


<b>Purchase Order</b>		 <b>Marshall University</b> Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100 Direct all inquires regarding this order to: (304)			<b>Purchase Order #</b> MU25CCCMPTRVL		
<b>TO:</b>  Anthony Travel LLC PO Box 1086 Notre Dame, IN 46556  FEIN: 473378193      PH: 304-429-4233		Vendor Code: 473378193		<b>Ship to:</b>  Marshall University Rec Dept 201 21st Street Huntington, WV 25703  Room #		THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN  WVFIMS Account #:	
P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #	
6/16/2025	25	LL			NET 30	MU25CCCMPTRVL	

CONTRACT ACCEPTANCE

On behalf of the Governing Board, MARSHALL UNIVERSITY  
 hereby accepts the quotation of Anthony Travel LLC

\_\_\_\_\_

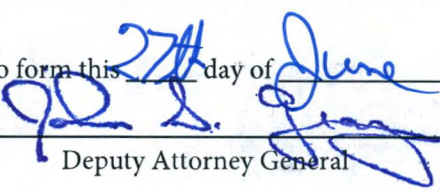
signed by Pat Walsh

Title Senior VP, Collegiate Travel

on 10/13/2023

OFFICE OF THE WEST VIRGINIA  
 ATTORNEY GENERAL APPROVAL:

Approved as to form this 27th day of June, 2025

By:  \_\_\_\_\_  
 Deputy Attorney General

E&I Cooperative Services Master Agreement [EI00371~2023MA]  
 for Travel Management Service  
 Term: October 1, 2023 through September 30, 2028  
 \*\*replacing EI00046~2020MA\*\*

Services Agreement between Anthony Travel and Marshall University  
 Term: October 1, 2023 through February 28, 2028

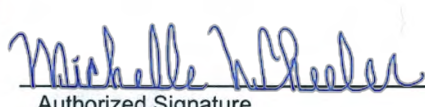
Pricing: Per Price List

\*\*Any prior contracts, if any, are considered canceled\*\*

THIS ORDER IS EXEMPT FROM ALL SALES TAX  
 LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER

Line No.	Fund	Org.	Account	Encumber Amount		Total:	Open End
1.							
2.							
3.							
4.							

Mail Original Invoice and 1 Copy to:  
 Marshall University Accounts Payable  
 One John Marshall Drive Huntington,  
 WV 25755-4500

  
 Authorized Signature

June 27, 2025  
 Date



*Master Agreement*

Anthony Travel LLC  
Travel Management Services  
Master Agreement Number EI00371~2023MA  
October 1, 2023

This Master Agreement (the "Agreement") is effective as of October 1, 2023 by and between Anthony Travel LLC, a corporation with offices located at 7920 Belt Line Rd Ste 1010, Dallas, Texas 75254 ("Supplier"), and Educational and Institutional Cooperative Services, Inc., a New York non-profit corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 ("E&I"), hereinafter collectively referred to as the "Parties" or individually to as the "Party".

This Agreement has been established based on RFP# EI00236~2023RFP for Travel Management Services, all addenda, Supplier response, best and final offer, and negotiations.

**I. Scope and Services**

This National agreement shall apply to all E&I Member institutions ("Member") (as listed in the Official Member List, as updated from time to time, to be provided to the Supplier), its divisions, subsidiaries and affiliates. In addition, if E&I elects to participate in the Agreement, they shall be considered a Member.

This Agreement does not constitute a purchase order or a commitment to purchase products and/or services by E&I or its Members. Any purchases made under this Agreement shall be made by the individual participating Member and any resulting contract shall be between the Member and the Supplier.

The following are the service offerings provided to this Agreement:

**Member Athletic Travel**

Services shall include full travel-management services from experienced collegiate sports travel consultants and unrestricted access to Supplier resources, including the following:

- Access to Supplier airline group contracts, Preferred Hotel Program, and Preferred Bus Program
- Backup support from experienced athletic agents in case of heavy workload or office absence
- Leveraged buying power
- Best practices from sports travel around the world
- Charter access, negotiations and contracting
- International competition and tours
- Fan and donor travel
- Management of unused tickets
- Management of traveler profiles
- Online booking tool, if requested

Member may choose an onsite configuration (Supplier dedicated employee in-house at Member institution) or offsite configuration, working through the Supplier central office. If Member chooses an onsite service configuration, the following additional terms shall apply:

**Services, Maintenance, and Environment.**

Member shall supply sufficient space on campus for the operation of a travel agency to provide travel management services for Member. Member shall supply the following items for use by Supplier: internet connections to the campus network which meets the security protocol of both parties, desk, chairs, file cabinets, campus telephone, phone lines, and a fax line. Member shall also provide such services, including electricity, heat, local & long-distance telephone service, and janitorial service, as are necessary for the operation as a travel agency. Member will also allow Supplier use of the copy machine for no additional charge. All other items are the responsibility of Supplier.





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October 1, 2023

**Personnel.**

Supplier will secure at its own expense all personnel needed to perform the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with Member. Supplier employees shall remain under the direct control of Supplier at all times and Supplier shall be solely responsible for their actions and/or the payment of their salaries, wages and other remuneration. While on Member's premises, which includes Member's property and campus, all Supplier employees will comply with applicable Member policies and will conduct themselves in a manner that will not discredit the Member.

Supplier will offer Member the opportunity to participate in the interview and selection process for the onsite travel agent. Supplier will have the ultimate responsibility for all hiring and employment issues of the Supplier's employees, including Supplier's onsite travel agent.

**Parking.**

Supplier and its employees will receive Member parking privileges in accordance with the parking rules and regulations applicable to Member staff working in the same location.

**Member Business Travel.**

Full travel-management services from dedicated or centralized experienced collegiate business travel consultant(s) and access to Supplier resources, including the following:

- Global transportation and lodging reservation and/or ticketing
- Online booking tool
- Customized reporting
- Vendor negotiations
- 24-hour service
- Visa and passport services
- Duty of Care assistance
- Virtual payment assistance
- Profile management
- Unused ticket tracking
- Account management
- Credit card reconciliation support
- Concur Technology Suite support

***Service Performance Criteria:*** Supplier shall dedicate the necessary resources to achieve the below identified service criteria:

- Phones, when agents are immediately available, shall be answered by a human voice within 45 seconds
- Agent will greet caller by stating name of agency, identifying him/herself by name and asking how he/she can assist
- The average length of time on hold for incoming calls when an agent is not immediately available will be less than 3 minutes
- Return calls will take place within 1 hour of voice message
- Provide itinerary confirmation within 1 business hour of completing an online booking tool reservation
- Provide a response within 2 business hours for all online help-desk calls

If Member elects to have an onsite agent for University Business Travel, the same onsite provisions noted in the Services, Maintenance, and Environment in number (1) above shall apply.



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**Hotel & Conference Services Management.**

*Scope of Work:* Supplier will collaborate with the Member to establish a hotel management services program as outlined below:

1. Research and contract appropriate hotels to meet hotel management services program Member's needs in a timely manner, including.
  - a. Negotiate competitive rates. Conduct periodic rate checks to ensure Member is receiving a competitive rate for all rooms booked through the hotel management services program.
  - b. Negotiating a commission payable by the hotels to Supplier & Member on a total spend basis.
  - c. Negotiating complimentary rooms to be provided by the hotels for use by Member
  - d. Establish, utilize, and execute, in Supplier's name directly with the hotel, a standard contract for the hotel management services program which meets all requirements of the Member. All contracts entered into pursuant to the hotel management services program shall expressly identify the Member as a third-party beneficiary and Member shall have the right to enforce any terms of the contract.
  - e. Work with Member to establish an exclusivity clause with hotels included in the hotel management services program to ensure all Member contracts with each property route through Supplier.
2. Arranging meeting rooms and/or board rooms for hotel management services program, if necessary and requested in a timely manner by Member.
3. Communicating all hotel management services program details to Member Event Planners as per guidelines to be established jointly with Member.
4. Handle all calls, requests etc. related to the hotel management services program.  
Communicating efficiently with hotels to ensure they are familiar with the processes related to the hotel management services program
5. .
6. Report key hotel management services program data to Member periodically, as agreed between Supplier and Member.
7. Billing of each hotel and assisting in collecting of the commission owed to Supplier & Member
8. Remitting of all commissions earned to Member once collected by Supplier.
9. In addition, Supplier agrees that:
  - a. Supplier will designate a hotel management services program Manager to work alongside the Member team and be responsible for the overall management of the hotel management services program.
  - b. Supplier will train and familiarize its staff with the preferred hotel management services program options.
  - c. Supplier will maintain the necessary systems to effectively manage and supply the necessary data for all Supplier interactions.

