
2

P.O. #
MU18MOVE

Vendor: **Central Van & Storage of Charleston Inc**

Organization Name **Marshall University**

Item #	Quantity	Unit	Description	Unit Price	Amount
			<p>Scope of Work</p> <p>Contractor will provide all labor and referrals, including supervision, tools, equipment, licenses and incidentals required and/or implied for the complete and satisfactory performance of moving services at the required locations.</p> <p>Vendor contact: Leonard Papa II Email: gpapa@centralvan.com Phone: 304-697-6006</p> <p>Quote to the University must show tariff with discounts.</p>		



Office of Purchasing

Gene Papa
Central Van & Storage
301 Jacobson Drive
Poca, WV 25159

July 19, 2019

Re: Contract Extension for MU18MOVE

Dear Mr. Papa,

The above referenced contract expired June 30, 2019. There is a provision for another renewal upon written mutual agreement of the parties.

Please annotate on the bottom of this letter, with your signature and date, if you agree to extend contract **MU18MOVE** for one year effective from July 1, 2019 through June 30, 2020 under the same terms and conditions. Enclosed is a Purchasing Affidavit which requires signature and notarization as well.

Please return the letter and the enclosure signed in the original to the noted below.

Marshall University Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100

If you have any questions, please feel free to call me at 304-696-2823.

Sincerely,

Becky Neace *Becky Neace*
Purchasing Agent

I agree to extend the current contract # **MU18MOVE** for an additional one (1) year period effective July 1, 2019 through June 30, 2020 under the same terms and conditions.

Yes No

Yes, subject to the following changes indicated below or in the attached letter.

Gene Papa *8/16/19*
Signature Date

Gene Papa
Printed Name

Resident
Title

Comments: _____

WE ARE... MARSHALL.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W Va Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Central Vault Storage

Authorized Signature: [Signature] Date: 8/6/19

State of WV

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 6 day of Aug, 2019

My Commission expires 2-26-24, 20



NOTARY PUBLIC [Signature]

WV-96
1/1/2019

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

WV-96
1/1/2019

- 12. **STATUTE OF LIMITATIONS** -- Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** -- The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** -- Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** -- Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** -- Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** -- All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** -- Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
- 19. **THIRD-PARTY SOFTWARE** -- If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** -- The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: Marshall University
 By: [Signature]
 Printed Name: Stephanie Smith
 Title: Interim Director of Purchasing
 Date: 7.25.19

Vendor: Central Coast Storage
 By: [Signature]
 Printed Name: Richard E. Price
 Title: President
 Date: 7/16/19

relax.
we carry
the
load.



Relocation Services Proposal

submission prepared for:



Request for Proposal

Household Goods Moving Services: MU17MOVE

Date

April, 25, 2017

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Attachments:

Allied Van Lines Organizational Chart.....	Pg. 10
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Purchasing Affidavit	
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Order & payment information form	
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Agreement addendum WV-96 signed.....	
WV 10 vendor Preference Certification	
Cloud Computing Contract Addendum	
Drug Free Workplace Conformance Affidavit	



transition team and define the roles and responsibilities of the other transition participants.

Yes. Please see our response above.

5. Financial Proposal

Describe the firm's financial proposal including, but not limited to, fees for:

- **Packing/Loading services, including small and larger clients**

We will offer Marshall University a discount of 65% off the above services regardless to Size of client/shipment. This discount is for interstate shipments and off of the 400N/104 tariff which has been attached for your review.

- **Unpacking/Unloading services**

We will offer Marshall University a discount of 65% off the above services regardless of Size of client/shipment. This discount is for interstate shipments and off the 400N/104 tariff which has been attached for your review.

- **Appliance servicing (disconnect, preparation for transport, and reconnect)**

Allied Van Lines has negotiated discounted third-party appliance service pricing for disconnect, preparation and reconnect of these items. These discounted prices will be passed along to the university.

- **Extra pickup and deliveries**

We will provide extra pickup and deliveries at tariff rates and apply the 65% discount.

- **Short term storage in the event new housing is not immediately available**

We will offer Marshall University a discount of 55% off any short-term storage needs that require storage outside of one of our owned warehouses. Any customer who requires storage and can be stored in one of our 6 owned warehouses we will offer a 58% discount off storage rates. If transferee requires longer term storage Central Van Lines will provide Perm Storage rates at a 10% discount.

- **Transportation services including surcharges**

We will offer Marshall University a discount of 65% off the above services regardless of Size of client/shipment. This discount is for interstate shipments and off the 400N/104 tariff which has been attached for your review.

