

Strategic Planning
PROC-Special-00001313

THIS CONTRACT is entered into by and between The University of Montana, (hereinafter referred to as "the University"), whose address and phone number are Main Hall, 32 Campus Drive, Missoula MT, 59812, 406-243-4662 and Mike Gulledge, (Contractor), phone number is [REDACTED]

EFFECTIVE DATE, DURATION, AND RENEWAL

Contract Term. The contract's initial term is January 28, 2019, (or upon contract execution), through June 30, 2019, unless terminated earlier as provided in this contract. In no event is this contract binding on the University unless the University's authorized representative has signed it. The legal counsel signature approving legal content of the contract and the procurement officer signature approving the form of the contract do not constitute an authorized signature.

Contract Renewal. The University may renew this contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in 6-month intervals, or any interval that is advantageous to the University. This contract, including any renewals, may not exceed a total of 7 years.

SERVICES AND/OR SUPPLIES

Contractor shall provide the University the following:

Primary Objectives

- ① Provide industry perspective and input for the School of Journalism strategic planning process
- ① Develop assessment and recommendations for UM to most effectively partner with media regionally and nationally
- ① Foster relationships and engagement with key regional stakeholders

Objective Goals

Provide industry perspective and input for the School of Journalism (SoJ) strategic planning process

- ① *Provide industry perspective as part of SoJ Advisory Council*
 - To inform SoJ planning process, collect data and information from industry leaders regionally and nationally on the knowledge and skills most useful for new graduates in today's media landscape
 - Provide input to the SoJ on career services and how to help graduates transition most effectively to the media industry
 - Develop additional assessments/studies per the direction of the Dean of the SoJ.
- ① *Lead strategic thinking around securing grants from major corporations*
 - Develop contacts with journalism/media granting organizations such as MacArthur, Knight, Hearst, Scripps, Gannett, and others
 - Gather key players from these organizations to review and assist with SoJ grant writing

Provide advice on effectively partnering with media regionally and nationally

- ① *Provide guidance on how the University of Montana can most effectively partner with media outlets (print and other), both regionally and nationally.*
 - Meet with the editorial boards of various media outlets—newspaper, TV, radio—in the region to gather feedback on what the University of Montana can do to ensure transparent and comprehensive coverage of the university
 - Meet with the Montana Newspaper Association and Montana Broadcasters Association to gather feedback on the University of Montana's current media relationships and operations and how the university can most effectively partner with news organizations

- Provide a clear landscape of small-town weekly papers in Montana (inventory, readership, and contact lists) and how UM can most effectively work with these entities

Foster relationships and engagement with key regional stakeholders

- ⌚ Create a comprehensive plan for integrating University of Montana messaging into regional media, focusing on key areas
 - Perform a SWOT analysis of current relationships with regional media outlets
 - Facilitate editorial board meetings with newspapers, TV and radio
 - Facilitate opportunities to meet key industry leaders in regional media
 - Provide strategic plan to build relationships and garner further coverage in regional media

Relationship Parameters

- ⌚ SWOT analyses must contain well-researched, detailed and thoughtful analysis of each situation/opportunity/challenge.
- ⌚ All information learned about the University of Montana will be held in the strictest of confidence.
- ⌚ No information about the University of Montana may be shared with any other entity without the appropriate approvals.
- ⌚ University agrees that any expenses incurred related to editorial board meetings and industry leaders' meetings will be either paid for by the University or the University will reimburse Contractor for expenses related to these meeting that Contractor pays for.
- ⌚ Contractor is required to get prior approval from the University for any expenses to be covered by the University that exceeds \$2,000.00.

Compensation without written approval and acknowledgement from both parties shall not exceed **\$60,000**.

WARRANTIES

Warranty of Services. Contractor warrants that the services provided conform to the contract requirements, including all descriptions, specifications and attachments made a part of this contract. The University's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this contract, at law, or in equity, the University may, at Contractor's expense, require prompt correction of any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished.

CONSIDERATION/PAYMENT

Payment Schedule. In consideration of the strategic planning to be provided, the University shall pay Contractor in monthly installments of \$10,000. Contractor will be responsible for invoicing the University.

Withholding of Payment. The University may withhold disputed payments to Contractor under the subject statement of work (or where no statement of work exists, the applicable contract). The withholding may not be greater than, in the aggregate, fifteen percent (15%) of the total value of the subject statement of work or applicable contract. With respect to payments subject to milestone acceptance criteria, the University may withhold payment only for such specific milestone if and until the subject milestone criteria are met. Contractor is not relieved of its performance obligation if such payment(s) is withheld.

