

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
University of Louisville

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and the University of Louisville (hereinafter "UofL"), through the College of Education and Human Development (hereinafter "CEHD"), with its principal place of business at 1905 South First Street, Louisville, Kentucky 40292.

WHEREAS the UofL and the CEHD support the ongoing development of Central High School as an Oxley Partnership School, and the UofL and the CEHD agree to provide funding to enhance the educational experiences of the students and teacher within the Teaching and Learning Pathway.

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and UofL CEHD agree as follows:

1. Duties of JCPS:

- a. The Central High School Teaching and Learning Pathway teacher will provide consistent opportunities for Leave and Learn experiences for students in grades 10, 11, and 12.
- b. The Central High School Teaching and Learning Pathway teacher will coordinate, organize and support students' participation in State and National Educators Rising Conferences.
- c. The Central High School Teaching and Learning Pathway teacher will participate in professional conferences related to dual credit, content area expertise, and professional development.
- d. Provide classroom space for UofL CEHD coursework

2. Duties of the UofL and the CEHD:

- a. Provide funding (\$30,000) to support the activities and experiences within the Teaching and Learning Pathway outlined in Exhibit A.
- b. Acknowledge that projects involving program evaluation, monitoring activities, or data collection or research of any kind, are subject to JCPS IRB review and approval as determined by the JCPS IRB to meet federal, State, and Board policies. In these cases, JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the

federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research, program evaluation and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.

- c. If the performance of this Agreement involves the transfer by JCPS to UofL of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, ("FERPA"), UofL and JCPS must manage the data transfer in accordance with FERPA requirements, and UofL agrees to the following conditions:
 - i. If UofL requests transfer of identifiable data by JCPS that is subject to JCPS IRB procedures, as determined by the JCPS IRB to meet federal, State, and Board policies, JCPS cannot transfer identifiable data to UofL before the JCPS IRB-approved informed consent process has been executed. In this case, UofL does not function as an exception under FERPA. UofL is responsible for obtaining, and maintaining, signed consent after JCPS IRB approval. No data will be provided under this agreement without signed consent from the guardian for records requests involving students or from the JCPS employee or community member for records requests involving adults. UofL must deliver copies of the signed authorization to JCPS upon request.
 - ii. If UofL has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then UofL shall:
 - (a) In all respects, comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and any other applicable state or federal law.
 - (b) Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than UofL and its employees, contractors, volunteers, and agents, without prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
 - (c) Require all employees, contractors, volunteers, and agents of UofL to comply with all applicable provisions of FERPA with respect to any such data. UofL shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.
 - (d) Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. UofL shall notify JCPS within 24 hours in the event of any data breach

or disclosure of data to any person or entity other than the parties listed in this agreement.

- (e) Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of UofL necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any form, including, but not limited to, published results of studies.
- d. Use reports produced for this project only for the purposes described above. The data and reporting shall not be used for personal or institutional gain or profit.
- e. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- f. Acknowledges that JCPS retains the right to audit UofL's compliance with this agreement.
- g. UofL acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement pursuant to Article V of this Agreement.
- h. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos or social media without prior approval from JCPS.
- i. Maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- j. Require all UofL employees/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
 - i. Any conviction for sex-related offenses.
 - ii. Any conviction for offenses against minors.
 - iii. Any conviction for felony offenses, except as provided below.
 - iv. Any conviction for deadly weapon-related offenses.

- v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years.
 - vi. Any conviction for violent, abusive, threatening or harassment related offenses.
 - vii. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- k. UofL shall require all staff and volunteers performing services on JCPS school premises during JCPS school hours under this Agreement to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from The Cabinet for Health and Family Services stating no findings of substantiated child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- l. UofL staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
- m. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to UofL. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to UofL.

3. Mutual Duties:

- a. Each party shall not discriminate based on race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.
 - b. Each party shall comply with all federal and state laws and regulations and all JCPS policies applicable to the provision of the services described in this Agreement, including without limitation the Federal Family Educational Rights and Privacy Act (FERPA), the Kentucky Educational Rights and Privacy Act (KFERPA), the federal Health Insurance Portability and Accountability Act (HIPAA) and JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
 - c. The respective administrative offices of JCPS and UofL who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the program and discuss issues of mutual concern.
4. **Term:** This Agreement shall be effective commencing August 1, 2026 and shall terminate on July 30, 2027. The Agreement may be extended by mutual written agreement of JCPS and UofL.