- **Tariff Rates**

All interstate shipments will be priced off the 400N/104 tariff. See attached.

- **Insurance rates**

We will provide the university with Free Valuation/insurance on each relocation based on \$6.00 per lb up to \$100,000 worth of coverage. If additional coverage is needed it will be provided at a reduced fee of .85 per \$100 of additional coverage.

- **Do you provide any performance-based guarantees? If so, please describe.**

We will provide the University with on time pick-up and delivery guarantees. If we miss any pick-up or delivery a \$125.00 per day compensation will be provided to compensate the employee or university for the delay. This will apply on shipments that are 3500 lbs or larger and the total compensation cannot be greater than the total Linehaul charges on the shipment.

- **Any other relevant fees**

**NEW AGREEMENT
FOR MOTOR CONTRACT CARRIER TRANSPORTATION**

Agreement by and between **Allied Van Lines, Inc.**, with a principal place of business in Oakbrook Terrace, IL, hereinafter referred to as "Carrier," and **Marshall University - Athletics**, with a principal place of business in Huntington, WV, hereinafter referred to as "Shipper."

1. **Scope** – Carrier hereby agrees to provide the interstate transportation services for Shipper, as a contract carrier, for the commodities and within the territories described in Appendix A hereto.
2. **Rates, Terms and Conditions** – Except as specified in Appendix A hereto, Carrier shall provide services pursuant to the rates, charges, rules and regulations specified in its motor carrier tariffs and the laws and regulations governing motor carriers (as defined in 49 U.S.C. 13101 et. seq.).
3. **Relationship of the Parties** – The relationship of Carrier to Shipper shall be that of independent contractor. All equipment used by Carrier in the performance of the transportation functions hereunder shall at all times be under the exclusive control of Carrier, and all expenses incurred by Carrier in the operations of the equipment shall be paid by Carrier, without reimbursement from Shipper.
4. **Compliance with Laws** – The parties agree that all for-hire transportation services provided by Carrier under this Agreement shall be in conformance with the provisions of 49 U.S.C. § 13101 et seq., and the rules, regulations and orders of the Surface Transportation Board, Department of Transportation, and any other governmental body having jurisdiction over the proposed activity; except that the parties hereby waive, to the extent permitted by law, those provisions of 49 U.S.C. § 13101 et. seq. which are inconsistent with this Agreement.
5. **Effective Date, Term and Renewal** – This Agreement shall become effective ten days after it is signed by both parties, or on such other date as is agreed to by the parties hereto, shall remain in effect for a period of one year from the effective date hereof, and shall be automatically renewed on a month-to-month basis thereafter.
6. **Modification** – This Agreement may not be modified except by a written instrument signed by both parties hereto.
7. **Termination** – Either party hereto may, with or without the consent or fault of the other party, cancel this Agreement on thirty (30) days notice, in writing, to the other party. The 30-day notice period shall commence upon mailing if the notice is sent by certified mail, otherwise the 30-day period shall commence upon receipt by the other party. Notwithstanding the foregoing, in the event Carrier has not received any booked shipments within twelve (12) months of the Effective Date of this Agreement, then Carrier reserves the right to terminate this Agreement without written notice.
8. **Restriction Against Assignment** – This Agreement may not be assigned by either party, and any attempt to do so shall be void.
9. **General** – This instrument constitutes the entire and exclusive Agreement between the parties hereto, and any representation, affirmation of fact, and course of prior dealings, promise or condition in connection therewith or usage of the trade not incorporated herein shall not be binding on either party and any and all transportation provided for Shipper by Carrier shall be under the terms of this Agreement. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by specifically authorized representatives of the parties.

10. Application of Agreement -- Carrier and Shipper agree that the provisions of this Agreement shall only apply to shipments authorized for movement by Shipper's offices located in Huntington, WV. It is further agreed that no other division, affiliate, subsidiary of Shipper, or parent company shall be entitled to said provisions, without the prior written consent of Carrier.


The proposed rates and provisions found in this agreement will be null and void if the agreement is not signed and returned to Carrier within ninety (90) days from 6/28/2017.

IN WITNESS WHEREOF the parties hereby execute this Agreement.

MARSHALL UNIVERSITY- ATHLETICS

ALLIED VAN LINES, INC.

