

Memorandum of Agreement Regarding  
Retail Financial Institution Branch Services

WHEREAS: The University solicited competitive bids for financial institutions to provide on-campus retail financial institution branch services, and selected Wright-Patt Credit Union, Inc. (“WPCU”) as the winning bidder; and

WHEREAS: The competitive bid notice specifies that the University and the winning bidder will enter into a memorandum of agreement regarding the essential terms of the agreement.

NOW THEREFORE, the Parties adopt the following as their Memorandum of Agreement.

1. Definitions. As used in this Agreement, the following definitions shall apply:
  - 1.1. Constituents. Collectively, the University’s students, faculty, staff and employees.
  - 1.2. Financial Institution. A state or federally chartered bank, credit union, savings institution/association and mortgage banker/lender authorized to accept consumer deposits and/or originate real estate loans in the State of Ohio.
  - 1.3. Financial Services. “Financial Institutions” who open and service consumer checking and savings accounts, certificates of deposit, health savings accounts, credit cards, student loans, mortgages, home equity loans, auto loans, personal loans, 401k Plans, Simple IRA Plans and SEP IRA Plans. “Financial Services” shall not include goods or services that are provided by investment houses, wealth management / financial planning firms, advisors, mutual fund families, insurance companies, consumer finance companies and real estate investment firms or trusts.
  - 1.4. Mailing List. A list of WSU’s, faculty and staff names and current mailing addresses. This list shall be used by WSU to mail WPCU’s Program material. The Mailing List shall not be provided to WPCU unless otherwise agreed to by the Parties in writing by WSU’s and WPCU’s Marketing Departments.
  - 1.5. Marks. Any designs, images, visual representations, logos service marks, names, trade dress, trade names or trademarks used or acquired by either of the Parties.
  - 1.6. Program. Financial Services and other services offered by WPCU to constituents hereunder.
  - 1.7. Student List. A list of currently enrolled undergraduate, graduate and international students at WSU. This list shall be used by WSU to mail WPCU’s material either internally or through an approved third-party vendor. The Student List shall not be provided to WPCU unless otherwise agreed to by the Parties in writing by WSU’s and WPCU’s Marketing Departments.
  - 1.8. University. Wright State University. The University shall also be the “Lessor” under Schedule B.

- 1.9. WPCU. Wright-Patt Credit Union, Inc. WPCU shall also be the “Lessee” under Schedule B.
- 1.10. Wrigh1 Card. University campus ID card issued to students, faculty and staff members.
2. WPCU Commitments. During the Term, WPCU shall:
  - 2.1. Provide on-campus retail Financial Services, and operate four (4) ATMs/PTMs at designated locations.
    - 2.1.1. The on-campus branch office will consist of a minimum combination of at least: one Personal Teller Machine (PTM) or Automated Teller Machine (ATM) and two on-site branch customer service representatives. Branch customer service representative(s) will possess the appropriate level of training/knowledge in consumer financial services and customer service in order to deliver a high-quality experience to Wright State University students, faculty, staff and alumni. Hours of operation shall be from 9am to 5pm, Monday through Friday during the University’s academic term, excluding University holidays.
    - 2.1.2. Branch facilities and all ATM equipment provided must be ADA compliant.
    - 2.1.3. WPCU shall be responsible for all renovations/remodeling. All construction work must have prior approval of Facilities Management and Campus Operations and WPCU must secure appropriate builder’s risk insurance coverage in the event the Student Union building would incur damage during the construction period. All furnishings, furniture, equipment and other personal property necessary for the operation of the branch bank shall be installed and maintained at WPCU’s expense and risk. The University shall in no way be responsible for any loss or damage.
    - 2.1.4. WPCU will be responsible for providing separate, secure communication/internet service for their retail branch location and ATMs on campus, at WPCU’s expense, as well as any alarm/security measures needed for the retail operations and related equipment. Installation of alarm/security measures must be coordinated with WSU’s Facilities Management and Emergency Preparedness Center. WPCU shall maintain all campus ATM’s in good working order.
    - 2.1.5. In addition to the ATM(s) within the Student Union (SU) Branch Office, operate four (4) ATMs in other locations- one near the SU branch office, one in Allyn Hall Service Center, one in Dunbar Library and one in WSU’s Nutter Center. The ATMs in Dunbar Library and Nutter Center are required to provide the following minimum capabilities: cash withdrawals and balance inquiry while the ATMs in the SU (near the branch office) and Allyn Hall Service Center must also be able to accept deposits.