5. **Termination:** Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, UofL will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective. JCPS may terminate this agreement immediately in the event of a student health or safety concern or a breach of paragraph 2.j above. In the event of an immediate termination, UofL shall not be permitted to continue to provide services after receipt of the notice of termination.
6. **Amendment:** This Agreement may be modified or amended only by a written agreement signed by JCPS and UofL.
7. **Independent Parties:** JCPS and UofL are independent parties, and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students and invitees.
8. **Captions:** Section titles or captions in this Agreement are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Agreement.
9. **Entire Agreement:** This Agreement along with the attached UofL terms and conditions contains the entire agreement between JCPS and UofL concerning the UofL and supersedes all prior agreements, either written or oral, regarding the same subject matter.
10. **Severability:** If a court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision.
11. **Counterparts:** This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.
12. **Applicable Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Public Schools:

University of Louisville:

Brian Yearwood, Ed.D., Superintendent

Date: _____

Date: _____

Recommended By:

Tabitha Grier-Reed

Dr. Tabitha Grier-Reed, Dean
College of Education and Human Development

5/26/26

Date

Penny B Howell

Dr. Penny Howell, Director
Nystrand Center of Excellence in Education
College of Education and Human Development

05/22/26

Date

EXHIBIT A

Central High School Teaching and Learning Pathway

Oxley funding provides Central High School students who are interested in pursuing careers in education with multiple high-impact learning opportunities, including dual credit coursework in the CEHD, participation in state and national Educators Rising events, and structured engagement with the UofL campus community.

Funds allocated to this initiative will support ongoing student participation in professional learning experiences offered through the CEHD and throughout the Commonwealth of Kentucky, ensuring sustained exposure to high-quality preparation activities that strengthen the early teacher pipeline.

Budget		Explanation/Justification
Educator's Rising Conference National Conference (students)	\$12,000	Educators Rising National Conference is a professional development for the next generation of teachers. Students attend direct skill building breakout sessions and workshops. Students have competitively advanced from state to nationals in categories like lesson planning, ethical dilemma, job interview and teacher created materials, which is a significant resume builder for college applications.
Future Educator Professional Development Conference (students)	\$5,000	Providing students the opportunity to attend and participate in content-related professional conferences supports their emerging identities as professional educators and content area experts. Additionally, conference attendance provides space for professional networking and resume building experiences.
Dual Credit Leave and Learn visits 4@\$500 (year 10 students)	\$2000	Dual credit leave and learn visits assist in preparing students for rigor of university life through collaboration with older peers. Research suggests high school dual credit students who physically attend classes on a college campus significantly enhance both academic performance and psychological transitions to higher education. Leave and learn visits also helps remove cultural barriers as many students of the program are first generation college students.
Dual Credit Leave and Learn visits 5@\$500 (year 11 students)	\$2000	Dual credit leave and learn visits assist in preparing students for rigor of university life through collaboration with older peers. Research suggests high school dual credit students who physically attend classes on a college campus significantly enhance both academic performance and psychological transitions to higher education. Leave and learn visits also helps remove cultural barriers as many students of the program are first generation college students.

Budget		Explanation/Justification
Dual Credit Leave and Learn Leave and Learn visits 4@\$500 (year 12 students)	\$2000	Dual credit leave and learn visits assist in preparing students for rigor of university life through collaboration with older peers. Research suggests high school dual credit students who physically attend classes on a college campus significantly enhance both academic performance and psychological transitions to higher education. Leave and learn visits also helps remove cultural barriers as many students of the program are first generation college students.
T&L Pathway Leader Professional Conference (teacher leader)	\$2000	The Teaching and Learning pathway is a "Grow Your Own" program, in order for this program to succeed and grow the leader must stay connected to the evolving standards of the teaching profession. It allows for meeting the needs of industry specific networking leading to innovative idea sharing of program needs, integration of new educational technologies and pedagogies, and recruitment strategies to address a growing teacher shortage.
Recruitment materials and merchandise	\$5000	Recruitment materials and merchandise are essential in creating a professional identity and branding which creates a sense of belonging and ownership in our pathway.
TOTAL	\$30,000	

ATTACHMENT A
UNIVERSITY OF LOUISVILLE PROCUREMENT TERMS AND CONDITIONS

These University of Louisville Procurement Terms and Conditions are hereby incorporated into the applicable Contract with you. Your signature below, on the Contract, acceptance of the contract/purchase order, acceptance of payment, or other form of acceptance/acknowledgement (e.g., continuing business relationship) with a University affiliated entity indicates your agreement to and acceptance of the applicable provisions. No counteroffer or provision of alternate terms and conditions is accepted by the University affiliated entity. Any changes must be agreed to in a signed separate writing specifically addressing the particular provision(s). If any provision contained in these Terms and Conditions is in conflict or inconsistent with any provision in any of the other documents that are part of this agreement, the provision in these Terms and Conditions shall govern and control.

The term "Supplier", as used herein, refers to the entity that is supplying the goods or services to the University of Louisville or one of its affiliated corporations. In related documents, the entity may also be referred to as Bidder, Offeror, Applicant, Proposer, Seller, Vendor, Second Party, Subcontractor, or similar term.

