



DATE

**INTERFOLIO**

Jeff von Rosenberg Account  
Executive  
1400 K Street, NW 11th Floor Washington, District  
of Columbia 20005 United States  
jeff.vonrosenberg@interfolio.com

**CUSTOMER**

The Texas A&M University System  
Jacqueline Gibson  
Contract Administrator  
HUB & Procurement Programs  
Office of the Chancellor  
301 Tarrow Street  
Room 275  
College Station, TX. 77840

**INTERFOLIO, INC.**  
1400 K Street NW  
11th Floor  
Washington, DC 20005

**Master Services Agreement**

Thank you for considering Interfolio for your hiring, promotion, and/or faculty activity reporting needs. Pursuant to RFP01 CIO-20-070, awarded to Interfolio, this Texas A&M University System ("TAMUS") Master Services Agreement ("Master Agreement") is intended to provide each TAMUS member the ability to license Interfolio products and services. Each TAMUS member may execute a custom Interfolio Order Form (Sample attached hereto as Exhibit B) and custom Interfolio Statement of Work (Sample attached hereto as Exhibit C) for the Interfolio products and services offered hereunder which shall be subject to the terms and conditions of the License and Services Agreement attached as Exhibit A. TAMUS makes no guarantee of member participation.

**Interfolio Product Descriptions:**

**Faculty Activity Reporting (FAR):** Annual subscription license includes access to the Interfolio Faculty180 software application, which includes Faculty Activity Reporting and Analytics Dashboards.

**-FAR Implementation, Training & Support:** Standard implementation package includes needs assessment, initial setup, and administrator training. Additional fees may apply to implementation work beyond the standard scope of work.

**-Data Integration Package:**

**-Annual Account & Project Management Service (APM):** Includes Project Management, Quarterly Utilization Reports, Product Release Management, Advisory Support and Faculty Adoption Consultation, Integration Consultations, and Ongoing Support.

**Faculty Search (FS):** Annual subscription license includes all committee-based faculty, fellowship, and staff searches.

**-FS Implementation, Training & Support:** Standard implementation package includes needs assessment, initial setup, and administrator training. Additional fees may apply to implementation work beyond the standard scope of work.

**Review, Promotion & Tenure (RPT):** Annual subscription license includes all review, promotion, and tenure cases.

**-RPT Implementation, Training & Support:** Standard implementation package includes needs assessment, initial setup, and administrator training. Additional fees may apply to implementation work beyond the standard scope of work.

**Lifecycle Management (LM):** Annual subscription license includes access to the Interfolio Lifecycle Management module which includes a dashboard and roster for all advancement timelines for the faculty body.

**-LM Implementation, Training & Support:** Standard implementation package includes needs assessment, initial setup, and administrator training. Additional fees may apply to implementation work beyond the standard scope of work.

**-Discovery Service:** Ensures Customer is in a "change-ready" state in advance of implementation.

**-On-site Training:** Dedicated on-site training sessions for system administrators and users. Expenses for flight & accommodations invoiced separately. Sold by the Day.

**Interfolio University:** Access to our online training portal that covers various roles across our products: Faculty Search, Review, Promotion & Tenure, and Faculty Activity Reporting. Sold by the Seat.

**Interfolio University e-Learning Course:** Individual Interfolio University online course that Customer has purchased to include in their own Learning Management System (LMS).

**Interfolio Data Service (IDS) (Note: Base and Premium versions):** Access to the Interfolio Data Service, a pipeline of multidisciplinary scholarly and citation sources, as well as an in-product method to view and accept this data.

**Term:**

- The Term of this Master Agreement begins upon execution of this Master Agreement ("**Effective Date**") and extends for five (5) years.

**The Service Includes:**

- A designated Interfolio Project Manager during implementation.
- Customer support for your users, applicants, and candidates via Scholar Services team.
- Unlimited Users.

**Notes:**

- Invoices will be sent to the participating members upon full execution of each member Order Form. No funds are encumbered under this Master Agreement and TAMUS is not obligated to pay any funds under this Master Agreement or any member Order Form. Subsequent invoices for each Order Form will be sent on the first day of the following term years.

-The license granted herein provides access for TAMUS members, including all campuses and specialty schools subject to each member executing its own Interfolio Order form as described below.

**PRICING:**

**Pricing**

Pricing for Members of the TAMUS is outlined below.

Pricing is based on Faculty FTE as published annually in IPEDS for the duration of the 12-month cycle of the contract. FTE counts will be reviewed and updated on an annual basis and pricing shall be adjusted on an annual basis as appropriate. If two Member Institutions execute Order Forms hereunder before December 31, 2020, additional Member Institution purchases made between now and March 31, 2021 shall pay the Year 1 price outlined below. Purchases made from March 31, 2021 – December 31, 2021 pay the Year 2 price, from January 1, 2022- December 31, 2022 pay the Year 3 price, and so on through Year 5. For the purposes of this Agreement, FTE for current Interfolio Customers Texas A&M University (TAMU)-College Station (FTE: 3456) and Prairie View A&M (PVAMU) (FTE: 386) are included in the overall baseline FTE determination. As new Member orders are executed, the FTE determination will accumulate.

Faculty 180 (Faculty Activity Reporting or FAR) Module						
FTE	Year 1 (ends December 31, 2020) Price per FTE	Year 2 (January 1, 2021- December 31, 2021) Price per FTE	Year 3 (January 1, 2022- December 31, 2022) Price per FTE	Year 4 (January 1, 2023 – December 31, 2023) Price per FTE	Year 5 (January 1, 2024- December 31, 2024) Price per FTE	
300-1000	\$62.48	\$68.80	\$71.56	\$74.41	\$77.38	
1001-2000	\$59.50	\$65.52	\$68.15	\$70.87	\$73.70	
2001-3000	\$56.67	\$62.40	\$64.90	\$67.49	\$70.19	
3001-4000	\$53.84	\$59.28	\$61.66	\$64.12	\$66.68	
4001-5000	\$51.14	\$56.32	\$58.57	\$60.91	\$63.34	
5001-6000	\$48.59	\$53.50	\$55.64	\$57.86	\$60.17	
6001-7000	\$46.16	\$50.83	\$52.86	\$54.97	\$57.17	
7001-8000	\$43.85	\$48.28	\$50.22	\$52.22	\$54.31	
8001-9000	\$41.66	\$45.87	\$47.71	\$49.61	\$51.60	
9001-10,000	\$39.57	\$43.58	\$45.32	\$47.13	\$49.01	

