

Retained Agency Agreement

Retained Agency Agreement ("Agreement") with a start date of _____ (the "Effective Date") between The Trustees of Columbia University in the City of New York ("Columbia") on behalf of _____ located at _____ New York, NY and _____ ("Agency") located at _____.

1. Scope

This Agreement sets forth the terms and conditions under which Agency will conduct a search for the position noted in the (the "Search"). Columbia authorizes Agency to place one (1) candidate pursuant to this Agreement. Columbia does not authorize Agency to conduct any additional searches.

2. Communications

- a. The authorized contacts for the Search shall be noted in the Scope of Work (SOW), for both the Agency, and for Columbia. Agency shall use its research team and other Agency employees as required to fulfil its obligations under this Agreement.
- b. Agency shall provide written progress reports and participate in status update meetings as reasonably requested by Columbia. Agency shall provide progress reports containing relevant information such as marketing efforts, status of candidate pool, candidates presented, and status of interviews.

3. Searches

- a. Commencement

Agency shall not commence the Search prior to (A) receiving Columbia's formal search request, which will provide information regarding the actual position, title, anticipated compensation, job description and minimum desired qualifications; (B) execution of this agreement and receipt of a Columbia Purchase Order; and (C) having a comprehensive understanding of the Search and Columbia's expectations.

- b. Candidate Referrals

- i. Agency shall introduce to Columbia only candidates who (A) are qualified for, and interested in, the specified position for which the Search is being conducted; (B) are aware that Agency is presenting his/her name and résumé at the time of referral; Agency understands and agrees that it has an affirmative duty to determine whether the candidate meets the foregoing criteria prior to presenting the candidate to CU.
- ii. Agency shall provide each candidate it introduces to Columbia with job specifications, defined roles and responsibilities, and key selection criteria.
- iii. Résumés submitted to Columbia shall include, at a minimum, the following candidate information: full name; complete address and phone number (unless prohibited by candidate due to confidentiality concerns); educational background; a sequential employment history beginning with the candidate's most recent or current position; and date of submission. Agency shall submit résumés directly to Columbia contact noted in the SOW. Résumés submitted to someone else will not be considered to have been submitted by Agency.
- iv. Columbia shall retain for 180 days from the date of receipt each résumé that Agency

submits in accordance with the terms and conditions of this Agreement (the "Representation Period").

Furthermore, Agency shall ensure that candidates upload the required documents in the system called "Jobs at Columbia".

c. Performance Expectations

- i. Agency agrees that as an integral part of its search services under this Agreement, it shall be actively involved in Columbia's recruiting and hiring of referred candidates, unless Columbia requests otherwise. Such involvement shall include, without limitation, thoroughly screening the candidate's qualifications; meeting with the candidate in person or by video conference prior to introducing him/her to Columbia; arranging interview appointments between Columbia and the candidate; checking the candidate's employment references; assisting the candidate in the decision-making process; supplying Columbia with relevant information about the candidate; following-up on interview results; and performing such other related services as may be reasonably requested by Columbia.
- ii. Columbia retains sole discretion whether to interview, make an offer to, or hire any candidate introduced by Agency and to determine the compensation of such candidate. Agency does not have the authority to extend an offer of employment on behalf of Columbia to any candidate.

4. Fees

a. Retainer Fees

- i. The Agency fee will be included in the SOW as well as how the Agency retainer fee installments will be paid by Columbia for the Search. The first payment shall be made upon execution of this Agreement and presentation of an invoice by Agency. Agency shall invoice Columbia for the remaining payments at thirty (30) day intervals.

b. Placement Fees

- i. Subject to Section 6 below, Agency shall be entitled to a placement fee for a candidate introduced by Agency in accordance with the terms and conditions of this Agreement who (A) receives a written offer of employment from Columbia during the Representation Period; (B) accepts such offer of employment; and (C) commences employment with Columbia.
- ii. The placement fee shall in the SOW, as well as the percentage of the candidate's annualized starting base salary (excluding signing and other bonuses, incentive and commission payments, guaranteed bonuses, benefits, allowances for per diem, relocation costs, temporary housing costs, and other similar allowances); provided, that such placement fee shall be reduced by the aggregate amount of retainer fees previously paid by Columbia but not yet applied to a placement fee payment (the "Unapplied Retainer"). To the extent that a placement fee exceeds the Unapplied Retainer, Columbia shall pay such excess amount in accordance with the terms hereof, and such amount shall be applied to Columbia's future retainer payments.
- iii. Agency shall submit placement fee invoices after the successful candidate begins employment.