**II. Term of Agreement**

The Agreement's initial term shall be for five (5) years ("Initial Term"), effective 10/01/2023 through 09/30/2028, and may be renewed for a Renewal Term not to exceed five (5) years. Prior to the end of the Initial Term, and for each successive Renewal Term, the Agreement will be evaluated in overall context and performance. Exercise of any renewal will require formal written notification and mutual agreement between E&I and Supplier at least one (1) year prior to Agreement expiration.

**III. Pricing**

The pricing/discount percentage for the products and/or services as listed on Attachment A shall be applicable to all purchases made under this Agreement for the Initial Term of the Agreement and any Renewal Terms thereafter, unless amended by the Parties. Prices shall remain firm for at least the first twenty-four (24) months of the Agreement Initial Term unless improved for the benefit of Members. Supplier is authorized to offer Members enhanced pricing on a case-





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by-case basis or under a Member Specific Agreement ("MSA") and both shall be considered part of this Agreement. Any variances in pricing for Members shall be reported to E&I's applicable Contract Manager.

After the first twenty-four (24) months of the Agreement Initial Term, the Supplier may request pricing and/or discount changes or increases. With any price increase request, the Supplier must certify in writing that the price change request meets the criteria in Section B10 and shall be accompanied by justification for any increase to include, but not limited to, manufacturers' national price increase announcement letter, a complete and detailed description of the specific products and/or services impacted and by what percentage, a complete and detailed description of the specific raw materials and/or other specific costs that have increased that substantiate the increase, index data and any other relevant information to support the increase. Price increases must be approved by E&I no less than ninety (90) days in advance for proper communication to Members and must be memorialized in writing and signed by both parties with an amendment. Under no circumstances shall price increases requests be made more than once in a twelve (12) month period.

**IV. EDGAR Provisions**

Supplier certifies compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances as acknowledged in Attachment C, Supplier's response to RFP# EI00236~2023RFP EDGAR Certifications requirements.

**V. Terms and Conditions**

Unless otherwise superseded by the terms and conditions of the contracting Member, the terms and conditions contained herein shall apply to all purchases made under this Agreement. Any terms and conditions of any Supplier invoice or acknowledgment form which are inconsistent with the terms and conditions of this Agreement shall have no effect.

**VI. Entire Agreement**

This Agreement together with the Attachments annexed hereto, constitutes the entire agreement between the parties and except as set forth in paragraph B37 hereof supersedes all prior agreements whether written or oral between the parties. Documents subject to Freedom of Information Act may only be released after execution of this Agreement.

**VII. Member List**

The E&I Official Member List will be sent to the Supplier via an electronic file from E&I's Member Success Team upon execution of this Agreement.

**VIII. Signatures**

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized to execute this Agreement.

Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

**SIGNATURE PAGE TO FOLLOW**



Master Agreement

Anthony Travel LLC  
Travel Management Services  
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October 1, 2023

Anthony Travel LLC

DocuSigned by:

Pat Walsh

Signature

Pat Walsh

Printed Name

Senior VP, Collegiate Travel

Title

10/13/2023 | 10:09 AM PDT

Date

E&I Cooperative Services, Inc

DocuSigned by:

Andrew Brennan

Signature

Andrew Brennan

Printed Name

Senior Vice President Sourcing

Title

10/13/2023 | 1:12 PM EDT

Date





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Travel Management Services  
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## Attachment A - Pricing Schedule

### A. Base Fee. Fee structures are as follows:

***Athletics or University Business onsite:*** annual management fee will be negotiated between Supplier and Member and will take into account the scope of services requested, overall travel volumes, and geographic location. With an annual/monthly management fee arrangement, Supplier waives all agency transaction fees.

***Athletics or University Business offsite:*** annual management fee or per-ticket arrangement can apply; both will be negotiated between Supplier and Member taking into account the scope of services requested and travel volumes.

***Hotel & Conference Services Management:*** annual management fee and hotel commission rebate structure will be negotiated between Supplier and Member and will take into account the scope of services requested, overall travel volumes, and geographic location.

**B. Ticketing.** All air & rail tickets will be paid for via credit card.

Services Included in Management Fee
• Agency transaction fees for booking/exchanging/cancelling travel
• After-hours service (in-house & 24/7 partner)
• Access to group air contracts with major carriers
• Exclusively negotiated hotel group rates and benefits at 600+ hotels
• Exclusively negotiated bus rates with 120+ vetted bus companies
• Charter air management services
• Credit card reconciliation
• Data analytics reporting
• Benchmarking vs. national peers
• Management support in all areas of travel
• Best practices from university and sports travel around the country
• Backup support from experienced account managers during heavy workloads or office absence

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- ☐ **On-Site/Local Model:** Full-time service of Anthony Travel account manager(s) that operate on campus and are solely dedicated to the E&I member for athletics or campus business travel.
  - ☐ Obtaining trip and budget information from your travelers and travel arrangers
  - ☐ Researching travel options
  - ☐ Recommending and booking travel reservations
  - ☐ Streamlining overall air, hotel, and ground transportation processes
  - ☐ Rearranging flights and travel arrangements as needed
- ☐ **Off-Site Model: Off-Site Service:** A team of agents collectively service an E&I member's athletics or campus business travel remotely and services other clients.
  - ☐ Obtaining trip and budget information from your travelers and travel arrangers
  - ☐ Researching travel options
  - ☐ Recommending and booking travel reservations
  - ☐ Streamlining overall air, hotel, and ground transportation processes
  - ☐ Rearranging flights and travel arrangements as needed

Pricing is negotiated with a member based on the scope of services requested, overall travel volumes, and geographic location.

**ATHLETIC DEPARTMENT TRAVEL:**

- ☐ Monthly management fee (Anthony Travel waives all agency transaction fees)
- ☐ The management fee increases 3% annually

**UNIVERSITY BUSINESS TRAVEL:**

- ☐ Monthly management fee (Anthony Travel waives all agency transaction fees) or hybrid model that is a management fee base with per transaction fees paid net 30 days
- ☐ *The management fee increases 3% annually*

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Athletics or University Business onsite: annual management fee will be negotiated between Supplier and Member and will take into account the scope of services requested, overall travel volumes, and geographic location. With an annual/ monthly management fee arrangement, Supplier waives all agency transaction fees.

Athletics or University Business offsite: annual management fee or per-ticket arrangement can apply; both will be negotiated between Supplier and Member taking into account the scope of services requested and travel volumes.

Sample per-ticket ranges provided below.

