

**UNIVERSITY OF NEBRASKA
SHORT FORM CONSULTANT AGREEMENT**

THIS AGREEMENT, is made effective on <agreement date> by and between the **BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public body corporate and agency of the State of Nebraska, for and on behalf of the University of Nebraska – <department name> whose address is <departmental address> (“the University”), and <Company Legal Name> whose address is <Company address> (“the Consultant”).

The Consultant and the University agree to the following terms and conditions:

SECTION 1. DESCRIPTION OF SERVICES.

The Consultant agrees to perform such professional services, with the standard of professional care and skill required to perform such services, and shall render the services and provide deliverables necessary to:
<scope>

(collectively, hereinafter called "the Services") for Project <number>- <project name> as provided in the Contract Documents which shall consist of this Agreement and the following documents, attached or incorporated by reference into and made part of this Agreement (each an “Ancillary Document”):

Exhibit A: Miscellaneous Terms & Conditions

Exhibit B: Proposal No: <quote number> dated <quote date>

Notwithstanding any provision to the contrary in any of the following documents, precedence is established by the order of the following documents: (1) duly executed amendments to the Contract Documents (to the extent not superseded by a subsequent amendment); (2) this Agreement and any Ancillary Document issued by University and incorporated by reference into this Agreement; and (3) any Ancillary Document not issued by University and incorporated by reference into this Agreement. In the event of conflicting or inconsistent provisions between any of the foregoing documents, a document identified with a lower numerical value in this section shall supersede a document identified with a higher numerical value in this section to the extent necessary to resolve any such conflict or inconsistency. In the event an issue is addressed in one of the foregoing documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur. Where terms and conditions specified in Consultant’s bid, proposal, or quotation differ from the terms and conditions in University’s solicitation, the terms and conditions in the solicitation shall apply. Where terms and conditions specified in Consultant’s bid, proposal, or quotation supplement the terms and conditions in University’s solicitation, the supplemental terms and conditions shall apply only if specifically accepted by University in writing.

SECTION 2. THE CONTRACT SUM.

The University shall pay to the Consultant for the performance of the Services, subject to additions and deductions as provided in the Contract Documents, in warrants of the State of Nebraska, the not-to-exceed sum of

<dynamic edit by Nebraska> _____ Dollars (U.S.) (\$<contract value>)

This sum shall represent payment in full for all goods and services provided pursuant to the Contract Documents. Consultant shall not exceed the amount above without prior written approval from the University or designated Representative.

SECTION 3. PAYMENT SCHEDULE.

The University shall pay the Consultant according to the following schedule:

Payment shall be made based on periodic invoices received for Services actually performed and/or as authorized or requested by the University or designated Representative.

The University shall inspect and certify the portions of the Services completed for purposes of such progress payments, and the decision of the University shall be final and binding on both parties. Such progress payments shall not relieve the Consultant of the obligation to completely perform the Services in accordance with the Contract Documents.

SECTION 4. TIME OF COMPLETION.

The Consultant agrees to commence performance of the Services upon receipt of Notice to Proceed and to complete the Services by not later than <contract end date>.

SECTION 5. INSURANCE.

The Consultant shall provide certificates of insurance as set forth in the Contract Documents and as listed in University's insurance certification sheet specifications.

SECTION 6. INSPECTION.

The University may perform periodic or continuous inspection of the Consultant's performance. Such inspection by the University shall not relieve the Consultant of its duty and obligation to supervise and perform the Services as required by the Contract Documents.

SECTION 7. NONDISCRIMINATION AND WORKPLACE CONDUCT.

The Consultant and its subconsultants shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Services, with respect to hire, tenure, terms, conditions, or privileges of employment because of such person's race, color, religion, sex, disability or national origin. The Consultant further agrees that its employees and representatives and the employees and representatives of its subconsultants shall comply with all rules and regulations of the University pertaining to workplace conduct, and that any such employee or representative in violation of the University's rules and regulations pertaining to workplace conduct shall be removed from the site of the work/Services and from property of the University.

