



VALPARAISO UNIVERSITY CONTRACT RIDER

This document inserts terms and conditions consistent with Valparaiso University's ("University") Contract Execution Policy. For purposes of this Rider, the contracting parties are referred to as the University and the Contracting Party, notwithstanding any other reference to the parties in the contract/agreement to which the Rider is attached (the "Contract"). The Rider shall be attached to, and its terms incorporated into, every legal contract entered into by the University unless the University's General Counsel, other University legal counsel, University President, Provost, Chief Operating Officer, or the Senior Vice President for Finance has determined it is not in the University's best interest to incorporate the Rider into the Contract.

1. The Contract shall contain the following terms:

"Attached to this document and incorporated herein by reference is the Valparaiso University Contract Rider."

2. To the extent the terms and conditions of the Rider conflict with the terms and conditions of the Contract, the terms and conditions of the Rider shall prevail.
3. The Contract cannot be enforceable against the University unless it is signed by the University President, Provost, Chief Operating Officer, or Senior Vice President for Finance.
4. If there is a provision in the Contract that calls for an automatic renewal, any required notice of the University's intent not to renew the Contract cannot be greater than 30 days.
5. If the Contract does not have a termination date and does not allow the University to terminate the Contract at any time and for any reason, the University shall have the right to terminate the Contract after two years, for any reason.
6. If the University is required to indemnify and/or waive liability and/or hold harmless the Contracting Party, such requirement(s) shall only apply to the willful or negligent acts or omissions of the University's employees or agents and only if such acts or omissions were more than 50% responsible for the damages or liabilities that resulted. The University shall not indemnify and/or waive liability and/or hold harmless the Contracting Party for the acts or omissions of any non-University employee or agent, including the Contracting Party. Finally, such damages or liabilities shall not include court costs and attorney fees.
7. There shall be no limitation of damages caused by the Contracting Party.
8. If, as the result of a Force Majeure Event (as defined below) University is unable to, or is prevented from, performing on any portion thereof of any material obligation under the Agreement, then University's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by the Contracting Party, and Contracting Party shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing University shall be obligated and liable to Contracting Party for such proportionate amount of the payment provided for herein as may be due hereunder for

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any performance(s) which Contracting Party may have rendered up to the time of the inability to perform by reason of such Force Majeure Event.

A “Force Majeure Event” shall include but not be limited to any one or more of the following acts which makes any performance contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) or recommendation(s) of any public authority or bureau or University’s action or inaction to align with recommendations of any of the previously mentioned public authority; civil tumult; epidemic; act(s) of the public enemy, act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around the location of contract performance which University reasonably believes jeopardizes the safety of University people or property; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires, explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; or other similar or dissimilar causes beyond the control of University which makes any performance(s) contemplated by this Agreement impossible, infeasible, or unsafe.

9. This Agreement shall be interpreted in accordance with the laws of the State of Indiana. Unless waived by both parties, venue for any action to enforce or interpret the provisions of the Contract shall be in Porter County, Indiana or the federal district court located in Hammond, Indiana.

Last Revised: 03.20.2020