Category	Domestic Cost Per Transaction	International Cost Per Transaction
<b>Online Booking (Unassisted)</b>		
Airfare with Hotel/Vehicle	\$8 (\$10 for Southwest Airlines)	\$8 (\$10 for Southwest Airlines)
Hotel and/or Vehicle Only	\$8.00	\$8.00
Rail Reservation Only	\$8.00	\$8.00
Exchanges	\$8 (\$10 for Southwest Airlines)	\$8 (\$10 for Southwest Airlines)
Voids or Cancellations and Refunds	\$8.00	\$8.00
<b>Online Booking (Agent Assisted)</b>		
Airfare with Hotel/Vehicle	\$30-\$40	\$40-\$50
Hotel and/or Vehicle Only	\$10-\$20	\$20-\$30
Rail Reservation Only	\$30-\$40	\$40-\$50
Exchanges	\$30-\$40	\$40-\$50
Voids or Cancellations and Refunds	\$10-\$20	\$20-\$30
<b>Full-Service Reservation</b>		
Airfare with Hotel/Vehicle (Agent Booked)	\$30-\$40	\$40-\$50
Hotel and/or Vehicle Only	\$10-\$20	\$20-\$30
Rail Reservation Only	\$30-\$40	\$40-\$50
Exchanges	\$30-\$40	\$40-\$50
Voids or Cancellations and Refunds	\$30-\$40	\$40-\$50





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Group Travel		
Airfare with Hotel/Vehicle (Agent Booked)	\$30-\$40	\$40-\$50
Hotel and/or Vehicle Only	\$10-\$20	\$20-\$30
Rail Reservation Only	\$30-\$40	\$40-\$50
Charter or Group Ground Transportation	\$50 per bus/ground charter	\$50 per bus/ground charter
Name Change	\$30-\$40	\$40-\$50
Exchanges	\$30-\$40	\$40-\$50
Voids or Cancellations and Refunds	\$10-\$20	\$20-\$30
After Hours		
Call without Ticketing	\$30-\$40	\$30-\$40
Call with Ticketing	\$60-\$80	\$70-\$90
Exchanges	\$60-\$80	\$70-\$90
Voids or Cancellations and Refunds	\$60-\$80	\$70-\$90

Additional Service Fees	Cost Per Service
Annual Account Management Fee	Negotiated between Supplier and Member
Managed Standard Reporting Fee	Included in management fee
Custom Reporting Fee (per report)	Included in management fee
Unused Ticket Tracking and Management Fee	Included in management fee
Passport Assistance Fee	Pass-through cost
Visa Assistance Fee	Pass-through cost
Optional Technology Fee (Proprietary Software)	Pass-through cost
Optional Technology Fee (SaaS)	Pass-through cost
Customized Travel Portal Fee	Pass-through cost
Online Booking Tool Integration Fee	\$2,500.00
Duty of Care/Risk Management Services Fees	Pass-through cost





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**Relevant Terms**

**A1. Customer Support**

Supplier shall provide a single point of contact plus a backup for each Member. This individual may support multiple Members. Members shall have access to their corresponding customer service representative during normal business hours of every business day (8am to 5pm ET).

**A2. Orders/Purchases**

All terms and conditions of Member's standard terms and conditions for ordering may apply. With each ordering occurrence, it is mutually agreed that the Supplier's notice of acceptance shall create an agreement between the parties thereto containing all pricing, specifications, terms and conditions of the Agreement, to the extent that the terms and conditions are not inconsistent with the Members' terms and conditions or this Agreement.

**A3. Invoices and Payment**

Invoices shall be directed to the appropriate location(s) specified by the Member. Invoices and payment terms must comply with the requirements of each Member. The Member placing the order with the Supplier shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced direct by the Supplier. Neither E&I nor its other Members shall be liable for the indebtedness of any one Member.

If a Member does not specify payment terms, the default payment term shall be no later than thirty (30) days after receipt of a valid invoice or delivery, whichever is later, and include invoicing at time of billing or delivery completion, whichever is later.

Discounts for prompt payment may be offered to any Member from the date of receipt and acceptance of products or services or the invoices, whichever is later. Supplier is encouraged to offer/propose discounts for expedited payment of invoices rendered under this Agreement. Negotiated discounts with Members for aggregated billing (monthly/bi-weekly, etc.) may be negotiated on an individual basis.

**A4. Order Fulfillment, Distribution and Installation Agreements**

Order Accuracy rate shall be maintained at 90% or greater. Order Accuracy rate is defined as "the number of items delivered as ordered divided by the total number of items ordered."

Order Fill rate shall be maintained at 90% or greater. Order Fill rate is defined as "the number of items on an order filled completely as ordered divided by the total number of lines on an order."

Supplier, within twenty-four (24) hours after receiving a purchase order, shall notify the Member of any potential delivery delays. The following information regarding backorder(s) shall be provided to the Member:

- PO Number, if applicable
- Item ID
- Item Name & Description
- Reason for shortage
- Plan of action (when delivery may be expected or suggested replacement)

Members may have their own order fulfillment/distribution/installation agreements with a third-party agent or distributor. The terms and pricing of this Agreement are passed through to the Member and separate from any additional distributor terms and conditions, fees or markups resulting from Members' separate fulfillment/distribution/installation agreements.

**A5. Delivery – INTENTIONALLY OMITTED**





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**A6. Member Specific Agreement (MSA)**

Member and Supplier shall enter into a separate MSA for Travel Management Services to further define the level of service requirements over and above the minimum defined in this Agreement, e.g., invoice requirements, ordering requirements, on campus service, specialized delivery, etc. Any MSA developed is exclusively between the Member and Supplier. E&I, its agents, and employees shall not be made a party or parties to any claim for breach of such agreement. Supplier shall report any applicable MSA information to E&I upon request (pricing variation, start/end dates, etc.).

**A7. Third Party Distributors/Subcontractors**

If Supplier chooses to subcontract any service or delivery of the products under the terms herein, Supplier shall fully warrant prompt performance of the subcontractor in a fully complete, workmanlike manner customary to the trade. Failure by the subcontractor to perform in a timely manner as specified above shall not relieve Supplier of its obligations to make complete timely delivery of products, supplies or service and shall be at no additional cost to the Member.

**A8. Substitutions**

No substitutions of alternate items for products ordered are permitted without the express prior written approval of the Member. Any and all remanufactured or refurbished products are not acceptable, in lieu of a new product, unless authorized in writing by the Member.

**A9. Minimum Orders – INTENTIONALLY OMITTED**

**A10. Supplemental Charges**

Supplier shall be required to state, at the time of order or purchase where applicable, all supplemental charges that may be assessed in addition to the pricing for the products and/or services provided including additional shipping charges, cost of products, delivery, freight fuel surcharges, installation or any other charges incurred by the Member. If Supplier offers multiple pricing options (i.e. drop ship, inside delivery, delivered and installed) they shall be specified herein. Notwithstanding the foregoing, Supplier shall not assess any type of transaction/convenience fee for the acceptance of a credit card as a method of payment. Supplemental charges shall not be applied to entire pricing lists or discount tiers and shall not be applied Agreement-wide. Supplemental charges apply to individual orders or purchases only between the Supplier and Member.

**A11. Emergency Purchases**

Members reserve the right to make purchases of items included under this Agreement when emergency conditions exist and do not require a Letter of Participation as defined in B43. All emergency purchases shall be reported as regular sales to E&I. An Emergency Purchase, for the purposes of this Agreement, means a purchase made in a crisis situation where immediate action is required to prevent the possible loss of life or property or significant financial loss or environmental impacts. An emergency purchase may be made when the existence of an emergency condition creates an immediate and serious need for goods or services that cannot be met through normal procurement methods.