**Review, Promotion and Tenure (RPT) and Lifecycle Management (LM) Modules**

FTE	Year 1 Price per FTE	Year 2 Price per FTE	Year 3 Price per FTE	Year 4 Price per FTE	Year 5 price per FTE	
300-1000	\$52.09	\$57.36	\$59.66	\$62.05	\$64.53	
1001-2000	\$49.61	\$54.63	\$56.82	\$59.09	\$61.45	
2001-3000	\$47.25	\$52.01	\$54.11	\$56.28	\$58.53	
3001-4000	\$44.89	\$49.43	\$51.40	\$53.47	\$55.61	
4001-5000	\$42.64	\$46.96	\$48.83	\$50.79	\$52.82	
5001-6000	\$40.51	\$44.61	\$46.39	\$48.25	\$50.18	
6001-7000	\$38.49	\$42.38	\$44.07	\$45.84	\$47.67	

7001-8000	\$36.56	\$40.26	\$41.87	\$43.55	\$45.29
8001-9000	\$34.73	\$38.25	\$39.78	\$41.37	\$43.02
9001-10,000	\$33.00	\$36.33	\$37.79	\$39.30	\$40.87

Faculty Search (FS) Module

FTE	Year 1 Price per FTE	Year 2 Price per FTE	Year 3 Price per FTE	Year 4 Price per FTE	Year 5 price per FTE
3001-4000	\$30.54	\$31.97	\$33.25	\$34.58	\$35.96
4001-5000	\$29.20	\$30.37	\$31.59	\$32.85	\$34.16
5001-6000	\$27.74	\$28.85	\$30.01	\$31.21	\$32.46
6001-7000	\$26.36	\$27.41	\$28.51	\$29.65	\$30.84
7001-8000	\$25.04	\$26.04	\$27.08	\$28.17	\$29.30
8001-9000	\$23.79	\$24.74	\$25.73	\$26.76	\$27.83
9001-10,000	\$22.60	\$23.50	\$24.44	\$25.42	\$26.44

Interfolio Data Service (IDS)

FTE Band	Per FTE Price
>3,000	\$13
2,000-3,000	\$15
1,000-1,999	\$19
500-999	\$22
200-499	\$25

Services Pricing Estimate\*

- FAR - 75% of year 1 license fee
- RPT - 25% of year 1 license fee
- FS - 25% of year 1 license fee
- LM - 25% of year 1 license fee
- IDS- 25% of year 1 license fee

*\*Each Member implementation shall be scoped according to its specific needs and technical environment which shall be outlined in a separate Statement of Work (“SOW”) executed by each Member using the SOW form attached hereto as Exhibit B.*

Additional Products:

- Data Integration Package
  - 1-4 Data sources \$10,000 per Member
  - 5-10 Data Sources \$15,000 per Member
  - Per additional data source \$7,000 per Member
- Discovery Service-
  - \$20,000 per Member
- Onsite Training
  - \$3,000 per day per Member
- Interfolio University
  - 10 seats per campus provided upon Member adoption and execution of Order Form. After 10 seats it is priced at \$50/seat/year.
- Interfolio University eLearning Course
  - \$3,000 per module course


Any current Interfolio licenses at TAMUS members, may be superseded and replaced by this Agreement pursuant to licensing member’s

execution of updated Order Forms, at the licensing member’s option.

Interfolio is provided as a software-as-a-service. The parties signing below hereby enter into this Master Agreement as of the date of the later signature below ("Effective Date"). **Member Order Forms entered into under this Master Agreement are governed by the terms of the attached, Exhibit A, Interfolio License and Services Agreement, including the Addendum.** By signing below, you are acknowledging that you have been given the opportunity to review and agree to such terms, which are hereby incorporated herein by reference.

Interfolio, Inc.

DocuSigned by:

BY: 

DE9A198B60F940A

Authorized Signing Authority

Andrew Rosen

CEO

Printed Name/Title


10/23/2020 | 11:33:16 EDT

Date

The Texas A&M University System

PO #:

DocuSigned by:

BY: 

E2DE2024E69547E

Authorized Signing Authority

Jeff Zimmermann

Director, Procurement & Business Services

Printed Name/Title

10/23/2020 | 10:50:38 CDT

Date

**Exhibit A****INTERFOLIO, INC.**

1400 K Street NW, 11<sup>th</sup> Floor  
 Washington, DC 20005  
 (877) 773-6546



# **INTERFOLIO LICENSE AND SERVICES AGREEMENT**

The terms set forth below apply to the Order Form attached hereto and to any subsequently mutually executed Order Form and/or Statement of Work between the Customer identified on the Order Form attached hereto (the "Customer") and Interfolio, Inc. ("Interfolio"). The terms below, which describe and set forth the general legal terms governing the relationship ("Agreement"), and one (1) or more Order Forms and/or Statements of Work describing and setting forth detail about that relationship that are governed by the Agreement, including certain features and functionality of Interfolio's software-as-a-service offerings and certain limitations on its software-as-a-service offerings, in each case specified in the applicable Order Form (the "Service") constitute the agreement governing the use of the Service (together with the attached service level specifications and any other exhibits and/or amendments that may be incorporated herein, including the attached Addendum, or under any Order Form, collectively, the "Agreement").