The terms "Contract" or "Agreement", as used herein, refers to the agreement, purchase order, memorandum of understanding, subcontract, subaward, personal services agreement/contract or other similar document specifying the provisions under which the Supplier is providing goods or services to the University or one of its affiliated corporations.

The term "University affiliated entity" refers to the University of Louisville, the University of Louisville Research Foundation, Inc., and the University of Louisville Athletic Association.

The term "University" refers to the University of Louisville, or the applicable University affiliated entity executing the underlying Contract with the Supplier.

- A. **PAYMENT OF INVOICES.** The supplier shall be paid, upon the submission of proper invoices, to the "Billing Address" shown on the purchase order or agreement, at prices stipulated for items delivered and accepted, or services rendered. Invoice shall include detailed information (i.e., hourly rates, number of hours, quantity purchased, cost per each). Unless otherwise specified, payment will not be made for partial deliveries. Supplier acknowledges and agrees that payment processing will take at least thirty (30) days following University's receipt of an invoice.

The University of Louisville ("University") reserves the right to make payment for orders via the University corporate Visa procurement card.

- B. **TAXES.** The University is tax-exempt from the provision of the Kentucky six percent (6%) sales and/or Use Tax on materials and equipment under this procurement. The University is also entitled to exemption from Federal Excise Tax. Our tax-exempt number is C-102. Exemption certifications shall be furnished upon request to cover exemptions where applicable.
- C. **INDEMNIFICATION.** Any provision in the terms and conditions or agreement provided by the supplier that requires or otherwise specifies that the University will indemnify the supplier or any of its subcontractors or otherwise specify the University being liable or responsible for the actions/inactions of the supplier or other third party shall only be to the extent permitted by Kentucky Revised Statutes (KRS 49.010 through 49.180) by the powers and authority vested in the Kentucky Board of Claims and KRS 45A.225 through 45A.275 (Contract Claims). University does not waive any of the rights, privileges, or immunities available to Kentucky state agencies, and any conflicting provision in the terms and conditions or agreement provided by the supplier is rejected.

The supplier shall defend, indemnify and hold harmless the University, its affiliated entities, their trustees, officers, employees and agents from and against all damages, costs, losses and expenses (including reasonable cost of attorney's fees) resulting from the supplier's performance or because of bodily injury, including death, personal injury, data breach/loss at any time resulting therefrom, sustained by any person or persons including the supplier's employees, or on account of damage to property, including loss of use thereof, to the extent arising out of or in consequence of the negligent or intentional action or omission, or willful misconduct of the supplier, or the supplier's breach of the Agreement or violation of law; provided, however, that nothing contained herein shall require the supplier to indemnify the University to the extent arising out of, or in consequence to the negligence or willful misconduct of the University, its officers, employees and agents. Any cap or limitation on the amount of the liability included by supplier in its response or standard agreement is rejected. Any limitation of liability requires specific acceptance by the University (which is signed in writing by the University).

- D. **CONFLICT OF INTEREST.** The supplier is required to disclose any potential conflict of interest. If the owner of your organization is related to a University employee, that relationship must be disclosed in writing prior to, or in no case later than, the time of award/executing of agreement.

For purposes of disclosure of a conflict, a person is a related person if related to a University employee in any of the following ways, and includes those within these categories who are referred to as adopted, step-, foster, grand-, half-, spouse of, or great-:

- Parent
- Child or Ward
- Sibling
- Uncle or Aunt
- First Cousin
- Nephew or Niece
- Spouse, Domestic Partner, Significant Other

- E. **KENTUCKY CAMPAIGN LAWS.** The supplier representative certifies that neither he/she/they nor any member of his/her/their immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in [KRS 121.056 \(2\)](#) to the campaign of the gubernatorial candidate elected at the election last preceding the date of this agreement. The signee further swears under the penalty of perjury, that neither he/she/they or the supplier which he/she/they represents, has knowingly violated any provision of the campaign laws of the Commonwealth of Kentucky, and that the award of a contract to him/her/them or the supplier which he/she/they represents will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.
- F. **COMPLIANCE STATE LAWS.** It is agreed and understood that this procurement, and the rights and obligations of the parties hereto, shall be governed by and construed under the laws of the Commonwealth of Kentucky. All actions, claims, or disputes arising under or relating to the supplier's terms and conditions, or agreement, shall be solely brought in Franklin Circuit Court, Frankfort, Kentucky. This provision shall control any conflicting provision in the terms and conditions, or agreement provided by the supplier. Any such conflicting provision is rejected.

All suppliers are subject to and must comply with all applicable state and federal law, to include, but not limited to compliance with: Anti-Discrimination Laws & Requirements, federal, state, and local Minimum Wage and/or Prevailing Wage Requirements including, to the extent applicable, full compliance with [Davis Bacon Act](#) ¹ requirements for all work and services performed.