SECTION 8. BINDING EFFECT AND ASSIGNMENT.

The Contract Documents shall be binding upon the University and the Consultant, and their respective subconsultants, successors, and assigns. Neither the University nor the Consultant may assign this Agreement without the duly authorized written consent of the other.

SECTION 9. GOVERNING LAW AND DISPUTE RESOLUTION.

The Contract Documents shall be construed, interpreted and enforced in accordance with the laws of the State of Nebraska. Any dispute arising under the Contract Documents which is not settled by agreement of the parties shall be resolved in accordance with Nebraska law in a court of competent jurisdiction located in Lancaster County, Nebraska. Pending settlement or final decision in any judicial proceedings relating to dispute arising under the Contract Documents, the Consultant shall proceed diligently with the performance of the Services in accordance with the decision of the University.

SECTION 10. TERMINATION.

(a) The University may terminate this Agreement for cause at any time if the Consultant is in material breach of the Contract Documents or fails to make substantial progress towards performance of the Services. In the event of such a breach or failure to make substantial progress, the University shall provide the Consultant with no less than ten (10) days advance written notice that it intends to terminate this Agreement unless the breach or failure to make substantial progress is cured by the Consultant. If after such written notice, the Consultant fails to cure the breach or failure to make substantial progress, the University may terminate this Agreement and pursue all legal remedies available to it.

(b) The University may also terminate this Agreement without cause by giving written notice to the Consultant of its intention to terminate the Agreement. Upon receipt of such notice, the Consultant shall immediately stop performance of the Services. The University shall be obligated to pay Consultant for all portions of the Services

completed as of the date of the Consultant's receipt of such written notice.

SECTION 11. ENTIRE AGREEMENT AND AMENDMENT.

The Contract Documents comprise the entire agreement of the parties as to the subject matter set forth therein. The Contract Documents may not be amended or modified except in a writing that is signed by properly authorized representatives of both of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first stated above.

<Company Legal Name>

**BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A Miscellaneous Terms & Conditions

1. **General.** The Agreement may not be changed in any way except by an instrument in writing signed by both parties. The Contract Documents cancel and supersede any prior understandings or agreements between the parties with respect to the subject matter hereof. Failure of any party to enforce its right under the Contract Documents shall not constitute a waiver of such rights or of any other rights under the Contract Documents.

2. **Termination for Cause.** University may terminate the Agreement at any time if Consultant fails to carry out its terms or fails to make substantial progress toward the fulfillment of those terms. In such an event, University shall provide Consultant with a thirty (30) day written notice of the terms in breach. If after such notice, Consultant fails to remedy the breach within those 30 days, University may immediately cancel the Agreement.

3. **Contract Assignment.** The Agreement shall not be transferred or assigned without prior written consent of University.

4. **Indemnity, General and Patent.** Consultant shall indemnify, and save harmless, the University and its respective officers, agents and employees, from and against any and all liabilities, and losses whatsoever, including without limitation, costs and expenses, in connection therewith, on account of, or by reason of, injury to or death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, Consultant's negligent, wrongful, or intentional acts, errors, or omissions, or breach of this Agreement, except for that liability and loss, arising from the acts or omissions, of the University or its agents. With respect to anything provided to the University by the Consultant, the Consultant shall indemnify the University and its respective officers, agents and employees against liability, including costs and attorney's fees for infringement of any United States patent, copyright, trade infringement or other intellectual property right arising out of the manufacture, delivery and use of such by the University.

5. **Governing Law; Venue.** The laws of the State of Nebraska shall govern. Any dispute arising under the Agreement, which is not settled by agreement of the parties, shall be resolved in forums (except for applicable federal appellate courts) located in the State of Nebraska.