- 2.1.6. ATMs must allow for withdrawals in at least \$10 increments with a daily maximum of at least \$400, or otherwise as according to the terms of the user's account.
- 2.2. Promote and provide financial literacy initiatives to the Wright State University community (primarily the student body) through qualified representatives of WPCU at least once during fall and once during spring semesters in coordination with the University's Financial Literacy Committee chaired by the Office of Financial Aid. Topics must include, but are not limited to: banking, money management, establishing credit and managing credit cards, identity theft, budgeting, and credit reports/scores.
- 2.3. Cooperate with the University to prepare, execute, and file all required compliance reports, including without limitation reports required by 34 C.F.R. 668.164 et seq. WPCU will have primary responsibility for preparing such reports.
- 2.4. Conduct periodic (at least annually) customer service surveys and share these survey results with the University.
- 2.5. While on University property, WPCU personnel shall comply with all general applicable policies, regulations, and rules that the University may establish from time to time. WPCU will exercise reasonable direction, control, and supervision of its employees, contractors, and other agents. WPCU shall take reasonable precautions against injury or loss to persons and property occasioned by the conduct of its personnel, and WPCU shall be responsible for all such injury or loss.
- 2.6. WPCU shall hire a limited number of University's students as student interns during each academic year during the Term. One Hundred Forty Thousand Dollars (\$140,000.00) annually of WPCU's financial support shall be allocated to the student intern program. It shall not be considered a breach of this Agreement if WPCU fails to meet its full sponsorship obligations in this Section during Year 1 of the Term, provided that WPCU acts reasonably and in good faith to implement the student intern program.
  - 2.6.1. Student intern hiring decisions shall be in WPCU's sole and absolute discretion, though the University will collaborate with WPCU (upon request) to identify promising students as candidates for the internship program. Student interns shall be WPCU employees subject to WPCU's sole direction and control in the performance of their duties. The University shall not be responsible for the acts of WPCU's student interns.
  - 2.6.2. WPCU shall have absolute and sole discretion to fix the terms of each student intern's engagement, provided that student interns shall each be offered approximately fifteen (15) to twenty (20) hours of work per week depending on the nature of the assignment and student's individual schedule and provided further that each student intern shall be paid a wage that is reasonably competitive with wages paid generally to student interns in office environments in the Dayton metropolitan area. Whenever possible, WPCU shall endeavor to provide opportunities for each student intern to make meaningful contributions

to WPCU, and also to develop and refine personal and professional skills applicable to the student intern's academic pursuits.

- 2.6.3. WPCU shall be solely responsible for all costs and expenses associated with supporting the student intern program. If WPCU fails to expend the anticipated annual amounts set forth in Section 2.6 for the internship program, the Parties agree that WPCU shall make a donation to the University equal to the amount of such savings, which donation the University will allocate for scholarships and/or tuition support for University students. WPCU shall have no duty to make the donation specified in this Section 2.6.3 with respect to any financial shortfall of the student internship program funding during Year 1 of the Term, if during Year 1 of the Term WPCU acts reasonable and in good faith to establish, staff, and support the student internship program.
- 2.6.4. Unless prohibited by law, the Parties shall confer approximately quarterly about the student intern program and the performance of students participating in it. Upon the University's request, and except as prohibited by law, WPCU shall furnish information reasonably necessary for the University to evaluate the success of the student intern program, including the names, hours worked / schedules, and job duties of each student intern. Upon WPCU's request, and based upon such information as WPCU may specify, the University shall endeavor to identify a slate of students who may be qualified and interested in a student intern position.
- 2.6.5. The Parties intend that the student intern program will not be an academic program unless agreed upon by the Parties separately in writing and in advance.
- 2.7. Maintain, at its sole cost, the insurance specified in this Agreement, and in Schedule B. WPCU shall name Wright State University as an additional insured on its general, umbrella, comprehensive, crime coverage, automobile liability, and other relevant policies of insurance. Each such policy shall include a provision stating that it shall not be cancelled or reduced in coverage amount without at least thirty (30) days advance written notice to the University. If WPCU fails to maintain such insurance, the University shall have the right, but not the obligation, to purchase such insurance on WPCU's behalf; WPCU shall promptly reimburse the University for any associated costs. WPCU's insurance shall be "primary" as it pertains to WPCU's performance of the Agreement.
- 2.8. Provide financial support as specified in Section 7 of this Agreement, Schedule A-1, and Schedule A-2.
3. University Commitments. During the Term, the University shall:
  - 3.1. Lease WPCU the facilities described in Schedule B for the operation of a full-service on-campus branch office, and for the installation and operation of four (4) additional ATMs beyond the branch office at the University's Dayton Campus.