**A12. Storage – INTENTIONALLY OMITTED**

**A13. Tracking Lost and Damaged Shipments – INTENTIONALLY OMITTED**

**A14. Returns – Defective and Non-Conforming Products or Services – INTENTIONALLY OMITTED**

**A15. Reasons for Return or Credit – INTENTIONALLY OMITTED**

**A16. Restocking Policy – INTENTIONALLY OMITTED**

**A17. General Warranty and Product Condition of Sale – INTENTIONALLY OMITTED**





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**A18. Extended Warranty Option – INTENTIONALLY OMITTED**

**A19. User Manuals – INTENTIONALLY OMITTED**

**A20. New and Discontinued Products – INTENTIONALLY OMITTED**

**A21. Replacement Parts – INTENTIONALLY OMITTED**

**A22. Business Review Meetings**

To maintain a partnership between the Member and the Supplier, Members may require business review meetings. These meeting may be held on a quarterly basis, or as agreed to by the Parties. The business review meeting may include, but not be limited to, the following:

- Review of Supplier performance
- Review of minimum required reports (as described in the following section)
- Order or purchase summary over a specified period of time

**A23. Reporting**

At a minimum, the following reports shall be provided to Member, as requested, in an electronic format on a quarterly basis, or as negotiated:

- Total orders year to date, including item ID, item description, unit of measure, total quantity ordered, total quantity shipped, sales price, list price, total sales price (total quantity shipped x sales price), method of payment, department
- Overall order accuracy and fill rates
- Number of orders returned due to Customer error
- Total re-stocking charges (\$) applied
- Number of orders returned due to Supplier error
- Total dollar value of surcharges, transaction fees, delivery charges, and other misc. charges
- Current market updates, i.e. company news, systems failures, product recalls, etc.

**A24. Employee Purchase Program**

Supplier may offer discounted products to Members' students, faculty, and staff for personal purchases. If offering an Employee Purchase Program, Supplier shall describe how it intends to protect Members from liability from personal purchases made by students and employees.

**A25. Samples – INTENTIONALLY OMITTED**

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## **Attachment B**

### **E&I General Terms and Conditions**

#### **B1. Interpretation, Enforcement and Forum of Laws**

For disputes between the Member and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the state in which the Member resides, and the venue of any action shall lie in such state.

For disputes between E&I and Supplier, this Agreement shall be governed by, construed, and interpreted solely in accordance with the laws of the State of New York, and the venue of any action shall lie in the appropriate federal or state courts located in the State of New York.

#### **B2. Compliance with Laws**

Supplier warrants and represents that in the performance of this Agreement, it has complied with and will comply with all applicable federal, state, and local laws, statutes, rules, regulations, and orders, including but not limited to, laws and regulations pertaining to labor, wages, hours, and other conditions of employment.

#### **B3. Funding Provided by Federal Contracts or Grants**

Where Federal Contracts or Grants provide funding to Members used for orders or purchases made under this Agreement, it is the responsibility of the Supplier and the Member to comply with all Federal Acquisition Regulations (FAR) and Educational Department General Administrative Regulations (EDGAR) applicable laws and regulations by completing any certifications and disclosures and any other requirements.

#### **B4. Insolvency**

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, E&I may cancel this Agreement without prior notice and without incurring any liability whatsoever to Supplier.

#### **B5. Assignments**

Supplier shall not assign this agreement or any of Supplier's rights or obligations hereunder, without E&I's prior written consent. Any purported assignment made without E&I's prior written consent shall be void and of no effect.

#### **B6. Resale**

If E&I and/or Member purchase any products for resale, the customer shall have the benefit of every right, warranty, and interest enjoyed by E&I and/or Member.

#### **B7. Patent Trademark and Copyright Infringement**

The Supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application, or any other proprietary right of any third party existing under laws of the United States or any foreign country. The Supplier agrees, at its own expense, to defend any and all actions or suits alleging such infringements and will hold E&I, its officers, agents, servants, employees and Members harmless from any and all losses, expenses, claims or judgments, including reasonable legal fees, arising out of cases of such infringement.

#### **B8. Use of Name, Logos, etc. in Advertising**

Supplier agrees not to make reference to this Agreement or use the logo of E&I or any of its Members in any advertising material of any kind without the expressed written permission of the relevant party. E&I agrees not to make reference to this



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Agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written permission of the Supplier.

**B9. Transactions between Supplier and Member**

The purchase of products and/or services by a Member from Supplier is a transaction solely between Member and Supplier. Supplier acknowledges that E&I makes no representation or commitment that any quantities will be purchased, or services utilized and agrees that E&I shall have no liability relating to Member decisions to purchase or not purchase Supplier products or to use or not use Supplier services. It is understood and agreed that if any litigation arises between Supplier and any Member, Supplier shall not make E&I a party to that litigation. A violation of this provision shall be deemed a material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify E&I against and hold it harmless from all costs associated with such litigation, including reasonable legal fees.

**B10. Education/Pricing Parity**

The pricing and/or discounts established under this Agreement are to be equal to or less than those offered to other cooperatives or comparable consortiums serving education. If, during the Initial Term of this Agreement, including any Renewal Terms, Supplier offers more favorable pricing and/or discounts to other cooperatives or comparable consortiums, Supplier agrees to notify E&I in writing. Supplier agrees to immediately amend the agreement to reflect the more favorable pricing and/or discounts. E&I must be notified of any proposed changes ninety (90) days prior to their implementation.

**B11. Responsibility for Damage Claims**

The Supplier shall hold harmless E&I and the Member from all suits, actions or claims brought on account of any injuries or damages sustained by any person or property as a consequence of any neglect in safeguarding the work by the Supplier; or from claims or amounts arising or recovered under the "Workman's Compensation Law" or any other laws. Supplier shall be responsible for all damage or injury to property occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on its part or on the part of any of its employees, in the manner or method of executing the work; or from its failure to execute the work properly; until all claims have been settled and suitable evidence to that effect furnished to E&I and the Member.

**B12. Protection of Property and Liability**

The Supplier shall take care not to damage the premises or the property of others, and in case such damage occurs as the result of operations under this contract, Supplier shall make appropriate restitution. If the Supplier fails to pay for damage, the amount of such damage may be deducted from any remaining balance due to the Supplier or may be processed as a breach of contract to the full extent the law allows.

**B13. [NEGOTIATED] Indemnification of E&I and Member**

Supplier agrees to indemnify and hold harmless E&I and its Members from and against all liability, to the extent of and in proportion to, losses, damages, claims, liens, and expenses (including reasonable legal fees) arising out of or connected with the products purchased, work or services performed, or resulting from property damage or injuries incurred by or to any third party, the Member or its officers, agents, servants and employees by reason of any defect in manufacture, construction, inspection, delivery, material, workmanship, and/or design of any products and services furnished hereunder, excepting only such liability as may result solely from the acts of negligence of the Member, E&I or its employees. Supplier, at the request of the Member and/or E&I, shall undertake to participate fully in the defense of the Member (in accordance with the statutes of the State where the Member resides) and/or E&I against any and all suits and to investigate and participate fully in the defense of the Member (in accordance with the statutes of the State where the Member resides) and/or E&I against any and all claims whether justified or not, if such claim or suit is commenced against Member or E&I, or their respective officers, agents, servants, and employees. Provided that Supplier shall have the right to retain counsel of its choice and shall otherwise have the right to control the defense, settlement and prosecution of any litigation. Notwithstanding the foregoing, Supplier shall not have the authority to enter into any settlement agreement on behalf of E&I or Member, or to otherwise bind E&I or Member in any way, without the express written authorization of the appropriate officer or designated official of E&I or Member.





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**B14. Insurance**

If fabrication, construction, installation, service or other work is specified to be conducted on Member's premises, Supplier shall maintain in force during the period of such work the following coverages: (a) worker's compensation, as required by the laws of the State of Member; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance naming E&I and Member as additional insureds. Upon request, Supplier shall furnish to E&I satisfactory proof of such insurance coverage.

Individual Members may require coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the Member to arrange for such coverage with the Supplier. Supplier shall furnish to Member satisfactory proof of such insurance coverage prior to commencement of the work.