By 
Date 07/18/2017

By 
Date 7/18/2017

Name Stephanie Smith
Title Director, Office of Purchasing / CPO
1 John Marshall Drive
Huntington, WV 25755

Carmela J. Moretti
Director, Corporate Pricing and Contracts
One Parkview Plaza, 4th Floor
Oakbrook Terrace, IL 60181

APPENDIX A

OPERATING TERMS AND CONDITIONS

- I. **Scope of Service** – This Agreement shall govern the Interstate transportation of household goods, as defined by 49 U.S.C. § 13102 (10), between points in the United States (except Alaska and Hawaii).
- II. **Invoice Discount** – All Carrier's charges shall be based on a minimum shipment weight of 2,100 pounds. Carrier's charges for household goods shipments shall be reduced by sixty-five (65) percent below the charges in Tariff 400-N and 104-G (subject to annual price adjustments per Item 40 of 400-N) in effect on the date a shipment loads.
- Carrier's charges for storage-in-transit, warehouse handling and SIT transportation (item 210) as described in Item 185 of Tariff 400-N and 104-G (subject to annual price adjustments per item 40 of 400-N) shall be reduced by fifty-five (55) percent.
- The foregoing discounts shall not apply to charges for services performed by third parties and valuation charges.
- Fuel Surcharge & Insurance-Related Surcharge** – Carrier's charges for any fuel-related and/or insurance-related surcharges currently published in Carrier's tariffs that are in effect or published subsequent to the effective date of this Agreement shall apply unless this Agreement is otherwise amended.
- III. **Automobile Shipments** – When a shipment consists of one or more automobiles or one or more automobiles is included in a shipment of household goods, Carrier's charges and liability coverage for the automobile shall be priced on a quote basis. Estimate will be given to the Shipper prior to each move, and in sufficient time for management review and approval.
- IV. **Payment of Charges** – Carrier shall invoice and Shipper shall pay said invoices pursuant to the extension of credit rules in Carrier's motor carrier tariff except that the free credit period is extended to 30 calendar days. Any invoices not paid within the extended free credit period shall be subject to a late payment charge of one and one-half (1 1/2) percent per month or portion thereof.
- V. **Document Preservation and Use of Electronic Copies** – Carrier may preserve any or all records called for in this Agreement or in any of Carrier's tariffs by electronic means, and may destroy "original" or "hard" copies of any or all such documents. Shipper agrees to accept for all purposes an electronic or imaged copy of any such record or other document in lieu of any original documents so long as the information on such copy is legible.
- VI. **Carrier Liability** – Carrier's liability for loss, damage or destruction to all shipments of household goods while in its custody shall be as established by Carrier's Maximum Value Protection No Deductible Option (Tariff 104-G, Item 53). Carrier's maximum liability shall be \$6.00 times the weight of the shipment in pounds up to a maximum of \$100,000.00 unless a greater valuation is specifically declared by Shipper on the bill of lading.
- There shall be no charge for the first \$6.00 per pound of valuation under No Deductible Option up to a maximum valuation of \$100,000.00. For protection in excess of \$6.00 per pound or \$100,000.00, the charge shall be \$0.85 per \$100 for the amount of declared valuation.
- Carrier's charges for storage-in-transit liability and for commodities other than shipments shall be as provided for in its motor Carrier tariffs.
- Carrier shall be liable for pairs and sets in the event that partial damage or loss occurs to the pair or set with the exception of silver/gold (flatware), crystal (glassware), and china (i.e.

service settings), which shall be covered for actual loss or damage to the individual piece or place setting.

- VII. **Claims Settlement** -- Carrier agrees to offer settlement of cargo damage claims not exceeding \$500 within 30 days after receipt of a complete and fully documented claim at Carrier's corporate headquarters. Failure to meet this requirement shall result in a payment of \$50 per day for each day past the thirtieth, up to a maximum total payment of \$500 when claimed by Shipper within 30 days of final claim settlement.
- VIII. **Storage Period** -- Carrier agrees to extend the maximum period for storage-in-transit from 90 to 180 days.
- IX. **On-Time Pledge** -- When carrier fails to pick up shipment at origin on the agreed pickup date or within the agreed period of time in which pickup is to be made, and/or fails to deliver shipment at destination on the agreed delivery date or within the agreed period of time in which delivery is to be made, carrier shall reimburse the shipper \$125.00 per day up to 100% of the linehaul transportation charge, and subject to the notes outlined in Item 802 of tariff 104-G (or reissues thereof).

Marshall University Cloud Computing Contract Addendum

“**Institution**” as used herein means Marshall University, its Board of Governors, Colleges, Schools, and Departments.