- 3.1.1. The University agrees to provide basic utilities of water, electricity, heating and air conditioning at no extra charge. The University will also provide basic maintenance and removal of refuse.
    - 3.1.2. The University shall maintain, at its own cost, fire and casualty insurance and public insurance coverage in an amount not less than One Million (\$1,000,000.00) dollars.
  - 3.2. Grant to WPCU the exclusive right to operate the credit union member center, bank branch, bank office, and up to four (4) additional ATMs beyond the branch office at the University's Dayton Campus during the term of the contract. The University shall notify WPCU if the University determines that is necessary or desirable to open and operate an additional credit union member center, bank branch, bank office, ATM or PTM on its premises. WPCU shall have the first option to operate any such facility on terms substantially similar to those proposed in this Agreement.
    - 3.2.1. WPCU shall request and the University shall solely approve the locations of the full-service retail branch and each ATM/PTM. The locations of each facility shall be the locations where each facility is located at the commencement of the Term. WPCU shall not remove or discontinue service at any facility, or relocate any facility, on the University's premises without the University's prior written consent.
    - 3.2.2. WPCU shall have the right to assess a surcharge on its ATM / PTM use, provided that any such surcharge is no greater than, in type and amount, to the surcharges WPCU assesses on the use of its member center / branch ATMs and PTMs in the Dayton metropolitan area.
- 3.3. The University shall designate WPCU as "The Official Financial Institution of the Wright State Community". The Designation shall be exclusive to WPCU. The Parties shall use the Designation for public announcements of the Program, and WPCU shall have the right to use the designation in its marketing and promotional materials related to the Program. This Paragraph shall not be interpreted to require the University to purchase goods or services, exclusive or otherwise from the WPCU.
- 3.4. Except as provided to the contrary herein, WPCU shall have the exclusive right and requirement to: (i) operate a Retail Financial Institution branch on the University's campuses; (ii) install, operate and service ATMs on the University's campuses, including but not limited to the Ervin J. Nutter Center; and, (iii) be recognized as the sole University authorized entity permitted to market Financial Services on the University's campuses, at the University's facilities, at University-sponsored events, and to organizations that are under the University's control, such as officially-recognized student organizations and intra-mural sports teams. The University's grant of exclusivity shall not apply to marketing or promotional activities that occur without the University's authorization on public areas of the University's campus, or at/during non-University sponsored events on University property, including but not limited to special events and concerts at the Ervin J. Nutter Center, where such events are operated by a non-affiliated third party pursuant to a written agreement with the

University. WPCU expressly acknowledges and agrees that such third-party events may include sponsorship support from firms engaged in providing Financial Services.

3.4.1. The University shall have the right to permit other Financial Institutions and Financial Services providers to market their goods and services, simultaneously with WPCU, at limited campus-wide events, such as Fall Fest, where individuals and entities are invited to campus to promote their goods and services to the University's student body. During such events, WPCU shall have preferential placement and sponsorship opportunities.

3.4.2. WPCU shall be the sole on-campus provider of Financial Services. This Paragraph shall not be construed in a manner that obligates the University to obtain its own Financial Services from WPCU.

3.4.3. Nothing in this Agreement, or in any Schedule, shall prohibit or limit the University's right to accept sponsorship from, or enter into marketing or advertising agreements with, other individuals or entities with respect to (a) goods or services that are not Financial Services, or (b) Financial Services other than those traditionally associated with banks/credit unions. For the avoidance of doubt, the University may contract for sponsorship or advertising with other individuals and entities with respect to the following goods and services: investment houses, wealth management / financial planning firms or advisors, mutual fund families, insurance companies, consumer finance companies and credit card offerors, mortgage brokers and lenders, and real estate investment trusts.