## **1. USE OF SERVICE.**

**1.1 Authorization to Use the Service.** Subject to the terms and conditions of the Agreement, Interfolio shall make available the applicable service ordered and paid for by Customer as set forth in the applicable Order Form for the Term as set forth in the Order Form (the "**Service**") to Customer and its Authorized Users. In using the Service, Customer shall, and shall permit Authorized Users to: (a) access the features and functions of the Service ordered under an Order Form solely for Customer's internal business purposes during the Term; and (b) view, download, reproduce, and print Dossier User Content (as defined in Section 3 below) made available to Customer by a Dossier User through the Service solely for Customer's internal business purposes during the Term. The availability of the Service shall be governed by the attached service levels provided. Customer shall be responsible for and assumes the risk, responsibility and expense of acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Authorized Users to connect to, access, and use the Service. "**Authorized Users**" are Customer's employees, consultants and representatives acting on behalf of Customer who are authorized to utilize the Service as set forth in the Order Form or who are provided with access to the Service by virtue of a password or the equivalent of a password as contemplated by the Order Form. "**Dossier Users**" are individuals (e.g., applicants) who have access to the Dossier or Vita functionality of the Interfolio services, either as Authorized Users of the Services or otherwise through their relationship with Interfolio.

**1.2 Limitations on Use of the Service.** Customer agrees that Customer will not: (a) permit any third party to access and/or use the Service, other than the Users authorized pursuant to an Order Form; (b) rent, lease, loan, or sell access to the Service to any third party; (c) interfere with, disrupt, alter, translate, or modify the Service or any part thereof, or create an undue burden on the Service or the networks or services connected to the Service, including any external websites that are linked to via the Service; (d) reverse engineer, decompile, disassemble or otherwise attempt to obtain or perceive the source code from which any software component of the Service is compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such code; (e) access the Service in order to build or create a derivative, competitive or similar product or service or copy any idea, layout, design, feature, function or graphic of the Service; or (f) introduce software or automated agents or scripts to the Service so as to produce multiple accounts, generate automated searches, requests and queries, or to strip or mine data from the Service.

**1.3 Service Community Standards.** Customer agrees not to use, or encourage or permit others to use the Service to (a) stalk and/or harass another; (b) harm minors in any way; (c) impersonate any person or entity, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity; (d) forge headers or otherwise manipulate identifiers to disguise the origin of any Content (information, data, images, photos, video, sound, notes, works of authorship, articles, or other materials) posted on or transmitted through the Service; (e) use the Service or Content in a manner intended to mislead a third party into believing that the communications or other interactions with Customer or Users are instead with Interfolio or any third party other than Users; (f) engage in any chain letters contests, junk email, pyramid schemes, spamming, surveys or other duplicative or unsolicited messages (commercial or otherwise); (g) access or use the Service in any manner that could damage, disable, overburden or impair any Interfolio server or the networks connected to any Interfolio server; (h) harvest, collect, gather or assemble information or data regarding other users without their consent; or (i) market any goods or services for any business purposes (including advertising and making offers to buy or sell goods or services), unless specifically allowed to do so by Interfolio. Customer shall undertake reasonable efforts to ensure all Users comply with Customer's privacy policies and terms of use, which shall be no less stringent than industry standards for like institutions.

**1.4 Usernames and Passwords.** Customer will provide to Interfolio information and other assistance as necessary to enable Interfolio to establish usernames for Users, and Customer will verify all User requests for account passwords. Customer will ensure that each username and password issued to a User will be used only by that User. Customer is responsible for maintaining the confidentiality of all Users' usernames and passwords, and is solely responsible for all activities that occur under these usernames. Customer agrees to use its best efforts (a) not to allow a third party to use Customer's account, usernames or passwords at any time; and (b) to notify Interfolio promptly of any actual or suspected unauthorized use of Customer's account, usernames or passwords, or any other breach or suspected breach of the Agreement. Interfolio reserves the right to terminate any username and password, which Interfolio reasonably determines may have been used by an unauthorized third party or for an unlawful purpose. Any act or omission by Users which, if undertaken by Customer, would constitute a breach of the Agreement, will be deemed a breach of this Agreement by Customer.

**1.5 Ownership.** Nothing in this Agreement is intended to convey any ownership in or license to any of the Intellectual Property Rights (any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world) in the Service or any of the Interfolio's other proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, technologies, designs and other tangible or intangible technical material or information made available to Customer by Interfolio in providing the Service (the "Interfolio Technology"). If Customer or Users provide to Interfolio any comments or suggestions, whether written or oral, regarding potential improvements to the Service (all such comments and suggestions, collectively, "Feedback"), Interfolio reserves the right to use such Feedback in its discretion and Customer, to the extent that it has the right to do so, hereby grants Interfolio a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into the Service and Interfolio's other products and services.

## **2. FEES; PAYMENT.**

**2.1 Charges.** Customer shall pay all fees or charges set forth on Customer's Order Form. Access fee payments must be made annually in advance unless otherwise set forth therein, with the initial payment due upon execution of the Order Form. All other payments under this Order Form are due in accordance with the Texas Prompt Payment Act (Texas Government Code Chapter 2251). Customer shall reimburse Interfolio for reasonable travel and living expenses incurred by Interfolio's employees and subcontractors for travel in connection with the performance of the services (such as onsite training or onsite professional services) and approved in advance by Customer. Except as expressly provided otherwise herein, all payment obligations are non-cancelable and all amounts paid are nonrefundable.

**2.2 Billing and Renewal.** Any amounts not paid when due shall bear interest at the maximum legal rate. Interfolio may withhold performance and discontinue all services until all amounts due are paid in full. Interfolio's fees are exclusive of all taxes, levies or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only United States taxes based solely on Interfolio's income.

## **3.CONTENT.**

**3.1. Customer Content License.** Customer may elect to upload or import into the Service, or have Interfolio import, Customer Content defined as any Content provided, imported or uploaded to the Service, excluding any CV Data and User Content (defined as non-confidential information about the user such as data commonly found in a faculty members CV or resume) User Content that Users upload to the Service. Customer grants Interfolio a non-exclusive, worldwide, royalty-free and fully paid license to: (a) use, reformat, display, modify and create derivative works of the Customer Content as necessary, solely for purposes of providing the Service; and (b) use Customer's trademarks, service marks, and logos that Customer elects to use to brand its use of the Service solely as required to provide the Service. All rights in and to the Customer Content not expressly granted to Interfolio in this Agreement are reserved by Customer.