“**Vendor**” as used herein means Central Vault Storage
(Insert Vendor Name Here)

Definitions

“**Confidential Information**” is defined as any and all information whose collection, disclosure, protection, and disposition is governed by state or federal law or regulation, particularly information subject to the Family Educational Rights and Privacy Act (FERPA), the Gramm-Leach-Bliley Act (GLBA), or Marshall University Policy [<http://www.marshall.edu/board/board-of-governors-policies/>]. This information includes, but is not limited to, Social Security numbers, student records, financial records regarding students (or their parents or sponsors), financial and personal information regarding Marshall University employees, and other personally identifiable information identified by law.

“**Covered Data**” includes any institutional data defined as “confidential information”.

“**Institution Data**” includes data uploaded by users of the service and communications between the user, the Institution, and Vendor.

“**Notification Event**” includes Vendor system that may access, process or store University data is subject to unintended access. Unintended access includes compromise by a computer worm, search engine web crawler, password compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.

“**Vendor User**” includes the Vendor and its employees, agents, contractors, and other persons associated with Vendor.

Use of the Data

The Vendor agrees that data provided to them during the provision of service shall be used only and exclusively to support the service and service execution, and not for any other purpose. Unless expressly permitted by the written consent of an Institution official authorized to give such consent, Vendor and its employees, agents, contractors, and other persons associated with Vendor (collectively, the “Vendor Users”) are only permitted to use, reuse, distribute, transmit, manipulate, copy, modify, access, or disclose the Institution Data to the extent necessary for Vendor to implement and maintain the information as set forth in this Addendum. Except as otherwise specifically provided for in this Agreement, the Vendor agrees that Institution Data will not be shared, sold, or licensed with any third-

party, except approved sub-contractors, without the express written approval of the Institution and the Senior Vice President for Information Technology.

Vendor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of Institution data and any non-compliance with the data privacy and security requirements by Vendor Users.

Data Protection

Upon termination, cancelation, expiration or other conclusion of the Agreement, Vendor shall return the Covered Data to Institution unless Institution requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of Vendor. Vendor shall complete such return or destruction not less than thirty (30) days after the conclusion of this Agreement. Within such thirty (30) day period, Vendor shall certify in writing to Institution that such return or destruction has been completed.

Compliance with Federal, State, and Local Laws and Regulatory Requirements; Vendor's product must be compliant with any Federal, State, and Local privacy laws or regulations applicable to the Institution, including but not limited to: the Family Educational Rights and Privacy Act (FERPA) (Pub. L. No. 93-380 (1974), codified at 20 U.S.C. § 1232g); the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. No. 104-191, § 264 (1996), codified at 42 U.S.C. § 1320d; Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. § 160 (2002), 45 C.F.R. § 164 subpts. A, E (2002); the Gramm-Leach-Bliley Act (GLBA) (Pub. L. No. 106-102 (1999), privacy protections are codified at 15 USC § 6801 et seq.).

Vendor agrees that it may create, have access to, or receive from or on behalf of Institution or students, or have access to, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). Vendor represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by Institution in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Vendor protects its own Confidential Information; and (3) 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, Vendor agrees to provide Institution with a written summary of the procedures Vendor uses to safeguard the FERPA Records.

Vendor agrees to adhere to the additional FERPA requirements listed at the following web address: [\[http://plac.ed.gov/sites/default/files/data-sharing-agreement-checklist.pdf\]](http://plac.ed.gov/sites/default/files/data-sharing-agreement-checklist.pdf) if any of the data is used for research or a longitudinal study.

Notification of Security Incidents

Vendor, within one day of discovery, shall report to Institution any use or disclosure of Confidential Information not authorized by this Addendum or in writing by Institution. Vendor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure. Vendor shall provide such other information, including a written report, as reasonably requested by Institution.

Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations or other event requiring notification under applicable law ("Notification Event"), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the Institution and its Board of Governors, officers, employees, agents and representatives from and against any claims, damages, or other harm related to such Notification Event.

Institutional Marks Protection

Use of Institution name, marks, or logos: All use by Vendor of Institution name, marks, and content must be approved in writing by Institution and the Senior Vice President of Communications. Institution reserves the right to review all uses of its name, marks or logos prior to their use by Vendor.

Indemnification

Vendor shall indemnify, defend and hold Institution harmless from all lawsuits, claims, liabilities, damages, settlements, or judgments, including Institution's costs and attorney fees, which arise as a result of Vendor's negligent acts, omissions or willful misconduct.

ACCEPTED BY:

MARSHALL UNIVERSITY

By: *Stephanie [Signature]*
Title: Director of Purchasing / CFO
Date: 6/28/17

VENDOR

Company Name: Central Vacu-Storage
By: Leonard Pope
Title: President
Date: 4/24/17