3.4.4. Nothing in this Agreement, or in any Schedule, shall prohibit or limit the University's right to secure sponsorship from any corporation desiring to name any facility, area, or building, or to grant naming rights to any facility, area, or building.

3.5. The University will reasonably cooperate with WPCU's outreach efforts directed at the University's students. Such cooperation will include:

3.5.1. Not more than three (3) times per year, the University will distribute the WPCU's marketing material to its constituents. Such marketing materials will be of high-quality material and aesthetic design, and will be produced and provided to the University at WPCU's sole cost.

3.5.2. The University will distribute the materials described in the preceding paragraph at new hire orientations.

3.5.3. WPCU shall have reasonable access to non-restricted areas of the University's campuses, and prominent presence at WPCU-sponsored or otherwise agreed-upon campus events, for promotion of the Program which shall consist of Freshmen Orientation, Welcome Week, April Craze, Fall Fest and employee benefits or health-related fairs. The University may select up to two (2) days per year for WPCU and other Financial Institutions to concurrently market their

programs and services on-campus, provided that WPCU shall be the sole Financial Institution granted preferential placement at such events.

- 3.5.4. The University will permit WPCU to conduct, at WPCU's sole cost, up to six (6) on-campus promotions or events. WPCU shall coordinate each such event (including the location thereof) with the University in advance, and shall conduct each such event in compliance with the University's policies.
  - 3.5.5. The University will provide a link from the prospective student and current student areas of its website to WPCU-hosted website promoting agreed-upon financial literacy and financial education programs.
  - 3.5.6. Upon request by WPCU, the University will provide WPCU with a list of all student directory information. Such information will not include information pertaining to students who have requested that their directory information not be published.
  - 3.5.7. WPCU shall conduct three (3) on-campus financial seminars for constituents per academic year. The topics will include items selected by WPCU from the following list: banking, money management, establishing credit and managing credit cards, identity theft, budgeting, and credit reports/scores. Dates/locations of such seminars shall be as proposed by WPCU and approved by the University.
  - 3.5.8. The Parties shall collaborate to identify additional opportunities for sponsorship or marketing that may be in their mutual interest.
- 3.6. WPCU shall have the right to place signs advertising the Program in mutually agreeable locations on the University's campuses. WPCU shall request the University's prior written consent (via the University's Director of Marketing) to size, content, and colors of any signage and the University agrees to act in good faith in approving or rejecting any signage giving reasonable consideration to WPCU's preferences and brand; in the absence of extraordinary circumstances, the University shall review or reject WPCU signage requests within fourteen (14) days. WPCU shall be responsible for the costs of producing and installing signage described in this Paragraph. Signage shall be of high-quality material and construction, aesthetic design, and of appropriate size.
  - 3.7. Subject to the provisions of Schedule C, and as limited other provisions of this Agreement and the appended instruments, WPCU shall be the sole Financial Institution permitted by the University to place sponsorship/support messages at events conducted by the University's athletics department, including athletics events that occur at the Nutter Center. Placement of such messages will be coordinated by the University's Athletics Director (or designee) and the Nutter Center Administration, on behalf of the University, and WPCU Vice-President of Marketing (or equivalent), on behalf of the WPCU. Unless otherwise specified, any reference to "athletics" in this Agreement (including any Schedule) shall refer to the University's NCAA athletics program and official intramural athletic events.

