

CONTRACT TEMPLATE FOR GOODS AND SERVICES

CURRY COLLEGE MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Agreement”), made as of this [INSERT DAY] day of [INSERT MONTH], [INSERT YEAR] (the “Effective Date”), is by and between Curry College, a Massachusetts non-profit educational corporation with a principal place of business at 1071 Blue Hill Avenue, Milton, MA 02186 (“Curry”) and [INSERT NAME OF SUPPLIER], a [INSERT STATE OF INCORPORATION] corporation, with a principal place of business at [INSERT SUPPLIER’S PRINCIPAL PLACE OF BUSINESS] (“Supplier”). For purposes of this Agreement, Curry and Supplier each shall be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, the Parties to this Agreement intend to outline the terms and conditions relating to the performance of certain services (the “Services”) and the provision of certain products, goods and other deliverables (collectively, the “Deliverables”); and

WHEREAS, Supplier agrees to provide, such Services and Deliverables based on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. **Engagement; Scope of Work.** Supplier shall provide the Services and Deliverables pursuant to the terms and conditions set forth in this Agreement (with the terms of each exhibit and attachment hereby incorporated herein). Supplier shall provide the Services and Deliverables described in the Scope of Work (“Scope of Work”) set forth in Exhibit A (“Exhibit A”) to this Agreement. Specifically, the Scope of Work shall set forth certain milestones (the “Milestones”), the Work Schedule (as defined hereafter) and the Services and Deliverables agreed upon by the Parties. If a conflict exists between the terms of this Agreement and any exhibit or attachment, the terms of this Agreement shall govern.
2. **Term and Termination; Breach of Agreement.** This Agreement shall commence on the Effective Date and shall continue until the earlier to occur of the following: (i) [INSERT TERMINATION DATE]; (ii) termination pursuant to the terms of any section of this Agreement (including, this section); (iii) termination by Curry without cause or liability, upon thirty (30) days’ prior written notice to Supplier (unless the Parties agree in writing to end any specific Services or cancel any Deliverables earlier); (iv) termination by Curry in the event of a Material Breach (as defined hereafter) or Non-Material Breach (as defined hereafter) by Supplier pursuant to the terms and conditions set forth herein; (v) termination by mutual agreement of the Parties; (vi) termination by Curry in the event Supplier becomes incapacitated or is otherwise unable to perform the Services; or (vii) satisfactory completion of the Services and/or Deliverables (including, Acceptance (as defined hereafter)) and Supplier’s other obligations under this Agreement (the “Term”).
 - 2.1 For purposes of this Agreement, a “Material Breach” of this Agreement shall include, but not be limited to, the following: (i) Supplier becomes insolvent or makes an assignment for the benefit of creditors; or a receiver or similar officer is appointed to take charge of all or part of Supplier’s assets and such condition(s) is not cured within thirty (30) days; (ii) Supplier violates the provisions of Sections 9 (Confidentiality) and/or 24 (Insurance) of this Agreement; or (iii) Supplier violates the provisions of Curry’s Non-Discrimination or Sexual Misconduct Policy, located at <https://www.curry.edu/about-us/sexual-misconduct-sexual-harassment-title-ix-bias->

discrimination-and-retaliation. In the event of a Material Breach, Curry may (1) deliver a notice to cure (“Notice to Cure”) to Supplier and Supplier shall have ten (10) days to cure such Material Breach; or (2) immediately terminate this Agreement.

- 2.2 In the event of a breach other than a Material Breach (a “Non-Material Breach”), Curry shall deliver a Notice to Cure to Supplier and Supplier shall have ten (10) days to cure such Non-Material Breach upon receipt. If Curry, in its sole discretion, determines that such Non-Material Breach is incapable of being cured, Curry shall have the right to immediately terminate this Agreement.
- 2.3 Upon any termination of this Agreement, Supplier shall cease its performance of the Services and shall deliver to Curry all of Curry’s proprietary information, Curry Property (as defined hereafter) and such work in progress or completed Services and Deliverables as Curry may request. Further, upon termination of this Agreement, Curry shall have no liability to Supplier beyond payment for the Services and Deliverables rendered to and Accepted by Curry prior to the effective date of any notice of termination and for such additional Services and/or Deliverables specifically requested and Accepted by Curry.
- 2.4 Any cancellation or termination by Curry whether for default or otherwise, shall be without prejudice to any claims or damages or other rights of Curry against Supplier. To the extent any Fees (as defined hereafter) or reimbursable expenses have been prepaid by Curry, Supplier shall refund a prorated portion of such Fees or reimbursable expenses.
3. **Work Schedule; Time is of the Essence.** Supplier shall perform the Services and provide the Deliverables in accordance with the work schedule set forth in the Scope of Work (the “Work Schedule”). If a Work Schedule is not specified by the Parties, Supplier understands that it is a material term of this Agreement that Supplier shall perform the Services and provide the Deliverables as if time is of the essence.
4. **Best Efforts.** Supplier shall perform its obligations hereunder through qualified personnel, in a timely manner, on a good and reasonable best efforts basis, and shall meet all specifications of Curry as determined in Curry’s sole and exclusive discretion.
5. **No Infringement.** None of the Deliverables provided nor Services to be rendered hereunder by Supplier shall infringe in any way upon the proprietary rights of others including, without limitation, confidential relationships, patents, trade secrets, copyright rights, intellectual property rights, or any other proprietary rights. Except as otherwise expressly agreed in writing by the Parties, all equipment, materials and supplies used in the performance of the Services and the provision of the Deliverables shall be furnished by Supplier at its sole cost and expense.
6. **No Exclusivity.** The Parties hereby agree that Curry retains the right, exercisable in its sole discretion, to place orders for services with other parties, individuals or entities, whether the same or different from the Services provided for herein.
7. **Compensation.** In consideration for the Services and Deliverables performed or supplied by Supplier under this Agreement, Curry shall pay to Supplier the fees as set forth in the Scope of Work (the “Fees”) and this Agreement. Curry shall have the right to withhold any amount set forth in an invoice that Curry reasonably disputes in good faith until resolution of such dispute. Upon resolution of such dispute, Curry shall pay any amounts owed to Supplier within thirty-five (35) days from the date of resolution. By way of clarification, this Agreement does not contemplate the reimbursement for Supplier’s out-of-pocket expenses by Curry; provided, however, if any such reimbursement is agreed to by Curry, the terms and conditions related thereto shall be as set forth in the Scope of Work. If Curry agrees to reimburse Supplier for certain expenses pursuant to the terms and conditions set forth in this section and the Scope of Work, the Parties hereby agree that each request for reimbursement shall be itemized and accompanied by receipts.