- G. **CONTRACT CANCELLATION.** The University reserves the right to terminate this agreement for its own convenience without cause upon a thirty (30) day written notice to the supplier. Upon receipt for the University of a "Notice of Termination", the supplier shall discontinue all services with respect to the applicable procurement. Provided the goods or services met any applicable acceptance criteria, the supplier will be compensated for all products shipped and received, work performed, services completed in whole or in part, and for material(s) which have been shipped (or which was otherwise allocated to the procurement, which was terminated). Compensation for services provided by the supplier will be calculated at a mutually agreed upon amount for services performed prior to "Notice of Termination". A fixed fee agreement/procurement will be prorated (as appropriate).

The University reserves the right to cancel any established agreement/procurement if any policy or procedural changes occur that would warrant discontinued use of the established agreement/procurement. Additionally, if a protest is filed, depending on the outcome of the protest, the agreement/procurement may be cancelled or confirmed.

- H. **FISCAL FUNDING OUT.** The University reserves the right to cancel and/or suspend the agreement/procurement if funds for the continuation of these contracted goods or services are eliminated or are not fully appropriated in the subsequent years. The University also reserves the right to cancel and/or suspend the established agreement if there are changes to University policy and/or the way business is conducted regarding contracted services.
- I. **ELIGIBILITY TO PARTICIPATE IN GOVERNAMENTAL PROGRAMS CERTIFICATION.** Supplier's acceptance of award/execution of agreement certifies that the supplier, and where applicable subcontract supplier, or any person performing services under this agreement (i) is not now nor has ever been excluded, suspended, debarred, or otherwise deemed ineligible to participate in

¹ applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

governmental healthcare, procurement, or other programs; (ii) is not now nor has ever been charged with or been convicted of a criminal offense related to the provision of governmental healthcare, procurement, or other programs and has not been reinstated in such programs after a period of exclusion, suspension, debarment, or ineligibility. If the supplier, and where applicable subcontract supplier, or any person performing services under this agreement becomes ineligible for participation in such governmental programs in the future, supplier will have a process in place such that subcontract supplier(s) and any person performing services under this agreement will promptly notify the supplier of ineligibility. The supplier will notify the University contract administrator of record within seventy-two (72) hours of the supplier becoming aware of the governmental ineligibility of the supplier, any subcontract supplier, or any person performing services under this agreement.

- J. **ARBITRATION.** Any provision in the supplier’s terms and conditions, or agreement, that specifies binding arbitration to resolve a controversy or claim arising out of or relating to this agreement, or breach thereof, is rejected and deleted. Mediation or other forms of non-binding alternative dispute resolution may be used in lieu of binding arbitration.
- K. **INSURANCE REQUIREMENTS.** Before the supplier becomes entitled to any rights under this procurement and prior to taking any action under any resulting award/agreement, supplier shall have a Certificate of Insurance indicating the organization’s in-force insurance coverage for the following policies and limits. Supplier agrees to provide proof of insurance upon request.

MINIMUM COVERAGE AMOUNTS

Type of Insurance	Minimum Limits of Liability
Commercial General Liability* Including: Completed Products, Personal and Advertising Injury, Products/Completed Operations	\$1,000,000.00 Each Occurrence \$2,000,000.00 General Aggregate
Auto Liability* All owned, hired, and non-owned vehicles	\$1,000,000.00 Combined Single Limit (Bodily Injury, Property Damage)
Workers’ Compensation	Statutory Limits – Kentucky and the state(s) of domicile of the organization and any subcontractor(s). The all state and voluntary compensation endorsement is to be attached to the policy.
Employers’ Liability	\$1,000,000.00 (Each employee, each accident and policy limit)

*Occurrence coverage is required. Claims-made coverage is not acceptable.

These policies (except Workers’ Compensation) shall name the University, its trustees, officers, employees, and agents as Additional Insured and shall contain a covenant requiring no less than then (10) business days written notice to the University before cancellation, reduction, or other modification of coverages.

These policies shall be primary and noncontributing with any insurance carried by the University and shall contain a severability of interest clause in respect to cross liability, protecting each Additional Insured as though a separate policy had been issued to each. A certificate of the above policies shall be furnished to the University at least then (10) business days prior to the commencement of the services provided under this agreement.

All Certificates of Insurance must clearly state that the organization’s insurance is PRIMARY. If organization’s policy has deductibles, self-insured retentions, or co-insurance penalties, then all such costs shall be solely borne by the organization and not by the University. The University will not share in any policy deductibles.

It is hereby agreed that in event of a claim arising under this policy, the organization will not deny liability by reason of the Additional Insured being a state, county, municipal corporation, or governmental agency.

The limits listed above may be accomplished through a combination of primary and excess/umbrella liability policies written on a “follow form” basis or forms no more restrictive than the primary policies.

- L. **REMEDIES.** Any provision in the suppliers’ terms and conditions, or agreement, that provides for automatic injunctive relief, or the payment of attorneys’ fees and costs is hereby rejected and limited as set forth herein. Injunctive relief and/or the payment of attorneys’ fees and costs shall only be available as remedies to the extent such relief is granted by a court of competent jurisdiction.