- 3.7.1. Schedule C specifies the details of messages that will be allocated to WPCU as part of this Agreement. WPCU shall have the right to place additional messages, subject to availability, at the University's standard rates.
- 3.7.2. If the WPCU desires to distribute promotional materials at any of the University's athletics events, such materials shall be submitted at least fourteen (14) days in advance for review by the University's Associate Athletics Director for External Operations. The University agrees to act in good faith in approving or rejecting any promotional materials giving reasonable consideration to WPCU's preferences and brand.
- 3.8. Additional sponsorship, advertising and promotional opportunities at WSU's athletic facilities, including but not limited to: The Nutter Center, Nischwitz Baseball Stadium, McLin Gym, Alumni Field, Softball Field and any other athletic facilities under control of authority of WSU, may be available for additional cost.
- 3.9. Other athletics and Ervin J. Nutter Center benefits including: use of a corporate box during any public ticketed event, athletic event tickets and Berry Room rental. See Schedule C.
- 3.10. In furtherance of the Program, the Parties hereby grant to one another a limited license to use one another's name and Marks on press releases and marketing/promotional materials related to the Program. A Party will obtain the other Party's prior written authorization of any such use. Either Party may rescind this license at any time, upon notice to the other Party, for a Party's failure to comply with this Paragraph, for misuse of their mark by the other Party, or for other cause.
4. Term and Renewal.
- 4.1. The Term of this Agreement shall commence upon its execution by authorized representatives of the Parties, and continue for an initial period of five (5) years from the date of commencement. If the University makes a request at least ninety (90) days before the end of the initial term, then the Parties shall meet at least sixty (60) days before the end of the initial term to determine whether there is mutual assent to extend the term of the Agreement for a single three-year renewal period. Any such renewal shall be agreed to in writing by the Parties, and no competitive bidding shall be required unless the same is required by law.
5. Confidential Information.
- 5.1. Any and all information, the release of which is prohibited by state or federal law or regulation, is subject to the protections of the Family Educational Rights and Privacy Act (FERPA), or protected by the Gramm Leach Bliley Act (GLBA) and obtained by WPCU constitutes Confidential Information.
- 5.2. WPCU agrees to hold the "Confidential Information" in strictest confidence. WPCU shall not use or disclose Confidential Information received from or on behalf of University or any of its students, faculty, or staff except as permitted or required by contract or by law, or as otherwise agreed to in writing by University. WPCU shall

implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted Confidential Information.

- 5.3. WPCU may require the University to agree to reasonable assurances of non-disclosure as a condition precedent to WPCU's disclosure of confidential information. Any such assurances shall be consistent with the University's obligations under the Ohio Public Records Act.
6. Financial Contingencies. The University's performance of this Agreement is contingent upon the adequate appropriation of funds by the state of Ohio. Should the state fail to appropriate adequate funds in any biennium, then, in the sole discretion of the University, the University shall have the right to rescind this Agreement without further financial obligation to WPCU.
7. Financial Support.
  - 7.1. WPCU shall provide total financial support to the University in the amount of Four Million Seven Hundred and Seventy-Five Thousand Dollars (\$4,775,000.00) in combined support and scholarship over the initial Term (the "Total Support"). Except as provided elsewhere herein, the Total Support shall be allocated as follows (the "Default Allocation"):
    - 7.1.1. One-Time Signing Bonus: Two Hundred Seventy-Five Thousand Dollars (\$275,000.00), due within thirty (30) days of contract award, allocated at the University's sole discretion;
    - 7.1.2. Base Annual Royalty Payment: One Hundred Twenty Thousand Dollars (\$120,000.00), allocated at the University's sole discretion;
    - 7.1.3. Annual support for the University's Wright1 Card Program: Twenty Thousand Dollars (\$20,000.00);
    - 7.1.4. Annual financial support for on-campus financial literacy programs: Sixty Thousand Dollars (\$60,000.00);
    - 7.1.5. Annual support for on-campus student organizations and student programming initiatives: Forty Thousand Dollars (\$40,000.00);
    - 7.1.6. Annual support for Fall Term Move-In and First-Week Events: Twenty Thousand Dollars (\$20,000.00);
    - 7.1.7. Annual rent for branch office space (appx. 1,000sq.ft. in the University's Student Union: Twenty-Five Thousand Dollars (\$25,000.00);
    - 7.1.8. Annual support for Athletic Programs and Nutter Center: Two Hundred Thousand Dollars (\$200,000.00);