**B15. Licenses/Permits/Taxes and Tax-Exempt Status**

Supplier shall be responsible for obtaining all permits, licenses, and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

E&I is a non-profit corporation. Members are 501(c)(3) corporations but have varying requirements to either pay or are exempt from state sales tax.

All prices listed and discounts offered are exclusive of all taxes. Supplier shall collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from Member or from E&I (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each Member. If sales to Member are exempt from such taxes, Member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

**B16. Americans With Disabilities Act and Rehabilitation Act**

Supplier shall comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973 and applicable federal regulations. All electronic and information technology and products and services to be used by E&I Member institutions' faculty/staff, students program participants or other constituencies must be compliant with the Americans With Disabilities Act and Section 508 of the Rehabilitation Act of 1973, as amended from time to time. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective manner, with substantially equivalent ease of use.

**B17. Compliance with Immigration Reform and Control Act of 1986**

Supplier is aware of, is fully informed, and in full compliance with its obligations under the Immigration Reform and Control Act of 1986. Supplier shall be responsible for assuring that all persons engaged in the performance of work hereunder are authorized to work as required by the Act in both its present form and any future requirements passed under said Act.

**B18. Alcohol, Tobacco & Drug Rules and Regulations**

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the Members. The Member reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings on the Member's grounds are tobacco-free. Use of tobacco products is not permitted in any area inside Member's buildings. The Supplier shall comply with this tobacco-free policy. The Supplier agrees that in the performance of this Agreement, neither the Supplier nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing,





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possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this Agreement. E&I and the Member reserve the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.

**B19. Non-Appropriation of Funds**

An order by a Member may be cancelled due to non-appropriation of funds. This funding out clause is required by several states and can be for non-appropriation of State and Federal funds.

**B20. Weapons, Explosive Devices and Fireworks**

Supplier agrees that neither its employees or agents nor its subcontractors, their employees or agents shall use, possess, display, or store any weapon, explosive device or fireworks on all land and buildings owned, leased or under the control of E&I Member institutions or their affiliated or related entities, unless written permission is given by the commanding officer of the Member's police department or a designated representative. Notification by Supplier to all persons or entities who are employees, agents, officers, subcontractors, consultants, guests, invitees, or licensees of Supplier ("Supplier Notification Parties") is a requirement of this Agreement. Supplier further agrees to enforce this requirement against all Supplier Notification Parties.

**B21. Equal Opportunity and Non-Discrimination**

The parties will comply with all applicable federal and state laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and non-discrimination, including but not limited to the Americans with Disabilities Act. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The provisions of Section 202 of Executive Order 11246, 41 CFR 60-1.1 CFR 60-250.4 and 41 CFR 60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor. If applicable, the parties will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**B22. Sexual Harassment**

Title IX protects individuals from discrimination based on sex, including sexual harassment. E&I fosters an environment that is built on respect and free of sexual harassment. Federal law and the policies of E&I prohibit sexual harassment. Supplier is required to exercise control over its employees so as to prohibit acts of sexual harassment. If a Member in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this Agreement to cause such person to be removed from Member's facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

**B23. [NEGOTIATED] Employee Documentation**

At any time during the term of the Agreement, and as permitted by applicable law, a Member may require Supplier to provide a complete dossier of each on-site employee who has been given an assignment at a Member institution. This may include employment history, education, job references, certificates and licenses, conviction records and documentation of random drug testing of employees that are located on-site at the requesting Member institution only.





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**B24. Expropriation**

Suppliers should indicate if, by any existing agreement with any party, its operations, delivery vehicles and or personnel can be in any way expropriated or annexed. If such an agreement exists, supplier should indicate when this agreement or those terms will expire.

**B25. Hazardous Materials and OSHA Communication Standards – INTENTIONALLY OMITTED**

**B26. [NEGOTIATED] Compliance with Specifications**

Supplier warrants that all of the services to be performed under this Agreement shall be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform, that Supplier owns or has sufficient rights in all products and services to be delivered by Supplier, that the products and services delivered by Supplier will not infringe upon or violate any intellectual property of any third parties, and that any code or software developed or delivered by Supplier under this Agreement will not contain any viruses, worms or other disabling devices or codes.

**B27. Gratuities**

Supplier represents and warrants that it has not offered, given, accepted, or promised gratuities, in the form of entertainment, gifts, or other incentives (financial or otherwise) to or from any officer or employee of E&I or any Member to secure this Agreement or to secure favorable treatment with respect to the awarding of this Agreement or any post-award activities, including potential Renewal Terms.

**B28. Covenant Against Contingency Fees**

Supplier represents and warrants that it has neither offered nor paid a contingency fee or other financial or similar incentive to any individual, agent, or employee of E&I or Member to secure or influence the decision to award this Agreement to Supplier.

**B29. Suspension or Debarment**

Supplier represents and warrants that the Supplier is presently not debarred, suspended, proposed for debarment, declared ineligible, is not in the process of being debarred, nor is voluntarily excluded from covered transactions by any federal, state, or local governmental entity.

E&I may, by written notice to the Supplier, immediately terminate the Agreement if it is determined that the Supplier has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.

Supplier represents and warrants that the Supplier and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, and that Supplier is in compliance with all applicable statutes and rules relating to procurement, and that Supplier is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

**B30. Conflict of Interest**

During the term of this Agreement, to include Renewal Terms, neither Party shall solicit for employment or contractor relationship any employee of the other Party who was engaged in or became known to the other because of the performance of this Agreement, provided that the foregoing shall not prohibit offers of engagement which result from general, non-targeted solicitations.





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**B31. Strikes or Lockouts**

In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to ensure that the conditions of this Agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or Member shall have the right to make alternative arrangements to ensure the satisfactory performance of the Agreement during the time Supplier is unable to perform the required duties. Any costs incurred by E&I and/or any Member, as a result of such job action, shall be reimbursed by the Supplier.

**B32. Force Majeure**

Neither party shall be held responsible for delays, failures or any losses resulting from the performance of the terms of this Agreement where such performance is outside of the performing party's control by exercising reasonable diligence and which such party is unable to prevent. Such delays, failures or loss may include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, riot, war, act of terrorism, freight embargo, pandemic/epidemic, failure of public regulated utility or governmental statutes or regulations superimposed after the fact, or generalized lack of availability of raw materials or energy; provided that the Parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic, which is ongoing as of the date of the execution of this Agreement. The performing party shall be released without any liability on its part from the performance of its obligations under this Agreement, but only to the extent and only for the period of time that its performance of such obligations is prevented by circumstances of Force Majeure, and that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and provided that such party shall have given notice to the other party within forty-eight (48) hours of the commencement of the event of Force Majeure. Such notice shall include a description of the nature of the event of Force Majeure, its cause, and its possible consequences. The party claiming circumstances of Force Majeure shall promptly notify the other party of the conclusion of the event.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either Party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a Party's financial inability to perform its obligations hereunder.

**B33. Modification of Terms**

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

**B34. [NEGOTIATED] Termination for Convenience**

Either party may terminate this Agreement for any reason (convenience) without penalty or liability of any kind by delivering not less than one hundred eighty (180) calendar days prior written notice thereof to the other party. The parties may enter discussions within sixty (60) days of such notice for the purpose of reaching an accommodation or modification to the terms or scope of the Agreement satisfactory to the party giving notice of such termination. If, in the sole judgment of the terminating party, an accommodation or modification is not acceptable, the notice of termination shall stand.

**B35. [NEGOTIATED] Termination for Default**

Either party will notify the other party upon discovery of a breach of this Agreement. Either party may terminate this Agreement immediately upon the breach of this Agreement by the other party by delivering written notice to the breaching party, or if such breach is capable of being cured, the non-breaching party shall notify the breaching party in writing of such breach and demand that the same be cured within fourteen (14) calendar days. Should the breaching party fail to cure the same within said period, the non-breaching party shall then have the right to terminate this Agreement at the end of the fourteenth (14<sup>th</sup>) day. A notice will be sent to the breaching party to confirm the termination.