- M. **KENTUCKY OPEN RECORDS ACT.** Any provision in the supplier's terms and conditions, or agreement, that requires the University to keep certain information, data, or documents confidential is hereby subject to and limited by the University's disclosure obligations under the Kentucky Open Records Act, as amended.
- N. **SUBCONTRACTORS.** To the extent any subcontractors are used by the supplier to provide services related to the supplier's provision of services hereunder, supplier agrees to be responsible to the University for the services performed by its subcontractors to the same extent that the supplier would be responsible if it had performed such services. Supplier shall ensure that all subcontractors shall be bound by and comply with the applicable (based on their scope and responsibilities) terms of the Agreement and of this Attachment A, including without limitation all obligations concerning PCI, FERPA, [KRS 61.931-934](#), and other applicable data protection and privacy laws as set forth herein, and in the event supplier's subcontractor(s) fails to comply with any such requirement, supplier shall be responsible for doing so. Notwithstanding the foregoing, supplier may not assign or subcontract any of its rights or obligations under the Agreement without University's prior written consent, except as otherwise expressly permitted by the parties' written agreement.
- O. **PROMOTIONAL ITEMS.** All promotional items (if applicable) in association with this agreement must be approved in writing by the University Office of Communications and Marketing prior to the event.
- P. **RIGHT TO MARKS.** Supplier will have the right to utilize the trademarked University of Louisville logo in promoting its association with the University only as agreed upon in writing by the University. All University marks and logos must be approved by the Office of Communications and Marketing prior to use, and such use shall immediately cease upon expiration or termination of the agreement.
- Q. **COMMUNITY ENGAGEMENT.** To the extent Supplier performs any vendor engagement or community engagement services under this Contract, such services shall be open to all and shall not target or provide any differential treatment to women-owned businesses or minority-owned businesses in violation of state or federal law. Supplier shall not discriminate in its hiring or subcontracting practices on the basis of religion, race, sex, color, or national origin.
- R. **CONTRACT CHANGES AND AMENDMENTS.** During the term of the agreement, no change will be permitted in any of its conditions and specifications unless the contractor receives written approval from the Department of Procurement Services. It is recognized that subsequent written amendments to the agreement may be necessary and such amendments will require mutual agreement of the parties.
- S. **FORCE MAJEURE.** Neither University nor supplier shall be held responsible for delay or default caused by fire, riot, acts of nature, acts of terrorism, pandemic occurrences, or other acts of political sabotage, or where such cause for delay or default was beyond the University's or supplier's reasonable control, respectively. Supplier shall, however, make all reasonable efforts to remove or eliminate such a cause for delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement. Economic conditions, including but not limited to changes in tariffs, shall not be considered events of force majeure, and Supplier shall be solely responsible for payment of tariffs.
- T. **AMERICANS WITH DISABILITY ACT (ADA) COMPLIANCE.** When applicable (e.g., webpages), the supplier's products and services will be in compliance with the current ADA requirements including, but not limited to, the applicable current ADA Standards for Acceptable Design, WCAG 2.1, Level AA, Section 508 of the Rehabilitation Act of 1973, as amended ([29 U.S.C. 794](#)), Section 255 of the Communications Act, as amended and applicable regulations. The supplier shall defend, indemnify and hold harmless the University, its affiliated entities, their trustees, officers, employees and agents from and against all damages, costs, losses and expenses (including reasonable cost of attorney's fees) resulting from the supplier's failure to comply with applicable ADA requirements.
- U. **ARTIFICIAL INTELLIGENCE.** SUPPLIER shall not use any UNIVERSITY data in its AI systems for any purposes other than to deliver the services, products and deliverables described in the related Agreement(s). SUPPLIER shall not use any UNIVERSITY data to train its AI systems (that it will license and/or sell to any other client or other third parties). If SUPPLIER uses any generative AI in current or future version of its AI systems or licenses a tool from another party that uses generative AI in order to deliver the services, products and deliverables described in the related Agreement(s), then SUPPLIER shall notify UNIVERSITY in writing in advance, in accordance with the notice provisions of the Agreement(s).
- V. **TREATMENT OF UNIVERSITY DATA/INFORMATION.** If the SUPPLIER is provided access or is provided copy(ies) of UNIVERSITY data, the SUPPLIER agrees to secure and protect the UNIVERSITY data (and require the same of any other entity with whom it shares or gives access to UNIVERSITY data) from unauthorized access, use, modification, disclosures, manipulation, or