- 7.1 **Maximum Obligation.** Curry's total obligation to Supplier under this Agreement, including the Fees for the Services, Deliverables and any other reimbursable expenses, shall not exceed [INSERT AMOUNT] dollars (\$[X] USD) without Curry's prior written approval (the "Fee Cap"). Notwithstanding, the Fee Cap set forth in this section, Supplier hereby acknowledges and agrees that nothing in this Agreement shall create an obligation on Curry College to procure Services and Deliverables (including other reimbursable expenses) from Supplier up to the amount of the Fee Cap. By way of clarification, Curry shall not be responsible to Supplier for any monies in excess of the Fee Cap.
- 7.2 **Frequency of Invoicing and Terms of Payment.** Supplier shall submit invoices upon completion of the Milestones. If no Milestones are set forth in the Scope of Work, the Parties hereby agree that Supplier shall invoice Curry upon the completion and Acceptance of the Services and/or the Deliverables. Payment is due net thirty (30) days from Curry's receipt of Supplier's undisputed invoice following completion and Acceptance of the Services and/or the Deliverables. All payments shall be in U.S. dollars. Unless otherwise agreed to by the Parties in the Scope of Work, alternative payment terms have to be approved by Curry's Office of Finance. All transactions contemplated under this Agreement shall be encumbered on an approved purchase order through Curry's Executive Vice President of Administration and Finance. Unless otherwise directed by Curry, invoices shall be e-mailed to Curry's Executive Vice President of Administration and Finance (stephen.nedder@curry.edu) with the corresponding Curry purchase order set forth in the invoice(s).
8. **Changes.** Curry reserves the right, by notice to Supplier pursuant to the issuance of a Change Order which a form is attached hereto as Exhibit B to this Agreement ("Exhibit B") (a "Change Order"), to make reasonable changes to the Services and/or Deliverables required or to the specification or drawing relating to such Services and Deliverables. Prior to commencement of the Change Order, the Parties shall agree in writing upon any changes to the Fees relating to the Change Order.
9. **Confidentiality.** Supplier acknowledges that in connection with this Agreement and the Services and Deliverables provided by Supplier to Curry, Curry may provide, and Supplier may acquire and make use of, certain Confidential Information (as defined hereafter) of Curry. For purposes of this Agreement, "Confidential Information" shall include, without limitation, all information marked or otherwise identified as proprietary or confidential or classified as such in Curry's Policies (as defined hereafter). Confidential Information may also include information that, under the circumstances surrounding the disclosure, would be considered to be proprietary or confidential by a reasonable business person acting in good faith. It includes non-public information regarding Curry's products, features, marketing and promotions, information on employees, customers, faculty, alumni, students, systems and business practices (including, PII (as defined hereafter)).
- 9.1 Except with respect to PII, Confidential Information shall not include information that: (i) Supplier, its agents, or subcontractors developed independently without the use of the Confidential Information; (ii) Supplier already knows at the time it is disclosed as shown by Supplier's written records; (iii) Supplier received from a third-party authorized to disclose it without restriction; (iv) information which is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality; or (v) based on advice of legal counsel, Supplier is required by law, regulation, or valid court or governmental agency order to disclose; provided, however, that Supplier first notifies Curry of its intent to make such a disclosure.
- 9.2 Any and all Confidential Information obtained by Supplier or pertaining to the business of Curry shall be held by Supplier in the strictest confidence and held by Supplier in trust and solely for Curry's benefit and use, and shall not be directly or indirectly disclosed by Supplier to any person whomsoever, without prior written permission from Curry, except to Supplier Personnel (as defined hereafter) who have a need to know such information in order to perform the Services and/or provide the Deliverables to Curry. Supplier shall not, during the Term or at any time thereafter, disclose such Confidential Information to any person or use the same in any

manner whatsoever except as is normal and necessary while communicating with Curry or with others on its behalf. Supplier agrees to handle Curry's Confidential Information with a standard of care at least as rigorous as that specified in the Curry's policies ("Policies"), located at it.Curry.edu/policies, which are hereby incorporated by reference into this Agreement. If the Confidential Information includes student "education records" as defined by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C § 1232g), Supplier acknowledges that Supplier is receiving such education records as an agent of Curry and agrees to comply with FERPA with respect to such records.

9.3 Prior to performing Services which require access to, transmission of, and/or storage of Curry's data, Supplier shall provide a third-party certification verifying its ability to comply with the Curry College Data Governance Policy. Supplier shall provide immediate notice to Curry of any actual or suspected unauthorized disclosure of, access to or other breach of the Confidential Information. In the event of actual or suspected unauthorized disclosure of, access to, or other breach of the Confidential Information, Supplier shall comply with all international, federal, state, and/or local laws and regulations related to such breach, and shall cooperate with Curry in fulfilling its legal obligations. In addition to the other obligations of Supplier set forth herein, Supplier shall indemnify Curry for its violation of this section, including, but not limited to, the cost of providing appropriate notice to all required parties and credit monitoring, credit rehabilitation, and other credit support services to individuals with information impacted by the actual or suspected breach. Upon termination or expiration of this Agreement, Supplier shall return or, at the election of Curry, destroy the Confidential Information within thirty (30) days from such termination or expiration of this Agreement.