5. Exceptions to Placement Fee

- a. Notwithstanding anything to the contrary in this Agreement, no placement fee shall be due or

paid to Agency in connection with a candidate placement if Columbia determines, in its sole and exclusive discretion, that:

- i. Agency has not complied with any term or condition of this Agreement in connection with the referral or placement of such candidate, including, without limitation, the requirements of section 4 hereof; or
- ii. Agency is in breach of any other term or condition of this Agreement.

6. Expenses

Travel expenses related to the Search (including air fare, car rental and hotel accommodations must be pre-approved before they are incurred. Administrative fees shall be at cost, commensurate with industry standards. Agency shall invoice such expenses monthly. Invoices must include appropriate original receipts and back-up documentation.

7. Invoices

All payments to be made by Columbia to Agency under this Agreement are subject to Columbia's receipt of a correct, undisputed, and appropriately documented invoice. Except for the initial retainer fee, such invoices will be paid within forty-five (45) days after receipt. Invoices shall be submitted to the Columbia Department address listed in Section 21.

8. Guarantee

If, within one (1) year following the date on which a successful candidate begins his/her employment at Columbia, he/she separates from Columbia's employ for any reason (whether involuntarily or voluntarily), Agency shall conduct a replacement search at no cost to Columbia. Agency's guaranty in this regard shall be unconditional.

9. Termination

- a. The term of this Agreement shall be six months from the Effective Date or until the position specified in section 1 is filled, whichever is earlier.
- b. Early Termination
 - i. Columbia may terminate this Agreement in its entirety or request that Agency cease searching for additional candidates at any time upon written notice to Agency. Agency shall immediately comply with such notice.
 - ii. The terms and conditions of this Agreement shall govern all résumés submitted and candidates placed by Agency hereunder prior to the date of expiration of this Agreement or notice of its early termination.
 - iii. If Columbia terminates this Agreement or requests that Agency cease searching for additional candidates for reasons other than Agency's breach of this Agreement or Agency's inappropriate conduct, the following retainer fees will be due or refunded, as applicable:
 - (a) If Columbia notifies Agency within 30 days after the Effective Date, Columbia shall pay only the first retainer instalment of as noted in the Scope of Work plus reimbursable expenses incurred by Agency up to the date of notice.
 - (b) If Columbia notifies Agency between thirty-one and ninety and (31-90) days after the Effective Date, Columbia shall pay a pro-rated amount of the second

or third retainer instalments, plus reimbursable expenses incurred by Agency up to the date of notice.

(c) If Columbia notifies Agency more than 90 days after the Effective Date, Columbia shall pay the entire retainer fee, plus reimbursable expenses incurred by Agency up to the date of notice.

(d) If, at the time of notice, Columbia has previously paid Agency the retainer fee amount that it would be obligated to pay pursuant to this subsection, no additional fees shall be due.

iv. In the event that Columbia terminates this Agreement or requests that Agency cease searching for additional candidates because of Agency's breach of this Agreement or its inappropriate conduct, Columbia shall not owe any additional retainer fees to Agency.

10. Confidentiality

a. All information, including Personal Information (as defined below), written, electronic or oral, relating to the business, operations, plans, services, facilities, processes, software, methodologies, technologies, intellectual property, research and development, clients and suppliers, partners, principals, employees, consultants and authorized agents of the disclosing party that is supplied by or on behalf of the disclosing party to the other party or otherwise acquired by the other party during the course of dealings between the parties or otherwise, shall be deemed "Confidential Information."