The failure of E&I on behalf of its Members to exercise its rights of termination for cause due to Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance.





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**B36. Continuation of Performance Through Termination**

Supplier shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

**B37. Holdover Clause**

Supplier shall continue to provide products and services pursuant to any quotation, purchase order, or MSA executed prior to the expiration or termination of this Agreement. The term of this Agreement shall then automatically extend through the final invoice date or expiration of the MSA, not including evergreen or automatic renewal periods ("Holdover Period"). The terms and conditions of this Agreement shall remain in effect for the duration of the Holdover Period.

**B38. Independent Audit**

Members may, for a period of three years after expiration of this Agreement, audit the Supplier's records pertaining to its compliance with the terms of this Agreement. The audit will be conducted by Member and/or its designee. Supplier shall provide Member with access to records. The audit may address any or all of the following conditions and may not be limited to the stated conditions: product compliance, pricing, order processing, order fulfillment, delivery records, invoicing, and receipt of payment.

**B39. Open Records**

All information, documentation, and other materials submitted by Supplier in response to the solicitation or under this Agreement may be subject to public disclosure under the Freedom of Information Act and/or Open Records laws of the Members.

**B40. Student Educational Records.**

Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). Supplier will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from Member or as otherwise provided by law.

**B41. Strict Compliance**

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

**B42. [NEGOTIATED] Limitation of Liability**

Neither party shall have liability for any lost profits, loss of revenue, loss of opportunity, loss of use, indirect damages, special damages, consequential damages, incidental damages, punitive damages or multiple damages arising out of or in connection with this agreement, regardless of any notice of the possibility of such damages and regardless of whether such liability arises in contract, tort (including negligence), or otherwise.

**B43. Member Alignment**

Members will complete an online form ("Alignment Form") indicating their desire to purchase products and/or services offered under this Agreement. The content and format of the Alignment Form is at the sole discretion of E&I. At a minimum, the Alignment Form will contain the following fields: First Name, Last Name, Title, Institution Name, Business Unit, Primary Role, Phone, E-mail, and Supplier.

The Alignment Form shall supersede any previous Member declaration for the purchase of product and services, unless otherwise specified, and will remain in effect during the term of this Agreement, including any Renewal Terms and extensions. Supplier shall provide E&I with an email address and point of contact for the receipt of Alignment Forms prior to Agreement launch.





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Upon receipt of the Alignment Form, Supplier shall link all Member accounts, existing and new, to the E&I Agreement within 4-7 business days and credit all future purchases to Member and E&I whether an existing or new client of Supplier ("Alignment"); provide E&I Member a confirmation email message within 24 hours of its receipt of the Alignment Form; and send E&I Member a final confirmation email message once the new or existing account(s) is/are Aligned to the Agreement. For the avoidance of doubt, applicable Statement of Work (SOW) and/or MSA execution or finalization is not required for Alignment to be complete.

Notwithstanding the forgoing, any Members who are existing customers of Supplier will automatically be converted to this Agreement (unless the Member elects to opt out through written notification). The effective date of this automatic conversion shall be the effective date of this Agreement.

**B44. Confidentiality**

In the course of the performance of this Agreement, either party (the "Recipient") acknowledges that its employees may, in the performance of the Agreement, come into the possession of proprietary or confidential information owned by or in the possession of the other party ("Owner"). Neither party will use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with either party without the written consent of owner or unless required by law, regulation, or accounting oversight body. "Confidential Information" means information, including hard copy or electronic form, written or oral, which a reasonable person would consider to be confidential in nature. Confidential Information does not include information that (1) becomes public through no breach of Recipient; (2) Recipient rightfully receives from a third party without restriction; (3) Recipient develops it independently or already had knowledge of such information prior to disclosure by Owner; and (4) Owner gives to any third party without confidentiality limitations. All Confidential Information will be considered trade secrets and will be entitled to all protections under the law for trade secrets. The parties' obligations under this section will survive the termination of this Agreement.

**B45. Price Gouging Prohibited**

Supplier shall not sell goods or services which are vital and necessary for the health, safety and welfare of consumers to a Member during a declared state of emergency at a price that is in excess of ten percent (10%) above the price that existed immediately prior to the declaration. A violation of this paragraph shall constitute a material breach of this Agreement and Supplier shall make prompt restitution to Member of the excessive amount charged.

A declared state of emergency means, for the purposes of this Agreement, a circumstance in which government officials determine that there is a threat to the safety of the citizens of the United States, or region thereof. During such a time, officials may implement procedures to protect or provide care for the affected population until the threat has diminished.

**B46. Notices**

Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier with a copy thereof furnished by email to the recipient's email address set forth below and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

If to E&I:            Andrew Brennan  
                             Senior Vice President, Sourcing  
                             E&I Cooperative Services, Inc.  
                             2 Jericho Plaza, Suite 309  
                             Jericho, NY 11753  
                             [abrennan@eandi.org](mailto:abrennan@eandi.org)





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If to Supplier: Pat Walsh  
Anthony Travel LLC  
PO Box 1086  
Notre Dame, IN 46556  
574-631-5155  
[patwalsh@anthonytravel.com](mailto:patwalsh@anthonytravel.com)

**B47. Data Security and Privacy**

Supplier agrees that it shall protect the data it receives from or on behalf of E&I and Member at all times in accordance with the Agreement. Supplier shall follow all applicable laws and all relevant publicly posted policies, notices, and statements concerning the collection, use, processing, storage, transfer, and security of personal information in the conduct of the services being provided. Supplier shall provide true and correct copies of all current privacy policies adopted by Supplier in connection with their operations, when requested. Where applicable, Supplier has (i) complied with all any applicable law related to the protection, privacy and security of sensitive personal information, including, but not limited to, the Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), General Data Protection Regulation (GDPR), and any similar federal, state or foreign law and other laws regarding the disclosure of data, (ii) not violated its applicable privacy policies and (iii) taken commercially reasonable steps to protect and maintain the confidential nature of the personal information provided to the Supplier in accordance with its applicable privacy policies.

**B48. Compliance with Member Policies**

While at Member's premises, Supplier personnel shall (i) comply with Member's requests, rules, and regulations regarding personal and professional conduct (including the wearing of an identification badge and adhering to regulations and general safety, dress, behavior, and security practices or procedures) generally applicable to such premises and communicated to the Supplier, and (ii) otherwise conduct themselves in a businesslike and professional manner. If requested by Member, Supplier shall have all applicable Supplier personnel execute acknowledgement of Member's conduct and other policies.

**B49. Supplier Diversity**

Supplier agrees to endeavor to purchase goods and services utilized in connection with the Agreement with diverse suppliers where possible. Supplier, upon request and as agreed by the Parties, will report to E&I the amount of such purchases. E&I reserves the right to audit compliance with these requirements on reasonable advanced notice at the expense of E&I.

**B50. Member Incentive Program - Rebates**

If a Member is unable to or elects not to participate in any member-direct rebate program, the Supplier shall offer an alternative incentive program tailored to the Member's needs and applicable state and/or federal requirements (i.e. additional discount "in-kind" services, equivalent credit or discount towards future purchase, etc.). Supplier shall provide documentation to E&I, for historical reference and record keeping, of any Member-elected alternative rebate structure. Member will be given flexibility to change their institutions' rebate program or alternative incentive program if necessary or applicable.

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**Attachment C**  
EDGAR Certifications



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

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

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 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.



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.

