

RESEARCH FOUNDATION GENERAL PROVISIONS
for
INFORMATION TECHNOLOGY ACQUISITIONS
12/10/2014

1) Definitions

Throughout this document, the following words have the following meanings.

- a) "Research Foundation" shall mean California State University, Long Beach Research Foundation.
- b) "Contractor" shall mean the person or entity providing goods or services to Research
- c) "The Parties" shall mean "Research Foundation" and "Contractor."
- d) "University" shall mean California State University, Long Beach.

2) Commencement of Work

Contractor shall not commence work under the Contract until Contractor has received a fully executed Contract and been given written approval to proceed. Any work performed by Contractor prior to the date of approval shall be considered as having been performed at Contractor's own risk and as a volunteer.

3) Entire Agreement, Modification & Integration

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of each party. No modification, alteration or variation of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated in writing in the Contract shall be binding on any of the parties hereto.

4) Severability

RESEARCH FOUNDATION GENERAL PROVISIONS FOR INFORMATION TECHNOLOGY ACQUISITIONS

17) Insurance Requirements

The Contractor shall not commence Work until it has obtained all the insurance required in this Contract, and such insurance has been approved by the Research Foundation.

a) Policies and Coverage.

i) The Contractor shall obtain and maintain the following policies and coverage:

- 1) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering Work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the Work.
- 2) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists.
- 3) Workers' Compensation including Employers Liability Insurance as required by law.

ii) The Contractor also may be required to obtain and maintain the q1 (n) Tc 0 Tw 0.8.y-5.ow7.1 (d)3.1 (n)-2.1 (tg).1 (r h3 (t)0d06

RESEARCH FOUNDATION GENERAL PROVISIONS FOR INFORMATION TECHNOLOGY ACQUISITIONS

b) Sudden & Accidental Pollution endorsement--Limits of Liability*: \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.

*A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance.

RESEARCH FOUNDATION GENERAL PROVISIONS FOR INFORMATION TECHNOLOGY ACQUISITIONS

- ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed or resulting Contract:
- i. Will receive a copy of the company's drug-free policy statement; and,
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

Note: Authority Cited: Government Code Section 8350-8357

37) Forced, Convict, Indentured and Child Labor

By accepting a contract with Research Foundation, Contractor:

- a) Certifies that no equipment, materials, or supplies furnished to Research Foundation pursuant to this Contract have been