**3.2. Dossier User Content.** "Dossier User Content" means any Content and information provided to Interfolio about Dossier Users, including, but not limited to, Resume's, CVs, academic achievements, writing samples, transcripts, cover letters and letters of recommendations. As between Interfolio and Customer, the Parties acknowledge and agree that the Dossier User owns the Dossier User Content. For the purposes of allowing a faculty member to maintain a life-long dossier, the Parties acknowledge and agree that User maintains ownership of all CV Content and all dossier user content. Customer's Authorized Users may also be Interfolio's users through other Interfolio service offerings (e.g., Dossier Users). From time-to-time, Interfolio may provide certain Dossier User Content to Customer (only with such Dossier User's permission.)

**3.3 Interfolio Content.** Interfolio may make available certain Interfolio Content to Customer and the Authorized Users as part of the Service. "Interfolio Content" means Content that is included in the Service that is available from a public source (e.g., publication data), from a third party under license, or created by Interfolio (e.g., Insights). As between Interfolio and Customer, Interfolio (or its licensors) retains its ownership of the Interfolio Content and Customer shall only have the rights to use the Interfolio Content as part of the Services. Customer further acknowledges that Interfolio retains the right to use the Interfolio Content for any purpose in Interfolio's sole discretion.

## **4. CONFIDENTIALITY.**

**4.1. Confidentiality.** Each Party agrees to: (a) use the Confidential Information (defined as non-public material or information relating to a party which it discloses or makes available to the other party under the Agreement that such disclosing Party treats as proprietary or confidential) of the other party only for the purposes described in this Agreement; and (b) restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement. The foregoing provision will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing Party without restriction. For purposes of this Agreement the term "Confidential Information" means non-public material or information relating to a party which it discloses or makes available to the other party under this Agreement.

**4.2. Exceptions.** Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order or law will first, to the extent allowed by law, have given written notice to the other Party; or (2) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

## 5. AVAILABLE CONTENT LICENSES AND RIGHTS.

**5.1. Customer Content License.** Customer grants Interfolio a non-exclusive, worldwide, royalty-free and fully paid license to: (a) use, reformat, display, modify and create derivative works of the Customer Content as necessary for purposes of providing the Service; (b) to create Aggregate Data and Insights, as contemplated below; and (c) use Customer's trademarks, service marks and logos that Customer elects to use to brand its use of the Service solely as required to provide the Service. Customer also grants Interfolio the right to grant each Authorized User a non-exclusive, worldwide, royalty-free and fully paid license to: (a) extract data that is related to that Authorized User to create Dossier User Content (e.g., extract biographical data for a grant proposal or consultant work) to the extent that functionality is enabled by Customer; and (b) share that User's Dossier User Content with Interfolio and third parties to the extent that functionality is enabled by Customer. Customer controls the extent an Authorized User can use the Customer Content to create public profiles. The foregoing license is limited to the information and Customer Content, Customer has authorized for public sharing. All rights in and to the Customer Content not expressly granted to Interfolio in this Agreement are reserved by Customer.

**5.2. Aggregate Data.** In order to provide Customer and the general user community with context for reports and other use of the Service, Interfolio reserves the right to: (a) disaggregate Customer Content to create anonymous data sets that are aggregated with other anonymous content in a manner that cannot readily identify Customer or the Authorized Users as part of the data sets; and (b) collect, compile, synthesize, and analyze information and data on how the Service is used by Customer and the Authorized Users; and (c) reserves the right to disclose to and share such information and data with third parties in an anonymous and aggregated form ("**Aggregate Data**"). In no event will any such Aggregate Data personally identify Customer, any Authorized Users or any Dossier User. To the extent that any Aggregate Data is collected by Interfolio, it will be solely owned by Interfolio and may be used by Interfolio for any lawful purpose, provided that Interfolio agrees to comply with applicable privacy and other laws and regulations respecting the dissemination and use of such Aggregate Data.

**5.3. Analytics.** As part of the Service, Interfolio may provide Customer with access to certain insights and benchmarking data created by, or for Interfolio based on Interfolio Content and Aggregate Data ("**Analytics**"). As between Customer and Interfolio, Interfolio retains all right, title and interest in and to the Analytics, including all Intellectual Property Rights therein. To the extent Interfolio provides Customer with access to any Analytics, Interfolio hereby grants Customer a limited, non-exclusive, non-transferable license, subject to the terms and conditions of this Agreement, to use and reproduce the Analytics solely for Customer's internal business use. Customer acknowledges that the Analytics are the Confidential Information of Interfolio (and thus subject to the obligations in Section 4) and contain valuable trade secrets and other intellectual property of Interfolio and its licensors.

**5.4. Access to Customer Content on Termination.** Access to Customer Content on Termination. In the event Customer's access to the Service is terminated, Interfolio will continue to make available to Customer a file of the Customer Content for sixty (60) days after such termination. Customer agrees and acknowledges that Interfolio has no obligation to retain the Customer Content, and may delete such Customer Content, at any time on or after the thirty-first (31st) day following termination unless Customer has requested in writing within such 30-day period for Interfolio to retain the Customer Content for an additional period not to exceed 30 days.

## 6. LIMITED WARRANTY AND DISCLAIMER.

**6.1 Limited Warranty.** Interfolio warrants that it will provide the Service and any Professional Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will materially conform to Interfolio's then current Documentation (specifications, technical materials and user manuals provided by Interfolio) for the Service under normal use and circumstances. If Customer notifies Interfolio of a breach of warranty, Interfolio will either re-perform the nonconforming service or prepare an Improvement to the Service so that it does materially conform to the then-current Documentation. The foregoing constitutes Customer's sole and exclusive remedy for any breach of warranty.

**6.2. Performance.** Interfolio will comply with all applicable laws, ordinances, and regulations applicable to Interfolio in providing the Service, including applicable provisions of the Family Educational Rights and Privacy Act ("FERPA"), and the EU General Data Protection Regulations ("GDPR") as a Processor of data. Customer hereby designates Interfolio as a Customer "official" with a legitimate educational interest in Customer's education records, as defined in FERPA, to the extent Interfolio requires access to those records to fulfill its obligations under this Agreement. This designation is solely for the purposes of FERPA compliance and for no other purpose, and to the extent Customer has policies, rules, and procedures binding on Customer officials generally, those policies, rules, and procedures will apply to Interfolio only to the extent as is relevant to compliance by Interfolio and Customer with FERPA. Interfolio shall implement reasonable administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access, and to secure Customer education records. Interfolio shall: (a) abide by FERPA's limitations on re-disclosure of personally identifying information in education records; (b) not use or disclose education records created or received from, by, or on behalf of Customer or its students for any purpose other than the purpose for which such disclosure is made; and, (c) not use or disclose such education records except as permitted under this Agreement, as required by law, or as authorized by Customer in writing.