State: Marshall University

By: Michelle Wheeler

Printed Name: Michelle Wheeler

Title: Chief Procurement Officer

Date: 6/27/25

Vendor: Anthony Travel, LLC

By: Pat Walsh

Printed Name: Pat Walsh

Title: Senior Vice President, Collegiate Travel

Date: 4/22/25

Approved as to form this 27<sup>th</sup> day of

June, 2025

John B. McCuskey, Attorney General

By: [Signature]



## SERVICES AGREEMENT

This SERVICES AGREEMENT ("Agreement") is made and entered into upon signature of both parties, by and between ANTHONY TRAVEL, LLC ("Anthony Travel") and MARSHALL UNIVERSITY ("Marshall University"). This Agreement Shall Coincide with the on-site service configuration terms under "Member Business Travel" and "Member Athletic Travel" of the E&I Master Agreement Number EI00371~2023MA.

### WITNESSETH:

WHEREAS, Anthony Travel desires to provide travel management services to Marshall University;

WHEREAS, Marshall University desires that Anthony Travel provide travel management services;

NOW, THEREFORE, in consideration of the Premises and the mutual terms, covenants, and conditions contained herein, the parties hereto hereby agree as follows:

#### Section 1. General.

A. Term. The term of this Agreement shall expire on the 28th day of February 2028. Agreement will be renewed in accordance with renewal of the E&I Master Agreement. Should the E&I Master Agreement expire at any time, both parties agree to discuss alternate options for renewal.

B. Scope. All rights granted to Anthony Travel and services to be performed under this Agreement apply only to Marshall University. This Agreement shall have no force or effect on any other division, department, unit, regional campus or affiliated entity of Marshall University.

C. Services, Maintenance, and Environment. Marshall University shall supply sufficient space on campus for the operation of a travel agency to provide travel management services for Marshall University ("Premises"). Marshall University shall supply the following items for use by Anthony Travel: secure internet connection to the campus network, a desk, two chairs, file cabinet, campus telephone, and two phone lines per phone. Marshall University shall also provide such services, including electricity, heat, local telephone service, and janitorial service, as are necessary for the operation as a travel agency. Marshall University will also allow Anthony Travel use of a copy machine for no additional charge. All other items are the responsibility of Anthony Travel.

D. Network connectivity. Anthony Travel requires the following for Marshall University provided network connectivity:



- Marshall University should provide 99.9% uptime Internet connectivity for the onsite agent(s) at a minimum of 15/10 Mbps.
- Marshall University should adhere to PCI Compliance minimum security requirements for all equipment and network configurations that will be utilized by the onsite agent(s) to support the client.
- Marshall University will allow required ingress and egress traffic on the provided network(s) for all software applications and hardware utilized by the onsite agent(s) to support the client.

E. Directory Listings and Signage. Throughout the term, Marshall University will provide Anthony Travel with appropriate signage as is customary to accomplish effective transaction of business.

## Section 2. Travel Agency Operations.

A. Regular Hours of Operation. Anthony Travel shall provide travel management services for 40 hours a week during the term from Monday through Friday between the hours of 8:00 o'clock a.m. until 5:00 o'clock p.m. local time. Anthony Travel may extend its hours of operation as it deems necessary or desirable. Anthony Travel may close the travel agency on all legal holidays, bank holidays, and Marshall University holidays.

B. After Hours Support. Anthony Travel will provide after hours, holiday, and weekend emergency travel support through a combination of Anthony Travel's account managers, as well as Anthony Travel's designated athletics after-hours personnel. Additionally, Anthony Travel will maintain its relationship with CCRA Solutions which will provide travel support on a 24/7/365 basis.

## Section 3. Other Rights and Obligations of Anthony Travel and Marshall University.

A. Official Travel Provider of Marshall University. During the term of this Agreement, Marshall University will utilize Anthony Travel as the "Official Travel Provider for Marshall University." Anthony Travel may use this title in advertisements or communications subject to the provisions of paragraph E.

B. Services. Throughout the term of this Agreement, Anthony Travel will provide a wide range of individual and group travel services to Marshall University, to include scheduled air services, charter air services, hotel rooms, ground transportation vehicles, and other services as needed by Marshall University.

C. Personnel. Anthony Travel will secure at its own expense all personnel needed to perform the services under this agreement. Such personnel shall not be employees of, or have any individual contractual relationship with, Marshall University. Anthony Travel shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Anthony Travel employees shall remain under the direct control of Anthony Travel at all



times and Anthony Travel shall be solely responsible for their actions and/or the payment of their salaries, wages or other remuneration. While on Marshall University Premises, all employees will comply with appropriate Marshall University policies and will conduct themselves in a manner that will not discredit Marshall University.

Anthony Travel will offer Marshall University the opportunity to participate in the interview and selection process for the on-site travel consultant. Anthony Travel will have the ultimate responsibility for all hiring and employment issues of the employee.

Marshall University agrees not to solicit (directly or indirectly), recruit, or employ any employee of Anthony Travel during the term of this agreement and for two-years after termination of the agreement without the express written approval to do so by Anthony Travel.

D. Back-up support. For short-term absences from the office, Anthony Travel will program the phone, if possible, to roll to its back-up travel consultants. For planned long-term absences of one or more Anthony Travel personnel of two weeks or more when Marshall University demand necessitates an on-site presence, Anthony Travel will send back-up personnel to service Marshall University.

E. Trademarks. Anthony Travel may use Marshall University logos and trademarks in promotional material solely to identify Anthony Travel as Marshall University Official Travel Partner. Anthony Travel may not use these marks on commercial or any other merchandise or particular product advertisements without the advance written consent of Marshall University. All uses of Marshall University logos and trademarks must be approved by the Marshall University Director of Trademark Licensing prior to use and such approval shall not be unreasonably withheld.

F. Parking. Anthony Travel and its employees shall have the same parking privileges as is customary.

G. Reporting. Anthony Travel shall provide comprehensive reports to Marshall University that allow Marshall University to financially manage and audit its travel activities. Both parties shall mutually agree upon the type, content, detail, and periodic delivery of such reports.

#### Section 4. Management Fees.

##### A. Base Fee.

**Member Business Base Fee:** Marshall University will pay Anthony Travel a monthly management fee of \$9,441.67 (\$113,300 annually). The management fee will include up to 1,750 agent- form of check or wire transfer. This payment cannot be paid by credit card. This fee shall increase 3% annually every June of the contract term.

**Athletics Base Fee:** Anthony Travel a monthly management fee of \$9,470.30 (\$113,643.60 annually). Fees will be payable by the 15th day of each month in



the form of check or wire transfer. This payment cannot be paid with credit card. For the period of March 1, 2025 through February 28, 2026, the Member Athletic Base Fee will remain at \$9,470.30 per month. This fee will increase 3% for each subsequent renewal year. ATI will rebate 3% of the annual management fee to Marshall Athletics at the end of each contract year.

B. Commissions. Anthony Travel will retain any commissions earned.

C. Online Booking Tool. If Marshall University elects to utilize an online booking tool, Marshall University will pay Anthony Travel a one-time online booking tool (OBT) implementation fee and OBT transaction fees that would be determined prior to implementation. If Marshall University elects to integrate the OBT with a Single Sign-On (SSO) and/or Human Resource (HR) Feed, Anthony Travel will pass along fees incurred by the applicable third-party supplier(s).

#### Section 5. Quality Control.

Anthony Travel will work closely with Marshall University to assure full compliance with travel policy and procedures. Anthony Travel will report exceptions and granted exceptions to Marshall University as part of the regular reporting process.