Use, Dissemination and Protection Obligations. In consideration of the disclosures hereunder, each party shall keep in confidence the other's Confidential Information as set forth in this Agreement. To this end:

i. Each party shall use the other's Confidential Information only for the purposes of the particular business objective or written agreement pursuant to which a given item of Confidential Information was disclosed. Upon the completion of the business objective or the termination of agreement pursuant to which a given item of Confidential Information was disclosed, or upon the demand of the disclosing party, an authorized officer of the recipient shall promptly, at the election of the disclosing party, either return to the disclosing party or destroy (including permanently deleting such Confidential Information from all computer records) all Confidential Information in the recipient's possession or control relating to such business objective or written agreement, and shall certify to the disclosing party as to such return or destruction.

ii. Neither party may disclose the other's Confidential Information to third persons without the disclosing party's prior written consent, provided that each party may disclose the other's Confidential Information to its employees and authorized agents, subcontractors, and consultants on a need-to-know basis. Each party shall be responsible for ensuring that any of its employees, authorized agents, subcontractors, and consultants who receive Confidential Information have executed written agreements with the party sufficient to enable it to comply with the foregoing obligations.

b. The recipient of Confidential Information shall exercise the same degree of care with respect to the disclosing party's Confidential Information as the recipient normally takes to safeguard and preserve its own proprietary information, provided that in no event shall the degree of care be less than a reasonable degree of care. Upon discovery of any prohibited use or disclosure,

the recipient of Confidential Information shall immediately notify the disclosing party in writing and shall make its best efforts to prevent any further prohibited use or disclosure; however, such remedial actions shall in no manner relieve the recipient's obligations or liabilities for breach hereunder.

- c. Limitations on Obligations. This Agreement shall not restrict disclosure or use of Confidential Information that:
- i. was, at the time of receipt, otherwise known to the recipient without restrictions as to use or disclosure.
 - ii. was in the public domain at the time of disclosure or thereafter enters into the public domain through no breach of this Agreement by the recipient.
 - iii. becomes known to the recipient from a source other than the disclosing party, which source has no duty of confidentiality with respect to the information.
 - iv. is independently developed by the recipient without reliance on or access to any of the disclosing party's Confidential Information; or
 - v. is required to be disclosed by a government agency or bureau, by a court of law or equity with competent jurisdiction over the recipient, provided that the recipient will first have provided the disclosing party with prompt written notice of such required disclosure and will take reasonable steps to allow the disclosing party to seek a protective order with respect to the Confidential Information required to be disclosed. The recipient will reasonably and promptly cooperate with and assist the disclosing party, at the disclosing party's expense, in connection with obtaining such protective order.
- d. Personal Information. Agency agrees to provide the additional protections set forth below for any Personal Information (defined below) obtained from Columbia or in connection with the provision of services, functions, and/or transactions to be provided under this Agreement. "Personal Information" means any individually identifiable information about Columbia or Columbia Affiliate customers, clients, employees, students, or other individuals about whom Agency receives identifiable information in connection with the provision of services, functions, and/or transactions to be provided under this Agreement. Personal Information is included within the definition of Confidential Information as stated above in this Agreement (and is subject to the provisions of this Agreement protecting Confidential Information) but also shall be subject to the additional protections set forth in this Clause 10d, including its sub-clauses.
- i. Agency agrees that it will use and disclose Personal Information only in connection with the services, functions, and/or transactions to be provided under this Agreement, or as required by law and not in violation of applicable law. No other use or disclosure of this information is permitted without the express written consent of Columbia.
 - ii. The "Limitations on Obligations" set forth in Clause 10c of this Agreement shall not apply to Personal Information. All Personal Information obtained from Columbia, any Columbia Affiliate or in connection with the provision of services to Columbia or Columbia Affiliate pursuant to this agreement shall be protected pursuant to this Clause 10d including its sub-clauses.
 - iii. Agency will require any of its affiliates, subsidiaries, subcontractors and agents, who may receive any Columbia Personal Information or Confidential Information related to any agreement or services being provided by Agency to Columbia to provide

reasonable assurance, evidenced by written contract, that such affiliate, subsidiary, subcontractor or agent will comply with the same privacy and security obligations as Agency with respect to such Personal Information or Confidential Information.