6. **Force Majeure.** Neither party shall be liable to the other for damages for any delay in performance arising out of causes beyond its reasonable control and without its fault or negligence, including without limitation: (1) fire, flood or water damage, elements of nature or other acts of God, including any of the foregoing that are harmful to electronic circuitry; (2) outbreak or escalation of hostilities, war, riots, or civil disorders in any country; (3) act or omission of the other party or any governmental authority, (4) labor disputes (whether or not the employees' demands are reasonable or within the party's power to satisfy), (5) non-performance by a third party (including any voice or data telecommunications common carrier), (6) failures or fluctuations in telephone, computer or other telecommunications equipment or lines or other equipment, (7) the real, potential, or credible threat of terrorist activity, or (8) a health emergency (e.g. serious outbreak of contagious disease such as a influenza pandemic) which in the judgment of University poses a serious threat to the public health. In the case of any such excusable delay, the non-performing party will be excused from performance of any affected obligation only for so long as the cause of the excusable delay prevails and such party continues to use commercially reasonable efforts to re-commence performance of its obligations as soon as possible; provided however, that the parties may mutually agree that such excusable delay is cause to cancel the Agreement in its entirety, in which case neither party shall be liable to the other for any further performance in relation obligations arising after cancellation.

7. **Compliance with Laws and Regulations; Gramm Leach Bliley; University of Nebraska Policies.**

This Agreement must comply with all applicable federal, state and local laws, specifically including all laws and regulations related to the protection and security of any personal information gathered by Consultant, such as the Gramm Leach Bliley Act implemented at the University of Nebraska by Presidential Executive Memorandum No. 26 which requires specific Consultant contract provisions; and all other applicable policies of the University, including those stated within the University of Nebraska Travel Policy (located at <https://nebraska.edu/-/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf>). Consultant agrees to indemnify University against any loss, cost, liability, or damage by reason of Consultant's violation of any applicable law or regulation. Consultant must be qualified to conduct the business necessary to the performance of the Agreement in the State of Nebraska throughout the duration of the Agreement term or any renewal thereof. Consultant shall obtain, at its own cost and expense, all necessary licenses, professional certifications and permits and shall assume the responsibility for and pay all applicable fees and all other taxes, which are now or may be imposed in the future by any governmental authority arising out of the conduct of Consultant's business.

8. Discrimination including Sexual Harassment. State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Consultant shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Consultant shall cooperate with University following any report of discrimination. In the event University determines that Consultant or an employee, agent, contractor, or other person affiliated with Consultant has engaged in discrimination, including harassment, or other inappropriate conduct, Consultant will take prompt and effective action, in accordance with University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Consultant or the employee, agent, contractor, or other person affiliated with Consultant from providing the Services. Consultant's failure to comply with University's directive or any other part of this provision may be cause for immediate termination of this Agreement. Consultant acknowledges that University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Consultant and employees, agents, contractors, and other persons affiliated with Consultant who are directly providing the Services or present on University premises shall participate in any training as may be required by University from time to time, including training regarding sexual harassment. .

9. Drug Free Workplace. Consultant agrees that in the performance of this Agreement, neither Consultant nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. University reserves the right to request a copy of Consultant's Drug Free Workplace Policy. Consultant further agrees to insert a provision similar to this statement in all subcontracts or services hereunder.

10. Weapons Policy. Possession of dangerous weapons (concealed or unconcealed) on University property, on the work site, in University vehicles, or in personal vehicles when on University property shall be a violation of University' policy. (A dangerous weapon shall include guns, knives, explosives, or any other device as determined by University, which in the manner used or intended is capable of producing death or bodily injury. Devices authorized by the Vice Chancellor for Business and Finance and/or provided to its employees for the purpose of carrying out work responsibilities shall not be deemed dangerous weapons for the purpose of this policy.) Violations of this policy shall make the offender subject to appropriate disciplinary action. Should the University in its reasonable judgment, determine that Consultant, or its employee or agent, has committed an act in violation of this policy, the Consultant agrees as a term and condition of the Agreement, to cause such person and weapon, to be removed from the project site, and from the University's premises, and to take such other action as may be reasonably necessary, to ensure compliance with this weapons policy.