destruction, and that it will use processes that meet industry standard practices for protecting a customer's information (which standards shall be at least as stringent as the SUPPLIER would use for protecting its own confidential information). SUPPLIER agrees to notify the UNIVERSITY of a security breach/security incident as specified at [University of Louisville Security Incident Reporting](#) relating to UNIVERSITY data that SUPPLIER or its agents or subcontractors has access to or is in their possession within seventy-two (72) hours of discovery of an actual or suspected breach. SUPPLIER agrees to cooperate with the UNIVERSITY in complying with the response, mitigation, correction, and notification efforts, including undertaking a prompt and reasonable investigation of any such incident. Upon termination or cancellation of this AGREEMENT between the UNIVERSITY and SUPPLIER, all data, including disks, tapes, and electronic files in the possession of SUPPLIER or its agents, subcontractors, or other third party will be destroyed unless: (1) SUPPLIER is required to retain such data pursuant to applicable law; or (2) the individual to whom the data relates request that SUPPLIER maintain its data in accordance with applicable privacy or other legal requirement(s). ("Required Copy(ies)"). Any such Required Copy(ies) will be kept secure and the duty of notification of a breach/incident will continue. The UNIVERSITY acknowledges that such data communicated and/or stored in electronic form may be routinely backed up such that return, or destruction is not practicable and/or feasible, in which case SUPPLIER (or its subcontractors/agents/others with whom the information has been shared) will keep such back-up copies secure until the back-up media is recycled or destroyed.

Protected Health Information: Protected health information² (PHI) is not intended to be shared under this AGREEMENT unless a Business Associate Agreement (BAA) is executed as part of this AGREEMENT.

SUPPLIER agrees that it will not receive or share protected health information under this AGREEMENT unless the box below is checked and the SUPPLIER has executed a BAA acceptable to the UNIVERSITY.

PHI may be shared	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
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Initial _____ Date: _____

If YES is checked, the SUPPLIER agrees either (1) to execute a BAA³ acceptable to the UNIVERSITY before receiving any PHI or (2) operate under a plan approved by the University's Privacy Office for receiving only fully deidentified health information.

Personal Information. To the extent SUPPLIER receives Personal Information⁴ as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, [KRS 61.931-934](#) (the "Act"), SUPPLIER shall secure and protect the Personal Information (and ensure the same of its agents or subcontractors having access to the Personal Information) by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as UNIVERSITY uses to protect its own confidential information, and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction and that meet industry standard practices for protecting Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying the UNIVERSITY of a security breach as specified at [University of Louisville Security Incident Reporting](#) relating to Personal Information in the possession of SUPPLIER or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and SUPPLIER abides by the requirements set forth in that exception; (iv) paying all costs of notification, investigation, and mitigation in the event of a security breach of Personal Information caused by the actions or inactions of SUPPLIER or a breach of SUPPLIER'S database, system, or information storage/management infrastructure ("NIM Costs"); (v) cooperate with UNIVERSITY in complying with the response, mitigation, correction, investigation, and notification

² See [HHS Privacy De-Identification Guidelines](#).

³ See [University of Louisville Business Associate Agreement](#) for copy of UNIVERSITY'S BAA.

⁴ "Personal Information" is defined in accordance with [KRS 61.931\(6\)](#) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number, or other individual identification number issued by an agency;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g".

requirements of the Act and the UNIVERSITY, including but not limited to, at the UNIVERSITY'S discretion, undertaking a prompt and reasonable investigation of any security breach, providing credit file or identity monitoring, and operating an identity theft call center to respond to questions from individuals whose Personal Information may have been accessed or disclosed for a period of one year after the date on which such individuals were notified of the unauthorized access or disclosure; and (vi) at UNIVERSITY'S discretion and direction, handling all administrative functions associated with notification, investigation, and mitigation, in accordance with the Act's requirements and the UNIVERSITY'S instructions. The SUPPLIER hereby agrees that the UNIVERSITY may withhold payment(s) owed to the SUPPLIER for any violation of these identity theft prevention reporting requirements or failure to pay NIM Costs.

GDPR Personal Data. To the extent SUPPLIER processes personal data (Article 4) or sensitive personal data (Article 9) as defined in the EU's General Data Protection Regulation (GDPR) effective May 25, 2018, SUPPLIER, to the extent applicable, (i) shall take all measures required pursuant to Article 32 of GDPR and the SUPPLIER shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk; (ii) shall ensure that only authorized individuals are able to access the personal data being processed on behalf of the UNIVERSITY; (iii) shall not engage another entity (Sub-Processor) without the prior specific or general written consent of the UNIVERSITY; (iv) shall notify UNIVERSITY of a security breach as specified at [University of Louisville Security Incident Reporting](#) relating to personal information in the possession of SUPPLIER or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach; (v) shall cooperate with UNIVERSITY in complying with the response, mitigation, correction, investigation, and notification requirements, including undertaking a prompt and reasonable investigation of any security breach; and (vi) paying those costs of notification, investigation, and mitigation in the event of a security breach of personal data, to the extent, cause by the actions or inactions of SUPPLIER. As an agency of the Commonwealth of Kentucky, the UNIVERSITY confirms that it cannot agree to be bound by or submit to the jurisdiction or laws of another government and, therefore, cannot enter into the standard contractual clauses required pursuant to Article 45 of GDPR (EU) 2016/679 for international transfers of personal data outside of the European Economic Area or to a country not recognized by the European Commission as being in adequation. As a result, SUPPLIER shall be solely responsible for compliance with GDPR, if applicable, including but not limited to obtaining any necessary written consents.