- iv. Agency will report to Columbia any privacy or security Incident of which it becomes aware. An "Incident" is defined as an unauthorized access, use, disclosure, modification or destruction of information or interference with any Personal Information or Confidential Information. Agency will deliver the written report to the designated contacts in Section 20 of this Agreement not more than five (5) days after Agency learns of such non-permitted or violating use or disclosure. Agency's report will include information concerning the nature and impact of the Incident and Agency's steps to mitigate said impact. Agency shall cooperate as reasonably requested by Columbia, to further investigate and resolve the Incident.
 - v. Agency shall allow Columbia the right to audit Agency's privacy and security policies and practices (at Columbia's reasonable discretion and expense) and shall, at Columbia's request, provide an annual summary of such policies and certify that it is in compliance with its obligations regarding Columbia's Personal Information and Confidential Information.
 - vi. Agency's obligations to protect the confidentiality and security of the Personal Information it created, received or maintained for or from Columbia will be continuous and survive termination, cancellation, or expiration of this Agreement.
- e. No Warranty. THE PARTIES HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY AND ALL OF THEIR RESPECTIVE CONFIDENTIAL INFORMATION. NEITHER PARTY SHALL BE LIABLE IN DAMAGES OF ANY KIND AS A RESULT OF THE OTHER PARTY'S RELIANCE ON OR USE OF ANY CONFIDENTIAL INFORMATION, UNLESS SUCH RELIANCE OR USE IS EXPRESSLY PERMITTED IN A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.
- f. No License. No license or conveyance of any rights held by either party under any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is granted or implied by this Agreement or by the disclosure of any Confidential Information pursuant to this Agreement.
- g. Injunctive Relief and Damages. The parties hereby acknowledge that, due to the unique nature of the Confidential Information, the disclosing party's remedies at law are inadequate and that the disclosing party will suffer irreparable harm in the event of breach or threatened breach of any provision of this Agreement. Accordingly, in such event, the disclosing party shall be entitled to seek preliminary and final injunctive relief without a requirement to post bond, as well as any and all other applicable remedies at law or in equity, including the recovery of damages.
- h. Waivers. The failure of either party at any time or times to require performance of any provision of this Section 10 shall in no manner affect its rights at a later time to enforce the same. No waiver by either party of any condition or term shall be deemed to be a continuing waiver of such condition or term or any other condition or term.
- i. Survival. All obligations created by this Section 10 shall survive change or termination of the parties' business relationship.

11. No Solicitation

As a means reasonably calculated to protect against disclosure of the Confidential Information and other legitimate interests of Columbia, Agency agrees not to, directly or indirectly, on its or another's behalf, solicit, recruit, employ or respond to inquiries from any Columbia partner, principal or employee for the term of this Agreement and for six (6) months thereafter, unless authorized by Columbia or unless such person involuntarily separated from Columbia's employ; provided, that, if Columbia terminates this Agreement other than for Agency's breach of this Agreement or inappropriate conduct, this non-solicitation obligation shall not apply.

12. Remedies

Agency acknowledges and agrees that any breach or threatened breach of Sections 11 or 12 of this Agreement by Agency or its representatives will cause Columbia irreparable harm for which monetary damages will be inadequate, and Agency agrees that Columbia shall be entitled to an injunction to restrain Agency or its representatives from any such breach or threatened breach. Columbia shall be entitled to reimbursement of costs and expenses, including, without limitation, reasonable attorneys' fees, and expenses, incurred by Columbia in connection with such action. Nothing in this Agreement shall be construed as preventing Columbia from pursuing any legal or equitable remedy available to it.