**6.3.** Interfolio represents and warrants that it has the right to provide Customer the Interfolio Content under the terms of this Agreement.

**6.4. Content Warranty.** Customer represents that it has the right to provide Interfolio the Customer Content under the terms of this Agreement. Customer shall be responsible for and assumes the risk, responsibility and expense of any problems resulting from, the accuracy, quality, integrity, legality, reliability, and appropriateness of all such Customer Content. Customer agrees that Interfolio may (but has no obligation to), in Interfolio's sole discretion, remove or modify any Customer Content which it deems to violate Customer's representations in this section.

**6.5. Disclaimer.** THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS MADE FOR CUSTOMER'S BENEFIT ONLY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL PROFESSIONAL SERVICES ARE PROVIDED "AS IS," AND INTERFOLIO MAKES NO (AND

HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICE (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER BY INTERFOLIO. INTERFOLIO DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICE SHALL BE UNINTERRUPTED OR ERROR-FREE.

**6.6. Internet Delays.** The Service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Interfolio is not responsible for any delays, delivery failures or other damages resulting from such problems or any other force majeure event.

## **7. MUTUAL LIMITATION OF LIABILITY.**

**7.1. Damages.** TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, AND WITH THE EXCEPTION OF CUSTOMER'S BREACH OF SECTION 1.2, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS, BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, USE OR GOODWILL, PERSONAL OR PROPERTY DAMAGE RESULTING FROM OR IN CONNECTION WITH THE OTHER PARTY'S PERFORMANCE HEREUNDER OR THE USE, MISUSE, OR INABILITY TO USE THE SERVICE OR OTHER PRODUCTS OR SERVICES HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL INTERFOLIO BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES. THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, EXCLUDING OBLIGATIONS UNDER SECTION 8, SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO INTERFOLIO UNDER THE ORDER FORM GIVING RISE TO SUCH LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THE AGREEMENT WILL NOT INCREASE EITHER PARTY'S LIABILITY.

**7.2. Basis of the Bargain.** The parties agree that the limitations of liability set forth in this section shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and this Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

**7.3. Additional Rights.** Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Customer.

## **8. INDEMNIFICATION.**

**8.1. By Interfolio.** Interfolio will defend at its expense any suit brought against Customer, and will pay any settlement Interfolio makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging: (a) that Customer's use of the Service in accordance with this Agreement and the Documentation misappropriates any trade secret recognized under the Uniform Trade Secrets Act or infringes any United States copyright; or (b) Interfolio's breach of the warranty in Section 6.2. If any portion of the Service becomes, or in Interfolio's opinion is likely to become, the subject of a claim of infringement, Interfolio may, at Interfolio's option: (i) procure for Customer the right to continue using the Service; (ii) replace the Service with non-infringing Services which do not materially impair the functionality of the Service; (iii) modify the Service so that it becomes non-infringing; or (iv) terminate the Service and refund any fees actually prepaid by Customer to Interfolio for the remainder of the Access Term then in effect, and upon such termination, Customer will immediately cease all use of the Service. Notwithstanding the foregoing, Interfolio shall have no obligation under this section or otherwise with respect to any infringement claim to the extent based upon (w) any use of the Service not in accordance with this Agreement or the Documentation where the use of the Service in accordance with this Agreement and the Documentation would not be infringing; (x) Interfolio's conformance to Customer's specifications; and (y) any use of the Service in combination with other products, equipment, software or Content not supplied by Interfolio where the use of the Service alone would not be infringing and where the combination is not normal or reasonably anticipated in the Documentation or Interfolio's marketing materials for the Service. This subsection states Customer's sole and exclusive remedy for infringement claims and actions.

**8.2. Procedure.** To the maximum extent permitted by law, Interfolio's obligations as set forth above are expressly conditioned upon each of the following: (a) Customer shall promptly notify Interfolio in writing of any threatened or actual claim or suit; (b) Interfolio shall have sole control of the defense or settlement of any claim or suit subject to the consent of the Attorney General of the State of Texas; and (c) Customer shall cooperate with Interfolio to facilitate the settlement or defense of any claim or suit. Customer may participate in such defense at its own expense.

## **9. TERMINATION.**

**9.1. Term.** This Agreement will continue to apply as long as the Initial or Renewal Term under an Order Form remains in effect, unless earlier terminated by either Customer or Interfolio as set forth herein (the "Term").

**9.2. Termination for Breach.** Either party may terminate this Agreement immediately upon written notice in the event that the other party materially breaches the Agreement and thereafter: (a) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (b) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating party) within thirty (30) days after receiving written notice thereof.

**9.3. Termination for Convenience.** Interfolio may at any time terminate this Agreement with Customer if: (a) Interfolio is required to do so by law (for example, where the provision of the Service to Customer is, or becomes, unlawful); (b) the provision of the Service to Customer by Interfolio is, in Interfolio's opinion, no longer commercially viable; or (c) Interfolio has elected to discontinue the Service (or any part thereof). In such case, Interfolio will provide Customer with as much Notice as reasonably possible, but not less



than 90 days, and a pro-rated reimbursement of the pre-paid fees.

**9.4. Suspension of Service.** If Customer fails to pay undisputed amounts in accordance with this Agreement or, if and as necessary to protect the Dossier User Content or Customer Content in the event of a threat to the security of the Service, Interfolio will have the right, in addition to any of its other rights or remedies, to immediately suspend the provision of the Service to Customer without liability to Customer until such amounts are paid in full or such breach is cured (in Interfolio's sole discretion), as applicable. In addition, Customer acknowledges that Interfolio reserves the right to remove Dossier User Content (or a portion of such Content) from the Service without liability to Customer without prior notice to Customer if Interfolio reasonably believes such removal is necessary to comply with applicable laws.