Payment Terms. All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation

document, the University is allowed 30 days to pay such invoices. (See section 17-8-242 MCA). Vendors that utilize the University's electronic payment method will maintain a preferred vendor status with the University of Montana. Vendors can select from one of the following payment terms:

- a. Accounts Payable Direct Program (ePayables),
<http://www.umt.edu/bussrvcs/Employees/Services/Accounts Payable/AP Direct Program.aspx>
- b. NET 30

Reference to Purchase Order. The purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract. If the number is not provided, the University is not obligated to pay the invoice

Invoices. At no time is a vendor authorized to submit a purchase order invoice directly to an individual or the ordering department. Except where stipulated otherwise on the purchase order, address all invoices to:

University of Montana
Accounts Payable
32 Campus Drive
Missoula, MT 59812-2304

or send via email to mso.umt@accountspayable.docufree.com. Invoices sent via email must meet these requirements:

- a. All invoices must reference the contract or purchase order number.
- b. All invoices must be PDF attachments with scan image quality of at least 300dpi.
- c. UM will accept multiple PDF attachments in a single email.
 - Each invoice must be a single PDF.
 - One PDF equals one invoice.
 - UM will not accept multiple invoices within the same PDF attachment.

ACCESS AND RETENTION OF RECORDS

Access to Records.

Contractor shall provide State, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Contract under section, Contract Termination, without incurring liability, for Contractor's refusal to allow access as required by this section. (18-1-118, MCA.) Every citizen has a right to inspect and take a copy of any public writings of this state, except as provided in 22-1-1103, 22-3-807, or subsection (3) of this section and as otherwise expressly provided by statute. Records and materials that are constitutionally protected from disclosure are not subject to the provisions of this section. Information that is constitutionally protected from disclosure is information in which there is an individual privacy interest that clearly exceeds the merits of public disclosure, including legitimate trade secrets, as defined in 30-14-402, and matters related to individual or public safety. A public officer may withhold from public scrutiny information relating to individual privacy or individual or public safety or security of public facilities, including public schools, jails, correctional facilities, private correctional facilities, and prisons, if release of the information may jeopardize the safety of facility personnel, the public, students in a public school, or inmates of a facility. Security features that may be protected under this section include but are not limited to architectural floor plans, blueprints, designs, drawings, building materials, alarms system plans, surveillance techniques, and facility staffing plans, including staff numbers and locations. A public officer may not withhold from public scrutiny any more information than is required to protect an individual privacy interest or safety or security interest.

Retention Period. Contractor shall create and retain all records supporting the strategic planning services for a period of eight years after either the completion date of this contract or termination of the contract.

ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this contract without the University's prior written consent. (18-4-141, MCA.) No contractual relationships exist between any subcontractor and the University under this contract.

HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the University, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of Contractor's negligent acts, errors, or omissions in work or services performed under this Contract, including but not limited to, the negligent acts, errors, or omissions of any Subcontractor or anyone directly or indirectly employed by any Subcontractor for whose acts Subcontractor may be liable.

LIMITATION OF LIABILITY

Contractor's liability for contract damages is limited to direct damages and further to no more than twice the contract amount. Contractor shall not be liable for special, incidental, consequential, punitive, or indirect damages. Damages caused by injury to persons or tangible property, or related to intellectual property indemnification, are not subject to a cap on the amount of damages.

REQUIRED INSURANCE

General Requirements. Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to the University, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the University, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

The University, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

Specific Requirements for Automobile Liability. Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The University, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages must be received by the University of Montana, Procurement Services, Lommasson Center 236, 32 Campus Drive, Missoula, Montana 59812-2304. Endorsement No. or documentation must be provided for Additional Insured Status. This insurance must be maintained for the duration of the contract. The Contractor must notify the University immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The University reserves the right to require complete copies of insurance policies at all times.

COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the University in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are University employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to Procurement Services, Lommasson Center 236, 32 Campus Drive, Missoula, MT 59812-2304.

COMPLIANCE WITH LAWS

The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, the Equal Pay Act of 1963, and the Patient Protection and Affordable Care Act ("Affordable Care Act"). Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, Executive Order No. 04-2016 and Executive Order No. 12-2016 (Equal pay for women) the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the contract.