10. Artificial Intelligence. Notwithstanding anything to the contrary in this Agreement, no tangible or intangible materials provided by or on behalf of Curry, or any of its Affiliates, to Supplier to perform Services, or obtained or collected by Supplier in connection with the Services (collectively, "Curry Materials"), or other Curry Intellectual Property or Confidential Information (including Deliverables), may be used by Supplier or an AI Model (as hereinafter defined) to customize, train, or otherwise improve, directly or indirectly, any artificial intelligence model or product, including any AI Model, (collectively, "AI Training") without Curry's express prior written consent. Notwithstanding anything to the contrary in this Agreement, including any Scope of Work, any AI Training without obtaining such consent is a material breach of this Agreement. If Curry provides such consent, the parties will first enter into a separate agreement or addendum to this Agreement that addresses the terms governing the AI Training. As used herein, "AI Model" means any artificial intelligence model (which includes any deep learning or machine learning model) used in connection with or incorporated into the Services or any Deliverable.

10.1 Supplier will not use any engineered system that applies an optimized model so that the system can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing the environments it interacts with ("AI System") in connection with or incorporate any AI System into the Services or any Deliverable without Curry's prior written consent. For clarity, AI Systems include AI Models. Supplier will, at its expense, implement and maintain appropriate technical and organizational measures to ensure any AI System used or developed in connection with or incorporated into the Services or any Deliverable, and any Service or Deliverable intended to be used with or incorporated into an AI System, complies with all applicable laws (including but not limited to any laws applicable to Supplier or Curry, relating to artificial intelligence systems and technology, including Regulation (EU) 2024/1689 of the European Parliament and of the Council, Executive Order 14110 on Safe, Secure and Trustworthy Artificial Intelligence and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted (collectively, "AI Laws"), and any policies provided by Curry, and shall conform to guidance on the ethical or responsible use of artificial intelligence technology. Supplier's artificial intelligence program must include processes and controls sufficient to meet the requirements mandated under applicable AI Laws and Policies. Those measures will be set forth in a Supplier artificial intelligence policy, including all documentation needed to demonstrate compliance with AI Laws. Supplier will make that policy available to Curry upon request, along with descriptions of the controls in place for the artificial intelligence technology,

and will provide any other information reasonably requested by Curry regarding Supplier's responsible artificial intelligence practices and policies

- 11. Use of Name; Media Contact.** Neither Supplier nor any of its agents, employees, Affiliates (as defined hereafter), invitees, or representatives shall cause or allow the name of "Curry" (or any variation thereof) or any Curry logo or mark, or that of any of its schools, departments, or employees to be used in any advertising or promotional literature, electronic or otherwise, or in any publication whatsoever, without the prior written approval of Curry. Neither Supplier nor any of its agents, employees, Affiliates, invitees, or representatives shall make any mention of Curry's involvement in this Agreement or the terms or subject matter of this Agreement without first obtaining Curry's prior written approval in each instance. Supplier shall not communicate with members of the media or otherwise make any public announcement regarding the Services performed and/or Deliverables provided by Supplier pursuant to this Agreement, or the terms or existence of this Agreement, without the prior written consent of Curry's Vice President for Marketing and Communications ("VPMC"). Any inquiries from the media shall be referred to Curry's VPMC.
- 12. Compliance with Law.** Supplier agrees to comply with all applicable international, federal, state and local laws and regulations applicable to this Agreement or to Supplier's performance of the Services and/or provision of the Deliverables to Curry hereunder. Supplier shall be responsible for obtaining all licenses and permits required for the performance of the Services and supply of Deliverables to Curry. If any discrepancy or inconsistency should be discovered between the specifications established for the Services and/or Deliverables and any law, regulation, ordinance, order or decree applicable to the Services and/or Deliverables, Supplier shall immediately report such discrepancy or inconsistency to Curry and shall conform its work to any orders or instructions issued by Curry. When the Services and/or Deliverables covered by this Agreement are for use on a contract or subcontract with the United States government or any state government (provided such fact has been disclosed to Supplier), this Agreement shall be subject to all applicable provisions of, and shall be deemed to contain all clauses and agreements required by the terms of any government contract under which or for which this Agreement is issued, and federal laws and regulations. In accordance with Executive Order 12549, Supplier certifies by entering into this transaction that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
- 13. Personally Identifiable Information.** Supplier shall maintain certain procedures to safeguard Personally Identifiable Information ("PII") and as described in the Policies. To the extent that Supplier may have access to PII pursuant to this Agreement, Supplier hereby certifies that it has implemented and shall maintain appropriate security measures to protect PII, in accordance with all international, federal, state and local regulations in jurisdictions in which Curry has a presence. Supplier further agrees that, in the event of any suspected or actual data breach involving such PII, Supplier shall notify Curry immediately. Supplier shall comply with the applicable provisions stated and/or referred to in this Agreement, including Section 9.2 hereof.
- 14. Curry Property.** All schedules, designs, tools or tooling, molds, patterns, drawings, specifications, documents, fixtures, materials, equipment and similar property supplied by Curry to Supplier or purchased or fabricated by Supplier for Curry (collectively, referred to as "Curry Property") shall be and remain the sole property of Curry and no title or interest shall pass from Curry to Supplier hereunder. Any Curry Property held by Supplier in connection with this Agreement shall be (i) kept separate from other property; (ii) held at Supplier's risk of loss or damage until returned to Curry; and (iii) kept free of any liens or encumbrances. All Curry Property shall be subject to recovery by Curry at any time. Upon Curry's request, or cancellation or termination of this Agreement, Supplier shall deliver all Curry Property not previously delivered hereunder in reasonably good condition, except ordinary wear and tear.
- 15. Ownership of Intellectual Property.** To the extent any work product of Supplier created pursuant to this Agreement incorporates or requires the use of any unique software, drawings, designs, processes, inventions,