13. No Publicity

Except during the term of this agreement, Agency will not (i) use the name, insignia, symbols or marks of Columbia, its faculties or departments, or any variations or combination thereof, or the name of any trustee, employee, faculty member or student, or advertise the fact that Agency has contracted with Columbia, (ii) release any information relating to this Agreement, including but not limited to the date / duration of the Agreement, (iii) advertise or otherwise publish, circulate or disclose any information relating to the Agreement. For the purpose of this clause, "information" includes but is not limited to, broadcasts, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia or any media now known or hereafter created.

14. Indemnity

- a. To the fullest extent permitted by law, Agency will indemnify, hold harmless and defend Columbia, its trustees, officers, faculty, agents, and employees against any and all damages, suits, actions, claims, liabilities, losses, judgments, costs and expenses (collectively "Losses") arising out of or relating to third party claims based on (i) any personal or bodily injury (including death) or property damage caused by Agency's negligent, willful, or unlawful acts or omissions or breach of this Agreement, (ii) breach of Agency's confidentiality obligations, or (iii) an infringement or misappropriation of any, trade secret, copyright, right of publicity or right of privacy.
- b. Columbia shall be responsible for the accuracy, completeness and propriety of information concerning its organization, products, services, industry, and the like which it furnishes to Agency. It will be Columbia's responsibility to review all materials prepared by Agency under this Agreement to confirm that representations with respect to Columbia's organization, products services and industry are accurate and supportable by objective data then possessed by Columbia.
- c. Columbia will provide prompt written notice to Agency of any claim that Agency is obligated to indemnify under this Agreement. Agency will be permitted to control the defense of the claim and any related settlement negotiations, and Columbia will cooperate (at Agency's expense) with the defense and settlement of the claim. In seeking to settle a claim, Agency may not purport

to accept or expose Columbia to any liability, or admit to any fault, unless approved in writing in advance by an authorized representative of Columbia. Columbia will have the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

15. Insurance

- a. Agency will maintain, at its own cost and expense, the following types and amounts of insurance with insurers rated "A" "VII" or better by A.M. Best and licensed in the State of New York:
 - i. Commercial General Liability insurance, written on an occurrence basis including, but not limited to, coverage for contractual liability, products and completed operations, bodily injury, and broad form property damage liabilities with liability limits not less than \$1,000,000 per occurrence and annual aggregate. Products and completed operations insurance shall be maintained for 3 years following termination of this Agreement.
- b. When working on-site at Columbia facilities or at Columbia sponsored events,
 - i. Workers' Compensation and Employers Liability insurance, covering each employee of Agency engaged in the performance of work under this Agreement, with minimum limits of liability in accordance with applicable state law in the case of Workers' Compensation insurance, and with not less than the following limits of liability in the case of Employers Liability insurance: Workers' Compensation - Coverage A — Statutory; Employers Liability - Coverage B- Each Accident \$1,000,000; Policy Limit - \$1,000,000; Each Employee by Disease - \$1,000,000.
 - ii. Automobile Liability insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 per occurrence.
- c. When Agency will be performing work of a specialized professional nature – to include but not limited to design, consulting, engineering, or any other professional services, Agency shall carry Professional Liability/Errors and Omissions insurance with limits not less than \$1,000,000 per claim. If Agency's services include software development, systems development, or outsourced systems, the insurance shall include coverage for liability arising from intellectual property infringement, information technology, and software development services. If the Professional Liability insurance is claims-made, the coverage shall be maintained for three (3) years following termination of this Agreement.
- d. When the Agency will be performing work involving Personally Identifiable Information (PII) or Protected Health Information (PHI), Agency shall carry Cyber/Privacy Liability insurance with limits not less than \$5,000,000 per claim to include but not limited to the unauthorized use of and access to Columbia information systems, defense of regulatory actions involving security incidents, failure to protect confidential information, and costs related to notification services. Notwithstanding anything in this Agreement, the indemnification and liability provisions of the BAA executed by the parties shall govern any liability or indemnification obligations which may arise under the BAA.
- e. When Agency will be performing work involving physical or electronic care, custody or control over any money, securities, precious metals, artifacts, or other property owned by or due to

Columbia, Agency shall carry Commercial Crime/Fidelity insurance with minimum limits of \$5,000,000 per loss against acts caused by Employee Dishonesty. Additionally, if Agency will be collecting, processing or recording any payment transactions including credit, debit, ATM, check or vouchers, on behalf of Columbia, Agency shall also carry Commercial Crime/Fidelity insurance with minimum limits of \$5,000,000 per loss against acts caused by Forgery, Fraud, and Computer Crime.