Student Records – Family Educational Rights and Privacy Act (FERPA). SUPPLIER acknowledges that the UNIVERSITY is obligated to comply with FERPA. SUPPLIER shall not use or disclose data/information received by SUPPLIER or disclosed to SUPPLIER that is defined as an educational record by FERPA, except as necessary to provide the services or perform the activities for the UNIVERSITY and any individuals (e.g., employees) of the UNIVERSITY (or to any other party that satisfies the definition of "School Officials" with a "legitimate education interest" as those terms are defined in FERPA with written approval by the UNIVERSITY). The nature of the services or activities being conducted under this AGREEMENT are such that SUPPLIER is considered as a "School Official" (as that term is defined in FERPA) with a "legitimate educational interest" in having access to these educational records that are protected by FERPA that the SUPPLIER accesses, receives, stores, or controls, SUPPLIER will comply with all obligations that FERPA imposes on a "School Official". SUPPLIER will use these educational records only for fulfilling its duties under this AGREEMENT. By way of illustration and not of limitation, SUPPLIER will not use such data for its own benefit and, in particular, will not engage in "data mining" of this data for the sale/marketing/transfer for value of personal data, including without limitation, the sale of e-mail addresses or demographic information.

Student Financial Aid Information and Gramm-Leach-Bliley Act (GLBA). To the extent that SUPPLIER receives non-public UNIVERSITY information (which, for example, could contain employee or student information that would qualify as customer or consumer information) that would qualify for protection under the "Red Flag" rule or the Gramm-Leach-Bliley Act (GLBA), SUPPLIER agrees to maintain a written comprehensive information security program containing administrative, technical, and physical safeguards for the security and protection of the UNIVERSITY'S information compliant with the requirements of the "Red Flag" rule, GLBA, and GLBA regulations, and further containing each of the elements set forth in § 314.4 of the Gramm-Leach-Bliley Standards for Safeguarding Customer Information (16 C.F.R. § 314). SUPPLIER further agrees (and shall require any subcontractor or agent to agree) to safeguard all such UNIVERSITY information provided to it under this AGREEMENT in accordance with its information security program and the Standards for Safeguarding Customer Information. Except as expressly permitted under the Federal Credit Reporting Act (FCRA), SUPPLIER agrees that neither it (nor its subcontractors or agents with access to non-public UNIVERSITY information) will disclose any information that would be considered a "consumer report" under the FCRA. Further, no non-public UNIVERSITY information shall be distributed or sold to any third party or used by SUPPLIER or its agents or subcontractors in any way, except as authorized by this AGREEMENT and/or as approved by the UNIVERSITY in writing.

SUPPLIER further acknowledges that the University is obligated to comply with laws regulating the uses of student financial aid data, such as the Higher Education Act (HEA). Neither SUPPLIER nor its subcontractors or agents shall use or disclose such information received by vendor or disclosed to the SUPPLIER (or received or disclosed to SUPPLIER'S subcontractors or agents)

that is defined as student financial aid data by HEA, except as necessary (i) to provide the services to/perform the activities for the UNIVERSITY under this agreement or (ii) to another party with written approval by the UNIVERSITY. This restriction applies to, but is not limited to, Free Application for Federal Student Aid (FASFA) data.

- W. **PARKING.** Suppliers that have entered into a contract and/or agreement with the University for sales or service may purchase a parking permit at the established fee. Location of parking will be designated at the time of the permit purchase. Suppliers parking on University property without valid permits shall be subject to ticketing, booting, or impoundment.

Current fee schedule and additional information can be found here: [University of Louisville Parking](#)

Temporary Parking Measures During Construction

The purpose of this clause is to mitigate the impact of construction on the limited parking resources available for employees and visitors on campus. For all construction and renovation projects, bidders must submit a comprehensive construction plan if their work will affect existing parking spaces, pedestrian routes, or traffic flow. The submitted construction plan will be reviewed by the Director of Parking and Transportation Services. Approval of the plan is mandatory before the commencement of any construction activities that impact parking, pedestrian, or transportation routes.

Any changes to pedestrian routes or traffic flow due to construction activities must be clearly outlined in the construction plan. Safe and accessible alternate routes must be provided and approved as part of the plan review. Contractors are responsible for clearly marking affected areas and providing adequate signage to inform campus users of changes. This includes detour routes and temporary parking adjustments.