11. **Public Records.** Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to University regarding, related to, or part of this Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with University's interpretation and application of applicable law. It shall be the sole responsibility of Consultant (a) to notify University of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Consultant shall defend any challenge to such requested redactions at its own expense. Consultant's failure to request redactions to any information or records released by University under this section shall constitute a complete waiver of any and all claims for damages caused by any such release.

12. **Proprietary Information; Confidential Employee Information; HIPAA; FERPA.** It is to be expected that the parties to the Agreement may find it necessary to reveal certain proprietary information to each other. The Agreement may, when proprietary information is exchanged, include certain provisions to mutually protect against the use and disclosure of the proprietary information of each party. In the unusual circumstance that the Agreement should result in the sharing of employee information protected by the law or University policy, information protected by the Health Insurance Portability and Accountability Act, information protected by the Family Educational Rights and Privacy Act of 1974, or any other information deemed confidential and protected by the law, the parties to the Agreement agree to maintain the confidentiality of such information to the extent and manner required by the law and University policy.

13. **Subconsultants.** Consultant shall not subcontract all or substantially all of any facet of the Services without the prior written approval of University. Consultant shall be fully responsible for the acts and omissions of its subconsultants and of the persons directly or indirectly employed by them. Every subconsultant shall be bound by the terms of the Contract Documents; provided however, that no contractual relationship shall exist between any subconsultant and University, unless it is evidenced in a separate contract independent of the Agreement with Consultant.

14. **Unavailability of Funding.** Due to possible future reductions in state and/or federal funds, University cannot guarantee the continued availability of funding of this Agreement notwithstanding the consideration contained within this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions, University may terminate this Agreement or reduce the consideration upon notice in writing to Consultant. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). University shall be the final authority as to the availability of funds. The effective date of such termination or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Consultant may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to University. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed up to the effective date of the termination. In the event of unavailability of funding, University shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

15. **Parking.** University shall not be responsible for providing parking for Consultant's parking needs. Consultant and/or its employees and agents will be solely responsible for any fines resulting from parking violations occurring on University's property. It is recommended that Consultant and any temporary employees contact the University to obtain information regarding parking and to obtain permits.

16. **Building Rules and Regulations; Tobacco Use.** Employees of Consultant and any subconsultants shall comply with all University rules and regulations pertaining to conduct in University's facilities. University reserves the right to request the removal or replacement of Consultant or subconsultant employee who fails to comply with such rules and regulations. All Buildings, Property and University owned vehicles are tobacco-free. Use of tobacco products is not permitted in or on any University Facility/Property. The Consultant is expected to respect this tobacco-free policy and fully comply with it.

17. **Use of Premises.** To the extent that the Agreement requires Consultant or its employees or agents to be present on or within University's properties, then Consultant shall limit its presence and activities to such areas as are reasonably necessary in order to perform under the Agreement. The Consultant shall take such precautions as are required to avoid damage to buildings, facilities, utilities, ground resources, trees and landscape amenities, and other properties adjacent to Consultant's activities within the scope of the Agreement and agrees to be responsible and/or carry out any repairs for which it is liable, as a result of its performance under the Agreement.

18. **Hazardous Waste Generated by Consultants.** Any hazardous waste, which is generated from the performance of the Agreement, shall be properly disposed of by Consultant, in a timely fashion, and in accordance with applicable hazardous waste laws and regulations. The cost for hazardous waste management and disposal is Consultant's responsibility. Should University deem it prudent to dispose of any hazardous waste left on its property, as a result of Consultant's failure to meet its responsibilities, all costs associated with such disposal shall be deducted from any amount yet to be paid to the Consultant and/or billed to the Consultant. University Environmental Health Services is to be notified of all hazardous waste issues. Any non-hazardous waste generated in the performance of this Agreement must be disposed of off campus by Consultant.

19. **Delivery; F.O.B.; Shipping.** Consultant shall bear all costs of transportation, packing, crating, delivery, installation, storage, and service under warranty for any goods or related services, delivered pursuant to the Agreement. Consultant shall be responsible for and make delivery, including costs of delivery, cartage, temporary storage, off-loading costs, and insurance, F.O.B. destination: University of Nebraska. Unless otherwise specified, all shipments will utilize the best commercial practice to insure safe arrival at the University delivery point.

20. **Quantity.** With respect to quantity of any good purchased under the Agreement, University need not accept any variation in quantity except as specified in the Contract Documents. Over-shipments may be returned to Consultant at its expense, which shall include a reasonable cost for University handling, or be retained by University at no increase in price.

21. **Inspection.** University may, at any time in the course of the Agreement, inspect and test materials and supplies being used in the performance of the Agreement, including at the point of manufacture. If inspection and tests are made on Consultant's premises, Consultant without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of the testing/inspection personnel. Except as otherwise agreed in writing, all goods, equipment and supplies furnished under the Agreement shall be subject to final inspection and acceptance by University at the delivery destination.

22. **Defective Goods or Work.** University, notwithstanding any prior acceptance, at its option, may reject or require prompt correction (in place or elsewhere) of any goods, equipment, supplies, or other work, which are defective in material or workmanship or otherwise fail to meet the requirements of the Agreement. All supplies furnished under the Agreement shall be subject to inspection at F.O.B. destination, and Consultant shall be given notice of any defects, other than latent defects, within a reasonable time after receipt of the goods, equipment, and supplies, along with all records of delivery. University may, in addition to any rights it may have by law, prepare for shipment and ship the defective goods, equipment, and supplies to Consultant, require Consultant to remove them, or direct a correction in place. The expense of any such remedy shall be borne by Consultant, including any excess cost.

23. **Liens.** Consultant warrants that it has title to any goods delivered under the Agreement and shall deliver same free of all liens, claims, and encumbrances.

24. **Federal, State and Local Sales Taxes; Federal Excise Taxes.** Purchases made by the University are exempt from the payment of State Sales and Use Taxes and Federal Excise Taxes. Certification of these

exemptions will be provided to Consultant following the execution of the contract documents.

25. **Ambiguities.** Should Consultant perceive an ambiguity in the Contract Documents, Consultant shall request an interpretation from University before proceeding. If Consultant fails to make such a request, failure to perform with respect to the alleged ambiguity shall not be excused.

26. **Recycling Policy.** When purchasing products, materials, or supplies for use, University, when making such purchases shall actively pursue the purchase of products, materials, or supplies which are manufactured or produced with at least 10% post-consumer recycled materials. This policy shall not operate when it would result in the purchase of products, materials, or supplies that are of inadequate quality, not readily available or substantially higher in cost. It is the intent of University to continually increase the percentage produced from post-consumer recycled material, and, to increase each year the types and variety of products, materials, or supplies purchased with post-consumer recycled material.

27. **Consultant Identification.** Consultant shall cause each of its employees or any person acting on behalf of the Consultant, while providing goods/services to University under this Agreement and working on University's property, to carry identification, with photo, showing that the individual is an employee or person acting on behalf of the Consultant. A badge worn outside of clothing is appropriate for this purpose. Such identification shall be produced upon request of any University representative, in order to confirm that the Consultant's representative is authorized to be present on University's property and/or performing as authorized by the Agreement. Whereas campus security is of utmost importance, failure of any Consultant representative to produce the requisite identification upon request, shall be a material breach of the Agreement and shall be cause, at the discretion of University, for immediate termination of the Agreement. For those who commonly wear a work uniform, such uniform shall be worn while providing the services related to this Agreement in order that University may quickly and clearly identify Consultant's service representatives when necessary. A uniform, however, does not take the place of a photo identification badge.

28. **Legal Relationship.** Consultant shall under no circumstances be considered as an agent or employee of University and shall have no right or authority to, in any manner, obligate University to any person or company except as authorized in writing by University.

29. **Use of University Names and Logos.** Consultant shall not use or display any University name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of Marks is expressly prohibited. Consultant shall not use University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Consultant's business.