- f. Each of the policies required by subsections (a) and (b) above shall provide that the insurance company pay the costs of defense (including attorneys' fees) of any suit or proceeding against Columbia University or its trustees, officers, agents, or employees, alleging any omission or act relating to this Agreement, and seeking damages on account thereof, even if such suit is groundless, false or fraudulent. All insurances listed here shall be primary and non-contributory, contain waivers of subrogation on behalf of Columbia and its insurers, and shall be written to cover claims incurred, discovered, manifested, or made during or after the expiration of this Agreement. Insurance procured by Agency shall not reduce or limit Agency's obligation to indemnify and defend Columbia University or Agency's liabilities for claims made or suits brought which result from or are in connection with the performance of this Agreement. Any insurance Columbia University may purchase shall be excess and non-contributory. Agency is responsible for any deductibles/self-insured retentions under all of the required insurance policies. Notwithstanding any other provision in this agreement, the insurance obligations listed here shall not limit or reduce the liability of Agency to Columbia. Columbia may at any time during the term of this Agreement change or modify the insurance requirements of Agency with thirty (30) day written notice.
- g. Prior to commencement of the work, Agency will deliver certificates of insurance to the University providing evidence of the coverage required above. Each certificate of insurance shall provide for a 30 (thirty) day written notice of cancellation or material change and with respect to Commercial General Liability and Auto Liability insurance, shall name The Trustees of Columbia University in the City of New York, its trustees, officers, agents and employees as additional insured. Certificates of insurance are to be sent to Columbia University, Central Purchasing, 615 West 131st Street, 3rd Floor, New York, NY 10027. Failure or waiver to provide a Certificate of Insurance shall not waive Agency's obligation to maintain the insurance requirements set forth herein.

16. Force Majeure

Columbia and Agency shall not be in default nor liable for any failure in performance or loss or damage under this Agreement due to any Force Majeure Event. "Force Majeure Event" is defined as an event, or a series of related events, that is outside the reasonable control of the party affected (including, but not limited to, power failures, industrial disputes affecting any third party, changes to the law, disasters, pandemics, explosions, fires, floods, riots, terrorist attacks and wars). Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under this Agreement, those obligations will be suspended for the duration of the Force Majeure Event. A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will: (a) forthwith notify the other; and (b) inform the other of the period for which it is estimated that such failure or delay will continue. The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

17. Compliance with Laws and Rules

Agency hereby represents and warrants that it is duly licensed under, and compliant with, all applicable laws and regulations. Agency shall ensure that Agency's personnel shall comply with

Columbia's respective rules, regulations, policies, Code of Ethics, and security procedures, including, without limitation, COVID protocols, PPE, and vaccination status.

18. Governing Law

This Agreement shall be governed by and construed under the laws of the state of New York, without references to principles of conflicts of law; and may not be changed except in a writing signed by both parties. Jurisdiction and venue for any action relating to this Agreement shall be in New York County, New York.

19. Independent Contractor

Agency will be acting as an independent contractor in performing this Agreement. Agency agrees that its employees and agents are not Columbia's employees, principals, partners, or agents. Neither Columbia nor Agency has the authority to bind the other party. Agency will be responsible for payment of all wages and taxes associated with the employment of its personnel and payments it receives under this Agreement.