specifications, mask works or other similar intellectual property owned by Supplier (herein called "Intellectual Property"), Supplier hereby grants to Curry an irrevocable, perpetual, royalty-free, non-exclusive license to use such Intellectual Property. Curry shall own and Supplier hereby assigns to Curry all right, title and interest in and to all Services and/or Deliverables and all Intellectual Property created, prepared or developed by Supplier in the course of performing the Services and/or providing the Deliverables, including any patents, copyrights and other Intellectual Property embodied in the Services and/or Deliverables, free of all liens, claims, encumbrances and licenses; provided that all Services and/or Deliverables subject to copyright shall be considered "work made for hire" by Supplier for Curry to the extent permitted by law. Without limiting the foregoing, Curry shall have the irrevocable, worldwide right to use and exploit the Services and/or Deliverables and Intellectual Property in any manner and to authorize third-parties to exercise any of its rights. Supplier hereby waives all "moral rights" to the extent permitted by law.

16. Mutual Representations and Warranties. Each Party represents and warrants that it has the authority to execute, deliver and perform its obligations under this Agreement, has obtained all required consents and it is duly organized or formed and validly existing and in good standing under the laws of the state of its incorporation or formation.

17. Representations and Warranties of Supplier. Supplier represents and warrants to Curry that it has the experience, capability, and resources to efficiently and expeditiously perform the Services and provide the Deliverables in a professional and workmanlike manner. Supplier represents and warrants to Curry that it shall, at all times, provide its best professional efforts and devote the necessary personnel and supervisors to perform the Services and provide the Deliverables. In addition to any other representations and warranties set forth herein, Supplier represents and warrants to Curry the following during the Term:

- (i) Supplier's performance of the Services pursuant to this Agreement does not violate any existing agreement or obligation between Supplier and a third-party;
- (ii) Supplier is compliant with all applicable federal, state, county and local laws, ordinances regulations, and codes in the performance of its obligations under this Agreement, including, but not limited to, procurement of all necessary licenses, authorization, permits and consents;
- (iii) Supplier shall not use third-party intellectual property provided to Supplier by Curry for Supplier's use in performance of the Services, without the prior consent of Curry;
- (iv) Supplier owns or on creation shall own, all of the rights that Supplier is granting or assigning to Curry under this Agreement (including, the licenses granted hereunder). Neither the Services nor the Deliverables shall not infringe any third-party intellectual property rights;
- (v) There is no action, order, writ, injunction, judgment or decree outstanding or claim, suit, litigation, proceeding, labor dispute, arbitral action or investigation pending, or to the actual knowledge of Supplier threatened, against or relating to Supplier that would have a material adverse effect on this Agreement or on Supplier's ability to consummate the transactions contemplated hereby;
- (vi) Any Deliverables that comprise software programs or other computer-readable files, at the time of delivery to Curry, shall be free of viruses, material defects, worms, Trojan horses, destructive mechanisms, hidden or locked files, code that would cause any of the Deliverables to replicate, transmit or activate itself without control of a person operating the computer equipment on which it resides, code that would alter, damage or erase any data or computer programs without control of a person operating the computer equipment on which it resides, any key, node lock, time-out, "back door," "trap door," "booby trap," "drop dead device," "data scrambling device," or other similar illicit code; and

- (vii) No software or other files shall be installed, executed or copied on Curry's Property without the prior written approval of Curry.

18. Compliance with Curry Procedures; Permits and Related Fees; Acceptance Testing and Acceptance. In providing the Services and/or Deliverables, Supplier and its agents, employees, contractors and subcontractors (collectively, "Supplier Personnel") shall comply with all reasonable policies and procedures prescribed by Curry for coordination of the Services and Deliverables with the functions, activities and operations of Curry. Supplier shall secure and maintain all permits, licenses and inspections necessary for the execution and completion of the Services and provision of the Deliverables (including compliance with all applicable Curry policies and procedures). All permits, licenses and inspection fees payable by Curry, if any, shall be included in the Fees set forth in the Scope of Work.

- 18.1 Each Service and Deliverable shall be subject to acceptance by Curry to verify that such Service and/or Deliverable satisfies the acceptance test (the "Acceptance Test") in accordance with the procedures, criteria and descriptions set forth in the Scope of Work, or as mutually agreed to by the Parties. The Parties shall diligently endeavor to complete the Acceptance Test pursuant to the timeline agreed upon by the Parties; provided, however, if no timeline is specified, such Acceptance Test shall be performed in a timely manner. Upon successful completion of the Acceptance Test, Curry shall issue an Acceptance Notice (as defined hereafter) to Supplier pursuant to Section 17.3 hereof.
- 18.2 If Curry determines the Services or the Deliverables have not successfully completed the Acceptance Test, Curry shall promptly notify Supplier in writing of such determination (the "Failure Notice") and shall describe in reasonable detail its reasons for such determination. At Curry's option, Curry may in the Failure Notice, either (a) terminate this Agreement without providing Supplier with an opportunity to cure by including language to such effect and specifying a date following the date of receipt of the Failure Notice to be the termination date and receive a full refund of all amounts paid to Supplier hereunder (if any); or (b) request Supplier make such necessary corrections and modifications to the Services (and/or any Deliverables) at Supplier's sole expense that shall cause it to successfully complete the Acceptance Test no later than ten (10) business days' from the date of the Failure Notice. If requested by Curry to make corrections and modifications to the Services (and/or any Deliverables), Supplier shall notify Curry in writing when it has done so (the "Correction Notice"). Promptly after receipt of the Correction Notice, Curry, with all necessary cooperation and assistance from Supplier, shall retest the Services (and/or any Deliverables). If Curry determines the Services (and/or any Deliverables) fail the Acceptance Test again, Curry shall provide Supplier with a Failure Notice, and shall have the right to (i) terminate this Agreement and receive a full refund of all amounts paid to Supplier thereunder or (ii) permit Supplier to cure such failure by following the procedures set forth in this section.
- 18.3 Curry shall be deemed to have Accepted (as defined hereafter) the Services (and/or the Deliverables) (i) upon the date of delivery of the conforming Services and/or Deliverables provided by Supplier to Curry if such Services and/or Deliverables are not subject to an Acceptance Test, as evidenced by Curry issuing an acceptance notice to Supplier (the "Acceptance Notice") on such delivery date; or (ii) upon the date of successful completion of such Acceptance Test(s) if such Services and/or Deliverables are subject to an Acceptance Test, as evidenced by the issuance of an Acceptance Notice to Supplier by Curry upon completion of the Acceptance Test(s) (delivery of the Acceptance Notice as set forth in (i) and (ii) above is referred herein as "Acceptance"). The form of such Acceptance Notice shall be as agreed to by the Parties. The term "Acceptance" shall include "Accept", "Accepted" and words of similar import. Notwithstanding Curry's rights under this Agreement, as a condition precedent to Curry's payment obligations set forth in this Agreement, Curry shall Accept the Services (and/or the Deliverables) delivered by Supplier. By way of clarification, Curry hereby retains the right to reject non-conforming Services (and/or the Deliverables) and shall not be obligated to Accept nor pay for any non-conforming Services (and/or the Deliverables).