For any short-term or temporary loss of parking spaces due to construction, the awarded contractor will be assessed a daily fee. This fee will be equivalent to the current permit fee or the daily maximum rate for visitor parking, whichever is applicable. The fee will be charged per space for the entire duration of the project, ensuring compensation for the University's loss of parking resources. Information regarding fees and parking regulations can be found here: [University of Louisville Parking and Transportation](#). The Department of Parking and Transportation Services will periodically monitor the construction activities to ensure compliance with the approved plan. Any deviations or violations may result in additional fees or penalties.

- X. **CONDUCT OF EMPLOYEES.** It is understood that the possession of weapons and/or consumption of alcohol or drugs on the job by any personnel of supplier or any of its subcontractors, or otherwise, is strictly prohibited. Any person having possession of same and/or under the influence of alcohol or drugs, while on the premises at any time, shall be removed from the site at the direction of the supplier and shall be subject to automatic dismissal by the supplier. No employee shall fraternize with any University students or staff at the premises. The supplier and all its employees shall abide by the operational rules at the facility.
- Y. **SMOKE FREE CAMPUS.** Smoking is not permitted on any University campus. This prohibition includes buildings and all grounds. Suppliers shall take this into consideration when assigning personnel.
- Z. **DAMAGE TO PROPERTY.** The supplier will be responsible to repair to the satisfaction of the University any damage to grounds, buildings, vehicles, or other property belonging to the University or any of its employees or students, or property belonging to any member of the public present on campus for any legitimate purpose, to the extent such damage is the direct or indirect result of any actions/inactions of the supplier's employees.
- AA. **COVID-19 SAFETY REQUIREMENTS.** Suppliers, their subcontractors, and all associated personnel, while on any University property or University controlled property, must be in compliance with all currently University health guidance including state, local, and/or federal public health guidance for the prevention of spread of COVID-19. These guidelines include, but are not limited to, practicing social distancing to the extent practicable, and wearing a mask that covers both the individual's nose and mouth. Further details regarding University COVID-19 safety procedures can be found here: [University of Louisville COVID-19 Guidelines](#). Current CDC guidelines can be found here: [CDC COVID-19 Guidelines](#). For informational purposes only, Kentucky COVID-19 resources can be found here: [KY COVID-19 Resources](#).
- BB. **INTELLECTUAL PROPERTY.** SUPPLIER agrees and acknowledges that the UNIVERSITY shall own (i) any materials provided to UofL by SUPPLIER under this CONTRACT and (ii) images and data generated in the performance of services on the material provided by the UNIVERSITY. SUPPLIER agrees that any and all inventions, improvements, modifications, discoveries, information, data and materials (hereinafter collectively "Intellectual Property"), if any, which are conceived, invented, authored, developed and/or reduced to practice in the performance of this CONTRACT, are the sole property of the UNIVERSITY, and SUPPLIER agrees to assign and does hereby assign to UNIVERSITY all rights, title, and interest in such

Intellectual Property. Intellectual Property for which a copyright could be registered, including but not limited to software, computer programs, databases, web pages and documentation, and/or source code, (collectively, "Works") developed by SUPPLIER for UNIVERSITY, shall be considered "work for hire" such that UNIVERSITY, not SUPPLIER, shall have full and complete ownership of all Works developed. SUPPLIER shall provide such Works to UNIVERSITY when completed, but no later than at the termination or expiration of this CONTRACT. To the extent that any Works may not, by operation of law, be a work made for hire in accordance with the terms of this CONTRACT, SUPPLIER hereby assigns to UNIVERSITY all right, title, and interest in and to any copyright covering such Works, and UNIVERSITY shall have the right to obtain and hold in its own name any copyrights, registrations, or other proprietary rights that may be available. SUPPLIER agrees to safeguard and keep confidential said Intellectual Property and all information (including records and dates) acquired from any source or developed by it in the performance of this CONTRACT. Notwithstanding the foregoing, in the course of performing services, SUPPLIER may use its proprietary intellectual property which pre-exists this CONTRACT and/or was not conceived, invented, authored, developed and/or reduced to practice in the performance of this CONTRACT, such as records; files; working papers; registered and unregistered patents, trademarks, and copyrights; business methods; and trade secrets (collectively, "Background IP"). At no time during or after the expiration of this CONTRACT shall UNIVERSITY have or obtain any ownership rights to the Background IP.

CC. **SEVERABILITY.** If any part, term or provision of the Contract or these Terms and Conditions is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be illegal or invalid.

DD. **SURVIVAL.** All Supplier's obligations concerning confidentiality, data security, PCI compliance, compliance with applicable laws, indemnification and any other provisions herein or in the Agreement which by their nature obligate Supplier following termination of the Agreement shall survive and continue to bind Supplier following termination or expiration of the Agreement.

Supplier:

By: _____

Name: Brian Yearwood

Title: Superintendent

Date: _____

University:

By: _____

Name: _____

Title: _____

Date: _____