Compliance with the Affordable Care Act requires Contractor to provide healthcare coverage for its employees, who provide services for the University, work for more than 29 hours per week and their dependents under the age of 26, and provide coverage that meets the minimum essential coverage, minimum value, and the affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and would otherwise satisfy the requirements of the Code § 4980 H (ACA) if provided by the University.

Reporting Requirements: Contractor further represents and warrants that it will satisfy all reporting requirements under Code §§ 6055 and 6056 with respect to individuals who perform services for the University.

Auditing: The State may audit Contractor's operations to ensure that the representations and warranties set forth above have been complied with.

Additional Costs: As consideration for this amendment, the fees paid to Contractor by the University are revised to include an additional fee in the amount of **(amount to be negotiated)** (%) of the actual cost of coverage attributable to those individuals who perform services for the University and who elect medical coverage under Contractor's medical plans. For this purpose, the "actual cost of coverage" shall equal the cost of coverage determined for purposes of compliance with the continuation of coverage requirements under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), reduced by the 2% COBRA administration fee and further reduced by the portion of such cost paid by the individual electing coverage, which shall be no less than 50% of such cost, except to the extent necessary to meet the affordability requirements under Code § 4980H. The actual cost of coverage shall be determined on a payroll period basis and paid only for those pay periods during which the individual performing services is enrolled in Contractor's medical plan.

DISABILITY ACCOMMODATIONS

The University does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

INTELLECTUAL PROPERTY/OWNERSHIP

Mutual Use. Contractor shall make available to the University, on a royalty-free, non-exclusive basis, all patent and other legal rights in or to inventions first conceived and reduced to practice, or created in whole or in part under this contract, if such availability is necessary for the University to receive the benefits of this contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use copyrightable property created under this contract. This mutual right includes (i) all deliverables and other materials, products, modifications that Contractor has developed or prepared for the University under this contract; (ii) any program code, or site-related program code that Contractor has created, developed, or prepared under or primarily in support of the performance of its specific obligations under this contract; and (iii) manuals, training materials, and documentation. All information described in (i), (ii), and (iii) is collectively called the "Work Product".

Title and Ownership Rights. The University retains title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the University (the "Content"), but grants Contractor the right to access and use Content for the purpose of complying with its obligations under this contract and any applicable statement of work.

Ownership of Work Product. Contractor shall execute any documents or take any other actions as may reasonably be necessary, or as the University may reasonably request, to perfect the University's ownership of any Work Product.

Copy of Work Product. Contractor shall, at no cost to the University, deliver to the University, upon the University's request during the term of this contract or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of the University's request, or such expiration or termination.

Ownership of Contractor Pre-Existing Materials. Contractor retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or related rights and derivatives that Contractor owns at the time this contract is executed or otherwise developed or acquired independent of this contract and employed by Contractor in connection with the services provided to the University (the "Contractor Pre-existing Materials"). Contractor Pre-existing Materials are not Work Product. Contractor shall provide full disclosure of any Contractor Pre-Existing Materials to the University before its use and to prove its ownership. If, however, Contractor fails to disclose to the University such Contractor Pre-Existing Materials, Contractor shall grant the University a nonexclusive, worldwide, paid-up license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for the University to receive the intended benefit under this contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided herein or as may be expressly agreed in any statement of work, Contractor shall retain title to and ownership of any hardware it provides under this contract.

CONTRACT PERFORMANCE ASSURANCE

Contractor will reach each milestone below, failure to meet the milestones identified can invoke a termination with cause to cure stated to the contractor.

Milestone/Deliverable	Date
Milestone 1: Three SWOT analyses	Feb. 15th
Milestone 2: Three reports from journalism industry leaders	March 15th
Milestone 3: One schedule of editorial meetings	March 15th
Milestone 4: One schedule of meetings between campus and industry leaders	May 1

CONTRACT TERMINATION

Termination for Cause with Notice to Cure Requirement. The University may terminate this contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 10 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

OR

Termination for Non Accessibility. The University may, by written notice to Contractor, terminate this contract if UM's Accessible Technology Service does not complete by contractors delay or reservation hands-on testing with a full version of the software or hardware. The University may also terminate this agreement if testing concludes that no complete barriers exist according to current WCAG standards "and federal and state

laws and regulations, including, but not limited to the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and Section 508 of the 1973 Rehabilitation Act.”

Termination for Cause with Notice to Cure Requirement. Contractor may terminate this contract for the University's failure to perform any of its duties under this contract after giving the University written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 10 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

Reduction of Funding. The University must by law terminate this contract if funds are not appropriated or otherwise made available to support the University's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the University budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the University shall terminate this contract as required by law. The University shall provide Contractor the date the University's termination shall take effect. The University shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the University shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the University's termination takes effect. This is Contractor's sole remedy. The University shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

EVENT OF BREACH – REMEDIES

Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this contract:

- products or services furnished fail to conform to any requirement;
- failure to submit any report required by this contract;
- failure to perform any of the other terms and conditions of this contract, including but not limited to beginning work under this contract without prior University approval and breaching obligations defined under the Meetings section of this contract; or
- ⌚ voluntary or involuntary bankruptcy or receivership.

Event of Breach by University. The University's failure to perform any material terms or conditions of this contract constitutes an event of breach.

Actions in Event of Breach.

Upon the Contractor's material breach, the University may:

- terminate this contract after giving the Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 10 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period; or
- treat this contract as materially breached and, except as the remedy is limited in this contract, pursue any of its remedies under this contract, at law, or in equity.

Upon the University's material breach, the Contractor may:

- ⌚ terminate this contract after giving the University written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 10 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period; or

- ① treat this contract as materially breached and, except as the remedy is limited in this contract, pursue any of its remedies under this contract, at law, or in equity.

FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than 5 working days after the onset. If the notice is not provided within the 5 day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition.

WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without The University of Montana Procurement Services' prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

LIAISONS AND SERVICE OF NOTICES

Contract Liaisons. All project management and coordination on the University's behalf must be through a single point of contact designated as the University's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this contract must be coordinated between the University's liaison and Contractor's liaison.

VP Admin Operations _____ Paul Lasiter is the University's liaison.
Title: VP Admin Operations
Department: Admin Operations
Telephone: 406-243-4662

Mike Gulledge _____ is Contractor's liaison.
Telephone: [REDACTED]
E-mail: [REDACTED]

Notifications. The University's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three (3) business days of mailing. A signed and dated acknowledgement of the notice is required of both parties.

MEETINGS

Technical or Contractual Problems. Contractor shall meet with the University's personnel, or designated representatives, to resolve technical or contractual problems occurring during the contract term or to discuss the progress made by Contractor and the University in the performance of their respective obligations, at no additional cost to the University. The University may request the meetings as problems arise and will be coordinated by the University. The University shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the contract.

Progress Meetings. During the term of this contract, the University's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and the University's progress in the performance of their respective obligations. These progress meetings will include the University Project Manager, the Contractor Project Manager, and any other additional personnel involved in the performance of this contract as required. At each meeting, Contractor shall provide the University with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the University to perform its obligation under this contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the University, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

University's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the University's failure or delay in discharging any University obligation, the University shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the University agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the University does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, if the contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this contract or particular work under this contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the University or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The University shall pay Contractor for any resources utilized in performing such transition assistance at the contract rates. If the University terminates a project or this contract for cause, then the University may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the University may have sustained as a result of Contractor's breach.

CHANGES IN WORK or INCREASE IN CONTRACT AMOUNT No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the University's prior written consent. Prior approval must be obtained in the form of a contract addendum. Only a contract addendum authorized by Procurement Services will permit any adjustment to the contract. A request by the Contractor or the University Department representative shall be accompanied by an itemized statement, which details all costs that would be incurred to effect the change. Contractor shall provide a complete statement of all actual costs to be incurred for each requested change. This information will be approved by the University Department and sent to Procurement Services for the contract addendum to be signed by both parties.

CHOICE OF LAW AND VENUE

Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or this contract must be brought in the District Court for Missoula County, Missoula, Montana, State of Montana, and each party shall pay its own costs and attorney fees. (18-1-401, MCA.)

TAX EXEMPTION

The University is exempt from Federal Excise Taxes (#81-6001713).

AUTHORITY

This contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

SEVERABILITY CLAUSE

A declaration by any court or any other binding legal source that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually and materially dependent.

SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

WAIVER

The University's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

UNIVERSITY OF MONTANA

Mike Gullledge

Paul Lasiter
BY: _____
(Name/Title)

Mike Gullledge
BY: _____
(Name/Title)

DocuSigned by:

Paul Lasiter

7136AA4198B2B415...

(Signature)

DATE: 1/29/2019

DocuSigned by:

Mike Gullidge

7DBCEEE8932D46A...

(Signature)

DATE: 1/24/2019

Approved as to Form:

Bob Hlynosky

DocuSigned by:

Bob Hlynosky

1/29/2019

B4DEF75C88A24CA...

Procurement Officer

(Date)

The University of Montana