19. **Taxes.** Unless otherwise agreed by Curry, the Fees for any Services and/or Deliverables to be provided under this Agreement shall not include any state or local sales, use or other taxes.

20. **Packing and Shipment.** If applicable, deliveries of the Deliverables furnished pursuant to this Agreement shall be made without additional charge to Curry for boxing, crating, carting or storage, unless otherwise specified in the Scope of Work. Such Deliverables shall be suitably packed to minimize breakage and transportation costs and to conform to the requirements of common carriers. Curry's purchase order numbers shall be plainly marked on all invoices, packages, bills of lading and shipping orders. The Parties hereby agree that freight on board shall be Curry College.

21. **Status of Supplier.** Each Party hereto shall be considered an independent contractor and this Agreement shall not create a relationship of a joint venture, employer and employee, principal and agent and the like. Each Party shall be responsible for applicable withholding, the payment of applicable payroll taxes, worker's compensation coverage, benefits and any other requirements associated with employment.

22. **Title; Risk of Loss; Release of Liens and Claims.** Title to all Deliverables (other than software Deliverables) and Services shall vest in Curry upon Acceptance by Curry. The risk of loss from any casualty to the Deliverables shall be the responsibility of Supplier until Curry has Accepted the Deliverables and/or Services. Supplier shall furnish Curry with a complete "Release of Liens and Claims" at such intervals requested by Curry and before final payment is released. If any lien is filed or remains unsatisfied after final payment, Supplier shall indemnify Curry for all costs incurred in discharging such lien.

23. **Assignment and Subcontracting.** Supplier shall not assign or transfer all or part of this Agreement or any interest therein, including, but not limited to, any rights to receive payments from Curry, without the prior written consent of Curry. If Supplier merges with or is acquired by a third-party (except for any merger or acquisition with or by any company which previously controls or is controlled by Supplier, as represented by ownership of not less than fifty-one percent (51%) of the used and outstanding common stock), such transaction shall be deemed a transfer of this Agreement by Supplier. Supplier shall not subcontract or delegate its obligations under this Agreement without the prior written consent of Curry. Any attempts to assign such interest or delegate such duties shall be void. Purchases of parts and materials normally purchased by Supplier or required by this Agreement shall not be construed as subcontracts or delegations.

24. **Indemnification.**

24.1 Supplier agrees to defend, indemnify and hold harmless Curry and its Affiliates (including, but not limited to, its corporations, trustees, officers, faculty, employees, students, representatives and agents) (collectively, the "Indemnitees") from and against any and all claims, demands, suits, settlements, damages, losses, obligations, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses and settlements, including, those to avoid claims (collectively, "Losses") of any kind or nature paid or incurred by, imposed on, or asserted against the Indemnitees (whether meritorious or groundless) relating to, arising out of, directly or indirectly, or in connection with this Agreement, including Supplier's or Supplier Personnel's (i) alleged or actual negligence; (ii) performance of its obligations under this Agreement; (iii) misrepresentation or breach of this Agreement; (iv) negligence or willful misconduct; (v) violation of law; (vi) actual or alleged infringement, misappropriation or other unauthorized use of third-party's intellectual property of any kind whatsoever; (vii) failure to pay withholding or other taxes resulting in determination by a government agency that Supplier is not an independent contractor; or (viii) injury to persons or property or other tort arising out of any act, omission or negligence of any Supplier Personnel.

24.2 Curry shall promptly notify Supplier if Supplier is obligated to provide such indemnification of any claim for which Curry seeks indemnification. Supplier shall have the right to conduct the defense or settlement of any such claim at Supplier's sole expense with counsel reasonably satisfactory to Curry, and Curry shall reasonably

cooperate with Supplier. Curry shall have the right to participate in such defense at its own expense. Curry shall have the right to approve the settlement of any claim that imposes any liability or obligation other than the payment of money damages.

24.3 IN NO EVENT SHALL CURRY NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS BE LIABLE, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, LOSS OF PROFITS, BUSINESS INTERRUPTION OR LOSS OF INFORMATION, WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF THE BASIS OF THE CLAIM EVEN IF CURRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MOREOVER, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CURRY FOR ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, COSTS AND/OR EXPENSES EXCEED THE FEES ACTUALLY PAID BY CURRY TO SUPPLIER UNDER THE APPLICABLE SCOPE OF WORK DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE TIME THAT CLAIM(S) GIVING RISE TO THE LIABILITY ARISES.

25. **Insurance.** At all times Supplier shall keep in force, at its own expense, at least the following insurance coverage from an insurance company that is authorized to do business in the Commonwealth of Massachusetts, in accordance with this section. Providing and maintaining sufficient insurance coverage are material terms of this Agreement:

1. **Worker's Compensation and Employer's Liability Insurance**

- a. Worker's Compensation Statutory Requirement
- b. Employers Liability \$500,000 bodily injury each accident
 \$500,000 bodily injury by disease for each employee
 \$500,000 bodily injury/disease aggregate

Statutory worker's compensation covering each and every worker employed in connection with the Services and/or Deliverables as provided in the statutes applicable to worker's compensation.

2. **Commercial General Liability**

- a. Limits \$3,000,000 General Aggregate
 \$2,000,000 Products/Completed Op Aggregate
 \$2,000,000 Personal & Advertising Injury
 \$2,000,000 Each Occurrence
 \$50,000 Fire Damage
 \$5,000 Medical Expense
- b. There shall be no exclusion for:
 - Operations and Premises
 - Products/Completed Operations Liability
 - Limiting Coverage's with respect to environmental hazards
 - Sexual Abuse and Molestation
- c. Completed Operations shall be for a minimum of three (3) years (applicable all construction, maintenance or installation Suppliers).

Curry and its Affiliates shall be named as an Additional Insured as their interest may appear and a copy of the endorsement shall be provided to Curry's Risk Management Office upon execution of this Agreement.

3. **Automobile Liability**

- a. Bodily Injury/Property Damage Combined Single Limit of \$1,000,000
 - b. Coverage shall include: Non-Owned Car, Hired Car and all Owned or Leased Vehicles.
 - c. Curry and its Affiliates shall be named as an Additional Insured as their interest may appear and a copy of the insurance certificate shall be provided to Curry's Risk Management Office upon execution of this Agreement.
4. **Umbrella Liability**
- a. Umbrella Liability Limits: \$5,000,000 each occurrence/aggregate
 - b. Curry and its Affiliates shall be named as an Additional Insured as their interest may appear and a copy of the insurance certificate shall be provided to Curry's Risk Management Office upon execution of this Agreement. Coverage is in excess of General Liability, Automobile Liability, and employer's Liability.
5. **Professional Liability**
- a. Professional Legal Liability Limits: \$2,000,000 each occurrence/aggregate
 - b. Curry's Risk Management Office shall receive a confirming insurance certificate from Supplier upon execution of this Agreement.
6. **Security and Privacy Liability (applicable to any party with access to personal identification information and or access to Curry IT systems)**
- a. Third-Party Liability Limits: \$2,000,000 each occurrence/aggregate
 - b. Curry's Risk Management Office shall receive a confirming insurance certificate from Supplier upon execution of this Agreement.
7. **Employee Dishonesty Bond (applicable to any licensee with access to or holding Curry cash or equivalent)**
- a. Employee Dishonesty Limit Specific to Curry: \$2,000,000
 - b. Curry's Risk Management Office shall receive a confirming insurance certificate from Supplier upon execution of this Agreement.
8. **Waiver of Subrogation:** Each policy listed above shall also contain a waiver of subrogation in favor of Curry.
9. **Claims Made Policies:** Any and all claims made policies shall include a minimum extended reporting period of three (3) years.
10. **Carrier Financial Strength:** All insurance carriers shall meet a minimum financial rating of A.M. Best's A-XV" or, as acceptable by review by Curry's Associate Vice President of Finance/Controller.
11. **Cancellation or Notice of Non-Renewal:** All insurance carriers shall provide a minimum notice of cancellation or non-renewal to the Additional Insured of thirty (30) days.
12. For purposes of this Agreement, "Affiliates" shall mean the corporations, trustees, officers, directors, volunteers, employees and any other parties affiliated with Curry. As noted in this section, all certificates of insurance shall name Curry and its Affiliates as Additional Insured. Such insurance policy shall include a waiver of subrogation against any of the Additional Insureds and Supplier hereby waives any recovery against the Additional Insureds related to any such matter.

In addition to the requirements above, Supplier shall furnish industry standard certificate[s] of insurance to Curry's Associate Vice President of Finance/Controller Finance located at 65 Atherton

Street Milton, B104-First Floor, MA 02186 showing the coverage required by this section. Supplier shall provide Curry with written notice in the event of any policy change, cancellation, or termination. Neither the issuance of any insurance policy or coverage required under this Agreement, nor the minimum limits specified herein with respect to Supplier's insurance coverage, shall be deemed to limit or restrict in any way Supplier's liability arising under or out of this Agreement.