20. Notices

All required reports and invoices shall be delivered to the Columbia Department engaging Agency in the Search and shall be addressed as follows:

Name: _____
Address: _____

Email: _____
Phone #: _____

All other written notices shall be sent to:

In the case of Columbia:
Columbia University
615 West 131st Street
3rd Floor
New York, NY 10027
Attn: Central Purchasing

with a copy to:

Columbia University Office of the General Counsel
412 Low Library
Mail Code 4308
535 West 116th Street
New York, NY 10027

In the case of Agency:

Name: _____

Address: _____

Email: _____

Phone #: _____

All notices shall be sent by overnight mail and deemed received by the other party on the next business day, with signed proof of such delivery.

21. No Contravention

Each of Columbia and Agency represents and warrants that each party's entering into and performing under this Agreement does not violate or cause a breach of any arrangements it has with third parties.

22. Miscellaneous

- a. Agency may not assign or delegate its responsibilities under this Agreement.
- b. Agency acknowledges that Agency has received and reviewed a copy of the written Identity Theft Prevention Program (ITPP) maintained by Columbia pursuant to the FTC Red Flags Rule, 16 C.F.R. §681.2 (http://compliance.columbia.edu/docs/identify_theft_prevention_policy.pdf). In performing activities in connection with a Covered Account (as defined in the ITPP), Agency and its personnel will maintain and observe policies and procedures to detect relevant Red Flags that may arise in the performance of the Agency's activities, and will take appropriate steps to prevent or mitigate identity theft. Agency agrees to report promptly and comprehensively to Columbia in writing in the event Agency in connection with a Covered Account detects an incident of actual or attempted identity theft or is unable to resolve one or more Red Flags that Agency detects in connection with a Covered Account.
- c. Agency acknowledges below listed commitments, but are not limited to the following:
 - i. Anti-Bribery: Agency will take no action, or omit to take any action, that would violate or cause Columbia to be in violation of, applicable anti-bribery and other anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act. Agency agrees that in connection with this Agreement, Agency will not offer, pay, promise to pay, or authorize the payment of, directly or indirectly, money or anything of value to any entity or other person of any type (including, but not limited to, any government official, official of any public international organization, political party official, or political candidate) for the purpose of influencing any act or decision or to secure any other improper benefit or advantage.
 - ii. Other Laws: Agency will take no action, or omit to take any action, that would violate or cause Columbia to be in violation of, applicable laws, including, but not limited to, U.S. trade controls, export, and anti-boycott laws and regulations. Agency represents and warrants that it and all other resources engaged directly or indirectly by Agency in connection with this Agreement are not themselves (nor are they owned or controlled, in whole or in part, by others that are): (a) debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency, (b) subject to U.S. trade sanctions or restrictions, (c) on the U.S. Treasury Department's Specially Designated Nationals list (www.treasury.gov/sdn), or (d) otherwise restricted, embargoed, or prohibited under applicable law from entering into

agreements with U.S. entities and individuals.

- iii. **Political Activity:** In connection with this Agreement, Agency will not attempt to influence the outcome of any election for public office, carry on any voter registration drive, support lobbying activity, or otherwise support attempts to influence local, state, federal, or foreign legislation.
- iv. **Continuing Representations:** Without limitation of Agency's other obligations, any failure to comply with the provisions of this section will be deemed a material breach of contract. Upon Columbia's request, Agency will provide documentation and records demonstrating its compliance with this section.
- e. The Agency acknowledges completing and/or requiring their employees to complete annual sexual harassment prevention training to its employees, as required by New York Labor Law, NY Lab. L. § 201-G, and New York City Human Rights Law, N.Y.C Admin. Code § 8-107(30). Upon Columbia's request, Agency will provide documentation and records demonstrating its compliance with this section.

This Agreement is the complete agreement between Columbia and Agency regarding its subject matter and replaces any prior oral or written communications between them. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. Any variance from or addition to the terms and conditions of this Agreement in any present or future invoice or other document delivered by Agency will be void and of no effect unless agreed to in writing by an authorized representative of Columbia.

ACCEPTED AND AGREED:

The Trustees of Columbia University in the City of New York	Agency: Click or tap here to enter text.
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date: