

RESEARCH FOUNDATION GENERAL PROVISIONS for SERVICE 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 services to "Research Foundation."
- 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

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**10) Waiver of Rights**

Any action or inaction by Research Foundation or the failure of Research Foundation on any occasion to enforce any right or provision of this Contract shall not be a waiver by Research Foundation of its rights hereunder and shall not prevent Research Foundation from enforcing such provision or right on any future occasion. Research Foundation's rights and remedies provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

**11) Time**

Time is of the essence in the performance of this Contract.

**12) Cancellation**

Research Foundation has the right to cancel this Contract at any ( s)10.5 (ha)2OTc 0.005 Tw6eC /H2a-5 (t)-7(t)2.7 (s)10.4h(unda)2 (

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or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from Contractor's performance of this Contract.

### 19) Invoices

Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such.

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Research Foundation an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Contractor shall:

- i. Notify Research Foundation of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated; and
- ii. Contractor shall cooperate with any litigation or investigation proceedings concerning protected data loss or other breach of Contractor's obligations under this Contract. Any access, transmission, or storage of protected data outside the United States must be approved in writing by Research Foundation in advance. Contractor's failure to comply with any provision of this Section shall constitute a material breach of the Contract

### **23) Patent, Copyright, and Trade Secret Indemnity**

- a) Contractor shall indemnify, defend, and hold harmless Research Foundation, the State of California, the Trustees of the California State University, University, and their respective officers, agents, and employees (collectively referred to as Research Foundation), from any and all third party claims, costs (including without limit allteil 6 (he)9 ( S)6.1 (l)5.1 (ur)4rtt5.1

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(or designee) and Research Foundation's Chief Operating Officer (or designee) for resolution. The Parties must participate in this high-level informal dispute resolution process in good faith prior to initiating any legal action. If this informal dispute resolution process is unsuccessful, the parties may pursue all remedies consistent with this Contract. Despite an unresolved dispute, Contractor shall continue without delay in performing its responsibilities under this Contract.

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