26. **Waiver.** The failure of Curry in any one or more instances to enforce one or more of the terms and conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by Curry of any breach of the terms and conditions of this Agreement shall not be construed as a waiver of such term, condition, right, or privilege or thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.
27. **Suspension of Services.** Curry may order Supplier in writing to suspend, delay or interrupt all or any part of the Services (including, delivery of the Deliverables) hereunder for a period not to exceed ninety (90) consecutive days.
28. **Governing Law.** This Agreement is being made under and shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts without regard to its rules of conflict of laws. Each of the Parties hereby irrevocably and unconditionally (a) consents to submit to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts and of the United States of America located in the Commonwealth of Massachusetts (the "Massachusetts Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts), (b) waives any objection to the laying of venue of any such litigation in the Massachusetts Courts and (c) agrees not to plead or claim in any Massachusetts Court that such litigation brought therein has been brought in an inconvenient forum. This section shall survive termination, cancellation, or expiration of this Agreement.
29. **Audit.**
- 29.1 Supplier shall (and shall ensure that each of its agents and subcontractors shall) provide to Curry, any Curry auditor(s) (whether internal or external), and/or any law enforcement agents with access at all reasonable times, during the Term and for up to six (6) months following expiration or termination of this Agreement, to: (a) any facility or part of a facility at which Supplier or any of its agents, or subcontractors are providing the Services and/or Deliverables; (b) data, books, records (including, financial), information systems relating to the Services and/or Deliverables; and/or (c) Supplier Personnel, in each case for the purpose of performing audits designed to confirm that Supplier is meeting all requirements under any applicable law and is in compliance with this Agreement.
- 29.2 Supplier shall provide all assistance reasonably requested in relation to any such audit, including ensuring all appropriate personnel of Supplier, its agents or subcontractors cooperate. Supplier's obligation to provide access for any particular audit is conditioned on Supplier receiving at least ten (10) days' advance notice of such audit; provided, however, that Supplier shall provide immediate access for any of the following events even if no advance notice was provided: any audit or investigation: (i) by law enforcement agent(s); (ii) arising out of reasonable suspicion of misappropriation, fraud or business irregularities (including, suspicion of overcharge); or (iii) relating to potential violation of Sections 9 (Confidentiality) and/or 14 (Ownership of Intellectual Property) of this Agreement. Subject to the terms set forth herein, each Party shall bear its own costs with respect to any audit.
- 29.3 If any audit reveals that Curry overpaid Supplier any amount for Fees or other expenses, pursuant to Section 23 (Indemnification), Supplier shall indemnify and remit to Curry such overcharge amount within thirty (30) days after receiving Curry's invoice relating to the overpaid amount. In addition, if any audit reveals that Curry

overpaid any amount under this Agreement (including, any Scope of Work issued hereunder) by five percent (5%) or more of the total Fees payable under the applicable Scope of Work issued hereunder for the period audited, Supplier shall also, within thirty (30) days after receiving an invoice therefore, reimburse Curry for all reasonable Fees incurred to conduct the audit and otherwise detect and rectify such overpayment.

30. **Notices.** Whenever any notice, demand, or request is required or permitted, such notice, demand, or request shall be in writing and shall be (i) delivered by hand; (ii) sent by registered or certified mail, postage prepaid, return receipt requested; (iii) sent by nationally recognized commercial courier for next business day delivery; or (iv) transmitted by facsimile or electronic mail (“e-mail”) to the facsimile number or e-mail address for each Party set forth below or as specified by written notice given in accordance herewith (with a duplicate of the notice sent the same day by registered or certified mail, return receipt requested, or by nationally recognized commercial courier for next business day delivery). All notices, demands, or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by facsimile or e-mail transmittal shall be deemed given on the date of facsimile or e-mail transmittal. Any notice, demand, or request not received because of changed address, facsimile number or e-mail address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the Party to whom addressed on the date of hand delivery, on the first calendar day after deposit with commercial courier, on the third calendar day following deposit in the United States Mail, or on the date of facsimile or e-mail transmittal, as the case may be.

If to Curry:

Curry College

Attn: [INSERT NAME AND/OR DEPARTMENT NAME]

[INSERT ADDRESS]

[INSERT E-MAIL ADDRESS]

[INSERT FACSIMILE NUMBER] (If applicable)

With a copy to:

Curry College

Attn: Office of General Counsel

King Academic Administration Building

Office 117, First Floor

55 Atherton Street Milton, MA 02186

If to Supplier:

[INSERT NAME OF SUPPLIER]

Attn: [INSERT NAME OF SUPPLIER’S POINT OF CONTACT]

[INSERT SUPPLIER’S ADDRESS]

[INSERT E-MAIL ADDRESS OF SUPPLIER’S POINT OF CONTACT]

[INSERT FACSIMILE NUMBER OF SUPPLIER] (If applicable)

31. **Accessibility.** Supplier shall provide to Curry a current completed Voluntary Product Accessibility Template (“VPAT”) to demonstrate compliance with the W3C’s Web Content Accessibility Guidelines (“WCAG”) 2.1 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.1 for web content. Supplier guarantees that, upon delivery, the site will meet the WCAG 2.1 AA standard. If the site does not comply with the WCAG 2.1 level AA standards, Supplier will correct any deficiencies to reach

compliance without additional charge within one week, unless the deficiencies arise from Curry-provided content created outside the site's management tool set, in which case, Curry shall be responsible to pay for Supplier's additional time (at Supplier's applicable hourly rate) correcting such deficiencies.