**9.5. Effect of Termination.** Upon termination of this Agreement, Interfolio may: (a) remove access to all offerings within the Service; (b) delete Users' password and all related information; and (c) bar further use of the Service. Upon expiration or termination, Customer shall promptly discontinue use of the Service. However, the sections titled Use of Service, Payment, Customer Content License, Content Loss, Limited Warranty and Disclaimer, Limitation of Liability, Indemnification, Termination and Miscellaneous will survive any termination of the Agreement.

## **10. MISCELLANEOUS.**

**10.1. Governing Law and Venue.** Unless otherwise required by law, this Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Texas, USA, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Service hereunder.

**10.2. Publicity.** You hereby grant to Interfolio for the sole purpose of fulfilling our obligations hereunder, the limited right to publish your name, logo and/or other marks as part of Customer's customized branding of the Service, and also to reference Customer as a user of the Service. We agree to discontinue such use upon Customer's written request.

**10.3. Export.** Customer agrees not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from Interfolio, or any products utilizing such data, in violation of the United States export laws or regulations.

**10.4. Local Laws.** Interfolio and its suppliers make no representation that the Service is appropriate or available for use in locations other than the United States. If Customer use the Service from outside the United States, Customer are solely responsible for compliance with all applicable laws, including export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited.

**10.5. Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Without limiting the generality of the foregoing, Customer agrees that the section titled Limitation of Liability will remain in effect notwithstanding the unenforceability of any provision in the section titled Limited Warranty and Disclaimer.

**10.6. Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**10.7. Remedies.** The parties acknowledge that any actual or threatened breach of the section titled "Use of Service" may constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, and that injunctive relief may be an appropriate remedy for such breach.

**10.8. No Assignment.** Neither party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

**10.9. Force Majeure.** Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that (a) such party uses reasonable efforts to perform those obligations, (b) such party's inability to perform such duties or obligations is not due to its failure to (1) take reasonable measures to protect itself against events or circumstances of the same type as the cause of such delay or (2) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as the cause of such delay, and (c) such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

**10.10. Independent Contractors.** Customer's relationship to Interfolio is that of an independent contractor, and neither party is an agent or partner of the other.

**10.11. Notices.** The communications between Customer and Interfolio relating to the Service may use electronic means. Customer (a) consents to receive communications from Interfolio in an electronic form, whether via email or posting on the Service or other reasonable means; and (b) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that Interfolio provides to Customer electronically satisfy any legal requirement that such communications would satisfy if they were in a print-on-paper writing. Customer is responsible for updating Customer's data to provide Interfolio with Customer's most current email address. In the event that the last email address Customer have provided to Interfolio is not valid, or for any reason is not capable of

delivering to Customer any notices required by this Agreement, Interfolio's dispatch of the email containing such notice will nonetheless constitute effective notice of the changes described on the notice. Any notice provided to Interfolio pursuant to this Agreement should be sent to Interfolio, Inc., 1400 K Street NW, 11<sup>th</sup> Floor, Washington, DC 20005, Attn: Tess Frazier and via email to Tess Frazier at [tess.frazier@interfolio.com](mailto:tess.frazier@interfolio.com) or [legal@interfolio.com](mailto:legal@interfolio.com).

**10.12. Use of Agreement by Other Institutions.** Other academic institutions within your state or academic consortium may utilize this Agreement by executing their own Individual Order Forms and Statements of Work as appropriate against this License and Services Agreement.

**10.13. Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof. In no event will the terms set forth in any Customer Purchase Order have any force or effect and Interfolio rejects any such additional or different terms. In the event of a conflict between the terms set forth in this document and the terms in any Order Form, the terms set forth in this document shall govern the interpretation of the Agreement unless these terms specifically refer to the Order Form for the relevant Term or the Order Form specifically and explicitly amends these terms.

**10.14. Security.** While on Customer's premises, Interfolio's employees and subcontractors will comply with all reasonable security practices and procedures generally prescribed by Customer's, to the extent that such practices and procedures have been notified to Interfolio in writing in advance. Interfolio's employees and subcontractors will not be required to sign any waivers, releases or other documents relating to ownership of intellectual property or changes, modifications, amendments or waivers to any previously agreed to contract provision in order to gain access to Customer's premises in connection with the Services and any such waivers, releases, or other documents shall be invalid and shall have no effect.

**10.15. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.



## SERVICE LEVEL ADDENDUM

**1. DEFINITIONS.** Certain capitalized terms, not otherwise defined in this addendum, will have the meanings set forth in the Agreement. The following capitalized terms will have the definitions set forth below:

**1.1 “Availability”** will mean, with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the total time during such month, and thereafter dividing the difference so obtained by the total time during such month. Represented algebraically, Availability for any particular calendar month is determined as follows:

$$\text{Availability} = \frac{(\text{Total Monthly Time} - \text{Unscheduled Downtime})}{\text{Total Monthly Time}}$$

**1.2 “Scheduled Downtime”** will mean the total amount of time during any calendar month, measured in minutes, during which Customer is not able to access the Service, according to the Documentation, due to planned system maintenance performed by Interfolio. Interfolio will exercise reasonable efforts to perform scheduled system maintenance between the hours of 1:00 AM and 3:00 AM Eastern Standard Time. Interfolio may change planned maintenance windows at its sole discretion and will notify Customer of any such changes that affect previously notified plans, provided such maintenance is done during low volume times.

**1.3 “Total Monthly Time”** is deemed to include all minutes in the relevant calendar month, to the extent such minutes are included within the Access Term.

**1.4 “Unscheduled Downtime”** will mean the total amount of time during any calendar month, measured in minutes, during which Customer is not able to access the features and functions of the Service according to the Documentation, other than Scheduled Downtime, as defined above.