#### Section 6. Confidentiality.

During the term of this Agreement and thereafter, Anthony Travel shall not disclose or use for the benefit of other than Marshall University any confidential or proprietary information disclosed to Anthony Travel as a result of this Agreement. All information supplied to Anthony Travel by Marshall University shall remain the property of Marshall University. Anthony Travel represents that it does not have in its possession and has not used for the benefit of Marshall University any confidential information or documents belonging to others. Anthony Travel represents that its retention by Marshall University will not require it to violate any obligation to others, under agreement or otherwise, or to violate any confidence of others. Anthony Travel knows of no written or oral agreement or of any other impediment which would inhibit or prohibit the relationship with Marshall University provided for herein. Anthony Travel represents that it will not, by signing this Agreement or performing the services provided for herein, violate any rights, including but not limited to intellectual property rights such as trademark, trade secret and copyright, of any other individual or entity.

#### Section 7: Termination.

A. Material Breach. Either party may terminate this Agreement if the other party has materially breached any obligation herein and such breach remains uncured for a period of 90 days after receipt of written notice.

B. Default. Either party may terminate this Agreement if the other party has a filing for petition, voluntary or involuntary, for relief in a court for adjudication of bankruptcy, reorganization or rearrangement, receivership or an assignment for the benefit of creditors.



C. Loss of License. Marshall University may terminate this Agreement if Anthony Travel is unable to obtain or loses any license or other evidence of the right and privilege to conduct business as required under this Agreement.

D. Early Termination. This Agreement may be terminated prior to the regular termination date upon the mutual written agreement of both parties.

Section 8. Miscellaneous.

A. Notices. Any notice or communication required or permitted under this Agreement shall be given in writing to the attention of the Senior Vice President, Collegiate Travel of Anthony Travel and to the attention of Michelle Wheeler of Marshall University, and shall be sent by email as follows:

If to Anthony Travel:

Attn: Pat Walsh  
Senior Vice President  
patwalsh@anthonytravel.com

If to Marshall University:

Name: Michelle Wheeler  
Title: Chief Purchasing Officer  
Date: June 27, 2025

or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party in accordance with this Agreement. Any notice or communication given under this Agreement shall be deemed to have been given as of the date of first attempted delivery at the address and in the manner provided above.

B. Successors and Assigns. Other than an assignment to a corporation, partnership or other entity in which Anthony Travel owns controlling interest, this Agreement shall not be assignable by either party without the consent of the other. Any assignment shall not release or relieve the assigning party from any of its obligations or liabilities under this contract. Anthony Travel may not subcontract any rights or duties under this Agreement without prior Marshall University approval.

C. Severability. Every provision in this Agreement is intended to be severable. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.

D. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties and supersedes any prior written or oral agreements



between them respecting the subject matter contained in this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

E. Amendment. This Agreement may be changed, modified, or amended only by an instrument in writing duly executed by all of the parties to this Agreement. Any such amendment shall be effective as of such date as may be determined by the parties to this Agreement. Parties agree that this Agreement may be amended at the request of either party if significant changes occur within the travel industry, so long as the other party consents to such amendment.

F. Laws and Ordinances. Anthony Travel agrees at its own cost and expense to comply with all state, county and municipal laws and ordinances and with Marshall University policy applicable to its travel operations.

G. Indemnification. Anthony Travel agrees to and does hereby indemnify and hold harmless Marshall University, the Trustees of Marshall University, the present or future respective officers, agents, servants, employees, and successors and assigns of each, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including costs of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injury (including death) to any person, damage to any property (public or private), any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, to the extent directly or indirectly caused by or arising out of any negligent or willful act or omission of Anthony Travel, its employees or agents in the performance of this Agreement. Anthony Travel shall at the request of Marshall University undertake to defend any and all suits and to investigate and to defend any and all claims whether justified or not, if such claim or suit be against Marshall University, the Trustees of Marshall University, or their respective officers, agents servants, and employees.

Marshall University agrees to and does hereby indemnify and hold harmless Anthony Travel, the present or future respective officers, directors, agents, servants, employees, and successors and assigns of each, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including costs of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injury (including death) to any person, damage to any property (public or private), any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, to the extent directly or indirectly caused by or arising out of any negligent or willful act or omission of Marshall University, its employees or agents in the performance of this Agreement. Marshall University shall at the request of Anthony Travel undertake to defend any and all suits and to investigate and to defend any and all claims whether justified or not, if such claim or suit be against Anthony Travel, or their respective officers, directors, agents servants, and employees.



H. Insurance. Anthony Travel shall maintain in force during the period of such work the following coverages: (a) worker's compensation, as required by the laws of the State of Indiana; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence and \$3million aggregate; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. Anthony Travel shall furnish to Marshall University satisfactory proof of such insurance coverages prior to commencement of the work, and will add Marshall University as an additional insured entity with respect to General Liability coverage.

I. Governing Law; Exclusive Jurisdiction; Exclusive Venue. This Agreement is entered into in West Virginia and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of West Virginia. Courts of competent authority located in West Virginia shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

"Marshall University"

MARSHALL UNIVERSITY

By: Michelle Wheeler  
Name: Michelle Wheeler  
Title: Chief Purchasing Officer.  
Date: June 27, 2025

"Anthony Travel"

ANTHONY TRAVEL, LLC









By: Pat Walsh  
Name: Patrick Walsh  
Title: Senior Vice President, Collegiate Travel  
Date: 5/14/25



Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ VC0000056284	ANTHONY TRAVEL LLC		Active	Inactive	

From 1 to 1 of 1    First Prev Next Last    [Attachments](#)Save [Undo](#) [Delete](#) [Insert](#) [Copy](#) [Paste](#)    [Search](#)    

## ▼ General Info

Vendor/Customer :	VC0000056284	Restrict Use by Department :	<input type="checkbox"/>
Legal Name :	ANTHONY TRAVEL LLC	Miscellaneous Account :	<input type="checkbox"/>
Alias/DBA :		Internal Account :	<input type="checkbox"/>
Vendor Active Status :	Active ▼	Third Party Only :	<input type="checkbox"/>
Vendor Approval Status :	Complete	Third Party Vendor :	<input type="checkbox"/>
Customer Active Status :	Inactive ▼	Third Party Customer :	<input type="checkbox"/>
Customer Approval Status :	Incomplete	Inventory Customer :	<input type="checkbox"/>
Location Name :		Healthcare Provider :	<input type="checkbox"/>
First Name :		Never Archive :	<input type="checkbox"/>
Middle Name :		Restrict VSS Access :	No ▼
Last Name :		Discontinue - No New Business :	<input type="checkbox"/>
Company Name :	ANTHONY TRAVEL LLC	Prevent MA Reference :	<input type="checkbox"/>
Previous Name :		PunchOut Enabled :	<input type="checkbox"/>
Previous Street :		Re-PunchOut Enabled :	<input type="checkbox"/>
Previous City :		Electronic Order Enabled :	<input type="checkbox"/>
Previous State/Province :		W-9 Received :	<input type="checkbox"/>
Previous Country :		W-9 Received Date :	
		W-8 Received :	<input type="checkbox"/>
		W-8 Received Date :	
		Accepts Credit Cards :	<input type="checkbox"/>
		Active From :	05/23/2017 
		Active To :	
		Last Usage Date :	05/13/2025
		Department :	
		Unit :	

## ▶ Headquarters

## ▶ Organization

## ▶ Disbursement Options

## ▶ Prenote/EFT

## ▶ Remittance Advice

## ▶ Vendor Terms

## ▶ Accounts Receivable

## ▶ eMALL

## ▶ Location Information

## ▶ Fee and Vendor Compliance Holds

Fee Exempt :	<input type="checkbox"/>	Tax Clearance :	<input type="checkbox"/>
Registration Application Date :		Unemployment Insurance :	<input type="checkbox"/>
Registration Effective Date :		Worker's Compensation :	<input type="checkbox"/>
Registration Expiration Date :		Secretary of State Registration :	<input type="checkbox"/>
Pre-Registration Code :		Federal Debarred :	<input type="checkbox"/>

## ▶ Executive Compensation

## ▶ Additional Information

## ▶ Travel

## ▶ Change Management

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