30. **Improper Business Relationships and Conflict of Interest Prohibited.** In connection with this Agreement, Consultant shall ensure that no improper, unethical, or illegal relationships, or conflict of interest exists between or among Consultant, the University and any staff and faculty, and any other party to this Agreement. University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not cancellation of award shall result. Such cancellation shall be at no fault or liability whatsoever to University.

31. **Electronic and Information Technology Accessibility.** All electronic and information technology procurements, agreements, and contracts shall comply with Americans with Disabilities, Section 508 or the Rehabilitation Act of 1998 as amended and the Nebraska Accessibility Policy to be found at: <https://nitc.nebraska.gov/standards/2-Chapter.pdf>.

32. **Work Status Verification.** Consultant, on behalf of itself and any subconsultant to the Agreement, agrees that it shall use a federal immigration verification system to determine the work eligibility status of

new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. 4-108 to 4-114 as amended.

33. Public Records. Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to University regarding, related to, or part of this Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with University's interpretation and application of applicable law. It shall be the sole responsibility of Consultant (a) to notify University of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Consultant shall defend any challenge to such requested redactions at its own expense. Consultant's failure to request redactions to any information or records released by University under this section shall constitute a complete waiver of any and all claims for damages caused by any such release.

34. Consultant's Certificate of Insurance. Consultant will be required to furnish a certificate of insurance with bodily injury/personal injury/liability coverage, property damage liability coverage, and workman's compensation coverage. This certificate must be on file prior to any commencement of Work. It is necessary that the "Board of Regents of the University of Nebraska is listed as an additional insured" be added to the face of the certificate for all coverage except worker's compensation and professional liability (if required). The above statement must be worded in this manner. It is also necessary that a "Completed Operations Coverage" must be included as part of Consultant's General Liability.

35. Debarment. Consultant certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Consultant also certifies that Consultant, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in federal health care programs pursuant to 42 USC § 1320a-7. The certification and warranty set forth in this section shall be an ongoing certification and warranty during the Term, and Consultant shall immediately notify University of any change in the status of the certification and warranty set forth in this section. If Consultant becomes excluded from federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, this Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Consultant become excluded from federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Consultant to remove such excluded individual immediately shall provide University the right to terminate this Agreement immediately for cause.

36. Taxpayer Transparency Act. Under Neb. Rev. Stat. §§ 84-602.01 to 84-602.04, University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of Consultant (a) to notify University of any requested redactions to this Agreement, any amendment to this Agreement, and any document incorporated by reference into this Agreement and (b) to indicate the legal basis for such requested redactions at the time of execution thereof. In addition, Consultant shall defend any challenge to such redactions at its own expense. Consultant's failure to request redactions to any contracts or documents released by University under this section shall constitute a complete waiver of any and all claims for damages caused by any such release.

37. Federal Funding Compliance. If this Agreement involves federal funds, (a) Consultant's compliance in all respects with all applicable federal anti-discrimination laws is material to Consultant's performance under this Agreement; (b) Consultant certifies that it does not operate any programs promoting diversity, equity, and inclusion that violate such laws; and (c) Consultant's failure to comply with such laws shall be considered a material breach of this Agreement.

If this Agreement is for \$15,000 or more and involves federal funds, then Consultant shall comply with 41 CFR §§ 60-300.5(a) and 60-741.5(a), which are incorporated herein by this reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and require action to employ and advance in employment individuals without regard to disability or veteran status.

If Consultant has fifty (50) or more employees and this Agreement involves payment of \$50,000 or more in federal funds to Consultant, then Consultant shall develop or maintain a program as described in 41 CFR 60-741, subpart C. If Consultant has fifty (50) or more employees and this Agreement involves payment of \$150,000 or more in federal funds to Consultant, then Consultant shall develop or maintain a program as described in 41 CFR 60-300, subpart C. To the extent any of the provisions of Appendix II to 2 CFR Part 200 apply to this Agreement, such provisions are incorporated herein by this reference and apply to Consultant as a “contractor,” “recipient,” or “subrecipient.”

**Exhibit B
Proposal/Quote**

4936-8166-0468, v. 1