**2. PERFORMANCE.** Interfolio will ensure that Availability equals or exceeds ninety-nine percent and one half percent (99.5%) during each calendar month (the “**Service Standard**”), provided that any Unscheduled Downtime occurring as a result of circumstances beyond Interfolio’s reasonable control including (i) Customer’s breach of any provision of the Agreement; (ii) non-compliance by Customer with any provision of this addendum; (iii) incompatibility of Customer’s equipment or software with the Service; (iv) poor or inadequate performance of Customer’s systems; (v) Customer’s equipment failures; or (vi) force majeure (as contemplated in the Agreement), shall not be considered toward any reduction in Availability measurements. Customer may report Unscheduled Downtime by calling 877-77-FOLIO (877-773-6546) or (202) 503-1311 or by email at [help@interfolio.com](mailto:help@interfolio.com) during Interfolio’s normal business hours (9 am to 5 pm EST). Interfolio will exercise commercially reasonable efforts to respond to reports of Unscheduled Downtime by telephone or email acknowledgement within one (1) business day of each such report.

**3. MEASUREMENT AND REPORTS.** Interfolio will provide for monitoring of Availability on an ongoing basis. All measurements of Availability will be calculated on a monthly basis for each calendar month during the Access Term. In the event Unscheduled Downtime occurs, Interfolio will provide a report setting forth measurements thereof and a calculation of Availability within a reasonable time thereafter. If Customer disagrees with any measurement or other information set forth in any such report, it must so inform Interfolio in writing within five (5) calendar days after receipt thereof, provided that the accuracy of any such report shall be deemed conclusive unless such notice is provided by Customer. Any such notice must indicate specific measurements in dispute and must include a detailed description of the nature of the dispute. Interfolio and Customer agree to attempt to settle any such disputes regarding Availability and/or related measurements in a timely manner by mutual good faith discussions.

**4. CUSTOMER REQUIREMENTS.** Customer is responsible for maintenance and management of its computer network(s), servers, software, and any equipment or services needed to access the Service; and (ii) correctly configuring Customer’s systems in accordance with the Documentation. Customer must promptly notify Interfolio in the event Unscheduled Downtime occurs. Unscheduled Downtime will be deemed to begin when Interfolio receives accurate notification thereof from Customer, or when Interfolio first becomes aware of such Unscheduled Downtime, whichever first occurs. The obligations of Interfolio

set forth in this addendum will be excused to the extent any failures to meet such obligations result in whole or in part from Customer's failure(s) to meet the foregoing requirements.

**5. REMEDIES.** In the event Unscheduled Downtime occurs, Interfolio will undertake commercially reasonable efforts to remedy such Unscheduled Downtime within a commercially reasonable timeframe. Customer's sole and exclusive remedy, and Interfolio's sole and exclusive liability, for Interfolio's failure to meet the Service Standard will be the following:

Length of Unavailability	Service Credit
1 to 4 hours of continuous Unscheduled Downtime	1 day of fees credited (i.e., 1/30 monthly fees)
4 to 48 hours of continuous Unscheduled Downtime	2 days of fees credited (i.e., 1/15* monthly fees)
48 to 96 hours of continuous Unscheduled Downtime	5 days of fees credited (i.e., 1/6* monthly fees)

- \* Each block of 96 hours of continuous Unscheduled Downtime thereafter shall be credited 5 days of service fees.
- \* All Service Credits shall be applied to the next month's fees.

## ADDENDUM

This addendum ("Addendum") amends and supplements the Interfolio License and Services Agreement ("Agreement") between Interfolio, Inc. ("Interfolio"), and the Texas A&M University System member identified on the attached Order Form ("Customer"). All terms used herein and not otherwise defined shall have the meaning as in the Agreement. In the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. Both parties agree that the Agreement is hereby amended and supplemented as follows:

I

### **State Contracting Requirements:**

**Vendor Access.** Interfolio hereby acknowledges responsibility to comply with all applicable Customer policies, rules, standards, practices, and agreements, including but not limited to: safety policies, privacy policies, security policies, auditing policies, software licensing policies, acceptable use policies, and nondisclosure as required by Customer.

For purposes of this section concerning Vendor Access, Confidential Information is defined as information that must be protected from unauthorized disclosure or public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally identifiable information (social security number and/or financial account numbers, student education records); intellectual property (as set forth in Section 51.914 of the Texas Education Code); and medical records. Mission Critical Information is information that is defined by Customer to be essential to the continued performance of the mission of Customer, the unavailability of which would result in consequences to Customer.

In the event Interfolio should obtain or be granted access to Confidential and/or Mission Critical Information of Customer ("Customer Information"), Interfolio will keep and protect Customer Information confidential to no less than the same degree of care as required by Customer policies, rules and procedures. At the expiration or early termination of this Agreement, Interfolio agrees to return all Customer Information or agrees to provide adequate certification that the Customer Information has been destroyed. Interfolio, its employees, agents, contractors, and subcontractors shall use the Customer Information solely in connection with performance by Interfolio of the services provided to Customer pursuant to this Agreement, and for no other purpose. Should Interfolio, its employees, agents, contractors, or subcontractors acquire other Customer Information during the course of this Agreement, it shall not be used for Interfolio's own purposes or divulged to third parties. Interfolio shall comply with all terms and conditions of any Customer non-disclosure agreement applicable to this Agreement.

Both parties shall each provide contact information for specific individuals. The contact for Customer shall be DeAnna White, Associate Director, Workday Services, [Deanna@tamus.edu](mailto:Deanna@tamus.edu), 979-862-6166. The designated contact for Interfolio shall be Tess Frazier, VP Institutional Agreements, [legal@interfolio.com](mailto:legal@interfolio.com), 202-256-3228. Should the assigned contact for either party need to be changed, the new contact information shall be updated and provided to the respective parties within 24 hours of any staff changes. Should Interfolio have a need to access Customer information, that request shall be directed to the Customer's designated contact. Further, Interfolio is responsible for reporting all security breaches directly to Customer. The Customer designated contact for breaches shall be [Jackie Gibson, Contract Administrator, [jgibson@tamus.edu](mailto:jgibson@tamus.edu), 979-458-6107]. Security breach investigation reports shall be provided to the designated Customer contact and the Customer CISO.

**Electronic and Information Resources.** Interfolio represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Customer under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent Interfolio becomes aware that the EIRs, or any portion thereof, do not comply, then Interfolio shall, at no cost to Customer, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs

**Delinquent Child Support Obligations.** Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, Interfolio agrees that any payments owing to Interfolio under this Agreement may be applied directly toward certain debts or delinquencies that Interfolio owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

**Franchise Tax Certification.** If Interfolio is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Interfolio certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Interfolio is exempt from the payment of franchise (margin) taxes.