32. **Entire Agreement; Amendment.** This Agreement constitutes the entire understanding and agreement between the Parties and shall supersede any prior agreement, written or oral, not incorporated herein. There are no understandings, representations, conditions, guarantees, or warranties, express or implied, by statute, usage, or trade or otherwise, other than as set forth herein or in an amendment executed by the Parties and incorporated herein. This Agreement may be amended only by a written amendment, signed by each of the Parties hereto.
33. **Force Majeure.** Neither Party hereto shall be liable or responsible to the other Party for any loss or damage or for any delays or failure to perform due to a Force Majeure Event (as defined hereafter). A "Force Majeure Event" includes, but is not limited to, the following: (i) acts of God, (ii) civil unrest, (iii) disaster, (iv) strikes, (v) pandemic/epidemic illness or outbreak, (vi) war, (vii) riots, (viii) flood, (ix) fire, (x) sabotage, (xi) terrorist activity or threat, (xii) curtailment of transportation facilities or roads, (xiii) order or restriction by any government authority, (xiv) governmental preemption in the case of national or local emergency security or health risk, (xv) suspension of governmental operations, or (xvi) any other causes beyond the reasonable control of either Party that makes it impossible, illegal, or commercially impracticable for either Party to perform their respective obligations under this Agreement. In the event of a Force Majeure Event, Curry may terminate this Agreement and/or any Scope of Work(s) issued hereunder, without penalty, for any one of the above reasons by serving written notice upon Supplier. In the event of termination of this Agreement and/or any Scope of Work(s) issued hereunder due to a Force Majeure Event, Supplier shall return all pre-paid Fees to Curry and Curry shall incur no additional liability for such termination.
34. **Development of Disadvantaged Suppliers.** Curry is committed to encouraging the development of minority, women-owned, and otherwise small and disadvantaged businesses. Supplier shall make sufficient efforts to outreach (subject to the terms set forth herein) to minority, women-owned and otherwise small and disadvantaged businesses.
35. **Conflict of Interest.** Supplier acknowledges that Curry and federal policies prohibit Curry employees from accepting gifts or gratuities from vendors, subcontractors, and Supplier. This includes the use of property or facilities, gift certificates, entertainment, or other favors of value extended to employees or their families. The applicable policy is found on Curry's website at <https://www.Curry.edu/policies/conflict-interest>. Supplier agrees to use all reasonable efforts and diligence to ensure that its officers, employees and subcontractors (if any) comply with the aforementioned Curry's policy. Supplier affirms that to the best of his/her knowledge there exist no actual, or potential conflict of interest between Supplier's family, business or financial interests and the Services and Deliverables provided under this Agreement. In the event of a change in circumstances that bears on this provision, Supplier shall promptly notify Curry.
36. **Sustainability:** Curry promotes the use of "green" initiatives throughout the campus. Supplier agrees to utilize environmentally friendly practices when it is financially deemed efficient and effective.
37. **Severability.** If any provision of this Agreement shall be declared void, illegal or unenforceable, the remaining provisions of this Agreement shall be valid and enforceable to the extent permitted by applicable law.
38. **Remedies.** All remedies to either Party for breach of this Agreement by the other Party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of such remedy to the exclusion of other remedies available at law or in equity.
39. **Survival.** The provisions set forth in Sections 2.2, 7, 7.1, 7.2, 9, 9.1, 9.2, 9.3, 10, 12, 13, 14, 20, 21 – 23.2, 24, 27-30, 35 – 37, 39 and such other sections necessary to effectuate the completion of Services, delivery of the

Deliverables and fulfillment of the obligations of the Parties shall survive any termination or expiration of this Agreement.

40. Interpretation. In this Agreement, unless the context otherwise requires, words describing the singular number shall include the plural and vice versa, and words denoting any gender shall include all genders, and words denoting natural persons shall include corporations and partnerships and vice versa. Whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall be understood to be followed by the words “without limitation.” The words “hereof,” “herein,” and “hereunder,” and words of similar import, when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement unless otherwise specified. All terms used herein with initial capital letters have the meanings ascribed to them herein, and all terms defined in this Agreement shall have such defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument, or statute defined or referred to herein, or in any agreement or instrument that is referred to herein, means such agreement, instrument, or statute as from time to time amended, modified, or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. Each of the Parties has participated in the drafting and negotiation of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if it is drafted by all the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

CURRY COLLEGE

[INSERT SUPPLIER NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

This Exhibit A (“Exhibit A”) is to the Master Services Agreement (the “Agreement”), dated as of [INSERT AGREEMENT EFFECTIVE DATE], by and between Curry College, a Massachusetts non-profit educational corporation with a principal place of business at 1071 Blue Hill Avenue, Milton, MA 02186, and [INSERT NAME OF SUPPLIER], a [INSERT STATE OF INCORPORATION] corporation, with a principal place of business at [INSERT SUPPLIER’S PRINCIPAL PLACE OF BUSINESS] (“Supplier”). Curry and Supplier referred herein individually as a “Party”; collectively as the “Parties”. Capitalized terms used and not defined in this Exhibit A shall have the meaning ascribed to such terms in the Agreement.

SCOPE OF WORK

1. [INSERT DESCRIPTION OF THE SERVICES AND/OR DELIVERABLES]
2. [INSERT WORK SCHEDULE AND MILESTONES]
3. [INSERT PAYMENT SCHEDULE, INCLUDING FEES AND REIMBURSABLE EXPENSES]
4. [INSERT OTHER OBLIGATIONS AND RESPONSIBILITIES OF SUPPLIER]
5. [INSERT ACCEPTANCE TEST(S) REQUIREMENTS, IF ANY]

EXHIBIT B

This Exhibit B ("Exhibit B") is to the Master Services Agreement (the "Agreement"), dated as of [INSERT AGREEMENT EFFECTIVE DATE], by and between Curry College, a Massachusetts non-profit educational corporation with a principal place of business at 1071 Blue Hill Avenue, Milton, MA 02186("Curry") and [INSERT NAME OF SUPPLIER], a [INSERT STATE OF INCORPORATION] corporation, with a principal place of business at [INSERT SUPPLIER'S PRINCIPAL PLACE OF BUSINESS] ("Supplier"). Curry and Supplier referred herein individually as a "Party"; collectively as the "Parties". Capitalized terms used and not defined in this Exhibit B shall have the meaning ascribed to such terms in the Agreement.

CURRY COLLEGE CHANGE ORDER FORM

Date: _____ Job: _____

The Scope of Work issued under the Agreement, dated as of [INSERT AGREEMENT EFFECTIVE DATE], by and between Supplier and Curry, is hereby modified and amended by the following modification(s)/addition(s) from the original plans and specifications:

It is mutually agreed that for such change, the Fees are increased/decreased by [INSERT AMOUNT] dollars (\$☒) USD), and shall be payable, or deductible from (as applicable) the payment obligations set forth in the Scope of Work.

Time for completion of the above cited work is hereby extended [INSERT NUMBER OF DAYS] (☒) days beyond the completion date set forth in the Scope of Work or shall not exceed [INSERT NUMBER OF DAYS] (☒) days beyond any completion date set forth in the Scope of Work.

All other provisions of this Agreement (including, the Scope of Work) shall remain in full force and effect, without change because of above deviations.

Supplier

Curry