**Prohibited Bids and Agreements.** Under Section 2155.004, *Texas Government Code*, Interfolio certifies that Interfolio is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

**Public Information.**

- (a) Interfolio acknowledges that Customer is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- (b) Upon Customer's written request, Interfolio will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Customer in a non-proprietary format acceptable to Customer. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Customer has a right of access.
- (c) Interfolio acknowledges that Customer may be required to post a copy of this fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
- (d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Interfolio acknowledges that this Agreement may be terminated if Interfolio knowingly or intentionally fails to comply with a requirement of that subchapter.

**Loss of Funding.** Performance by Customer under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, Customer will issue written notice to Interfolio and Customer may terminate this Agreement without further duty or obligation hereunder. Interfolio acknowledges that appropriation of funds is beyond the control of Customer.

**State Auditor's Office.** Interfolio understands the acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Interfolio agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Interfolio will include this provision in all contracts with permitted subcontractors.

**Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against Customer shall be in the county in which the primary office of Customer's chief executive officer is located.

**Dispute Resolution.** Interfolio must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code. Interfolio must submit written notice of a claim of breach of contract to Customer's designated official.

**Non-Waiver.** Interfolio expressly acknowledges that Customer is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Customer of its right to claim such exemptions, privileges, and immunities as may be provided by law.

**Conflict of Interest.** By executing this Agreement, Interfolio and each person signing on behalf of Interfolio certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of TAMUS or the TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the Services, or in any of the profits, real or potential, thereof.

**Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, Interfolio certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Interfolio acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Interfolio certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Interfolio acknowledges that this Agreement may be terminated if this certification is or becomes inaccurate.

**Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, Interfolio certifies that Interfolio is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

**Records Retention.** Interfolio shall preserve all contracting information, as defined under Texas Government Code, Section 552.003(7), related to this Agreement for the duration of this Agreement and for seven years after the conclusion of this Agreement.

**Not Eligible for Rehire.** Interfolio shall ensure that employees participating in work for Customer have not been designated by TAMUS as Not Eligible for Rehire as defined in TAMUS Policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.





EXHIBIT B

The Texas A&M University System Member Order Form

INTERFOLIO

Lori Nealy, Account Manager  
1400 K Street. NW  
11th Floor  
Washington, District of Columbia 20005  
[lori.nealy@interfolio.com](mailto:lori.nealy@interfolio.com)

CUSTOMER

Jane Doe  
Chief Information Officer  
[TAMUS member]

Thank you for considering Interfolio for your hiring, promotion, and/or faculty activity reporting needs. This Order Form is entered into under the Master Services Agreement between Interfolio and The Texas A&M University System dated \_\_\_\_\_, the terms of Exhibit A (including the Addendum) to which shall govern any products and services procured hereunder. The pricing in this Order Form is void if not executed by Customer by \_\_\_\_\_. Capitalized terms used but not defined on this Order Form shall have the meaning given such terms in the Agreement.

Product Descriptions

INSERT PURCHASED PRODUCT DESCRIPTIONS HERE

Product Pricing (SAMPLE PRICING TABLE)

Product Name	Year 1	Year 2	Year 3
Faculty Activity Reporting	\$	\$	\$
FAR Implementation, Training & Support	\$	\$	\$
Annual Account & Project Management Service	\$	\$	\$
Data Integration Package	\$	\$	\$
On-site Training	\$	\$	\$
TOTAL FEES:			

Term:

- The term begins upon execution of this Order Form ("Effective Date") and extends for three consecutive one-year periods.
- This Agreement will continue to apply as long as the Term under the Order Form remains in effect, unless earlier terminated by either Customer or Interfolio as set forth in the Agreement (the "Term").

The Service Includes:

- A designated Interfolio Project Manager during implementation.
- Customer support for your users, applicants, and candidates via Scholar Services team.
- Unlimited Users.

Notes:

- The first invoice will be sent upon full execution of this Order Form Subsequent invoices will be sent on the first day of the following term years.
- 

Interfolio is provided as a software-as-a-service. The parties signing below hereby enter into this Order Form as of the date of the later signature below ("Effective Date"). By signing below, you are acknowledging such terms, which are hereby incorporated herein by reference.

Interfolio, Inc.

[TAMUS member]

BY:

BY:

Authorized Signing Authority

Authorized Signing Authority

Printed Name/Title

Printed Name/Title

Date

Date

**Exhibit C- Interfolio Statement of Work SAMPLE**

**The Texas A&M University System – NAME of Member**

This Statement of Work (“SOW”) is a preliminary expectation of both Interfolio and [redacted] (“Customer”) of the services that shall be performed. This SOW is an exhibit to the Order Form between Interfolio and Customer which is hereby referenced and incorporated into this SOW and will control the delivery of services. It may be modified in writing if approved by the designated representatives of each Interfolio and Customer. Any services beyond the scope outlined herein, shall be the subject of an additional SOW.

**Objective**

We are proud to propose an Interfolio Professional Services effort to support the implementation of \_\_\_\_\_

The intended outcomes of this effort are to:  
Deploy the selected Interfolio solution and ensure implementation and rollout for the Customer organization.  
Provide knowledge transfer, solution expertise and train Customer project team as the key administrative users who will be critical to the successful implementation and support of the solution.

**Professional Services Overview**  
The Interfolio Professional Services team provides expertise and guidance throughout the implementation process. These services vary in scope and effort based on our review of the Customer requirements. The team is planning to deliver implementation and annual project management] services, based on the objectives stated above.

Below you will find a description of the proposed effort to ensure a successful deployment of the Interfolio solution.

Interfolio is provided as a software-as-a-service.

Interfolio, Inc.	[TAMUS member]
BY: _____ Authorized Signing Authority	BY: _____ Authorized Signing Authority
_____ Printed Name/Title	_____ Printed Name/Title
_____ Date	_____ Date
_____ Date	_____ Date

**EXHIBIT D – VPAT and EXHIBIT E – DISASTER RECOVERY PLAN**

Content for both Exhibits may be accessed at  
<http://interfolio.com/tamu-rfp> Password: FacultyFirst