- 7.1.9. Annual Support for Employment of Student Interns or Alternative Contribution to the University: One Hundred Forty Thousand Dollars (\$140,000.00);
- 7.1.10. Annual Support for Scholarship (through WSU Foundation): Two Hundred Seventy-Five Thousand Dollars (\$275,000.00).
- 7.2. The University shall have discretion to re-allocate the Total Support. The University shall consult with WPCU before re-allocating any portion of Total Support.
8. WPCU Representations and Warranties.
- 8.1. Drug-Free Workplace: WPCU shall comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces, and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work described in the competitive bid transfer, use, possess, purchase, illegal drugs or alcohol, or abuse prescription drugs in any way.
- 8.2. Non-Discrimination: Pursuant to R.C. 125.111, WPCU agrees that WPCU, any subcontractor, and any person acting on behalf of WPCU or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work described in the competitive bid. WPCU further agrees that WPCU, any subcontractor, and any person acting on behalf of WPCU or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the work described in the competitive bid on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- 8.3. Affirmative Action Plan: WPCU represents that it is not presently required by law to have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to R.C. 125.111(B). Prospectively during the Term, WPCU shall be and remain in compliance with all federal, state, and local non-discrimination laws and regulations.
- 8.4. Conflict of Interest: No personnel of WPCU who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any of the work specified in the competitive bid shall, prior to the completion of the work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of the resulting agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the University in writing. Thereafter, he or she shall not participate in any action affecting the work, unless the University determines, in its sole discretion, after consulting with the Ohio Ethics Commission and the Ohio Attorney General, that,

in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

8.4.1. The University and WPCU acknowledge and agree that WPCU has previously disclosed to the University that WPCU's CEO, at the time of the competitive bid process and execution of this Agreement, serves on the University's Board of Trustees.

8.5. Ethics Compliance: WPCU represents, warrants and certifies that it and its employees engaged in the administration or performance of work described in the competitive bid are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. WPCU further represents, warrants, and certifies that neither WPCU nor any of its employees will do any act that is inconsistent with such laws.

8.6. Qualification to Do Business: WPCU affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of the contract that results from the competitive bid WPCU, for any reason, becomes disqualified from conducting business in the State of Ohio, WPCU will immediately notify the University thereof in writing and will immediately cease performance of the work.

8.7. Findings for Recovery and Debarment: WPCU warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24. WPCU represents and warrants that it is not debarred from consideration for contract awards by any governmental agency.

8.8. Boycotting: Pursuant to R.C. 9.76(B), WPCU warrants that WPCU is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

## 9. General Provisions.

9.1. Neither Party may subcontract its respective rights or obligations under this Agreement without the prior written authority and consent of the other. WPCU may contract any part, but not the whole, of its responsibilities hereunder to one or more of the following subcontractors: Brinks US, Inc.; QSI Banking, Inc.; CenturyLink; and/or Spectrum Enterprise. Contractors may not be substituted without the University's prior written consent.

9.2. Any dispute arising under this Agreement shall be resolved through application of the internal laws of the state of Ohio, without giving effect to any choice of law provisions therein. Any dispute shall be litigated, if at all, exclusively in a court of competent jurisdiction within the state of Ohio.

9.3. The appended Schedules A-1, A-2, B, and C are hereby incorporated into and made a part of this Agreement, together with the University's Competitive Bid Terms and Conditions.

- 9.4. Any notices or communications required or permitted to be given hereunder shall be (a.) given in writing, and (b.) personally delivered or mailed, prepaid, certified mail or overnight courier to the Party to whom such notice or communication is directed at the following address (which may be amended from time to time by the Party, with notice to the other Party):

**Wright State University**

Attn: Lindsay Range  
344 University Hall  
3640 Colonel Glenn Highway  
Dayton, Ohio 45435

**Wright-Patt Credit Union, Inc.**

Attn: Tracy Szarzi-Fors  
3560 Pentagon Boulevard  
Beavercreek, Ohio 45431

-with copy to-

-with copy to-

Wright State University  
Office of General Counsel  
3640 Colonel Glenn Highway  
Dayton, Ohio 45435

Wright-Patt Credit Union, Inc.  
General Counsel  
3560 Pentagon Boulevard  
Beavercreek, Ohio 45431

- 9.5. Each Party shall notify the other in writing of any material breach of the other's duties under this Agreement. Unless cure would be impracticable, each Party shall be entitled to a reasonable opportunity to cure any material breach by the Party. In the absence of extraordinary circumstances, thirty (30) days shall constitute a reasonable opportunity to cure. A material breach of a Party's duties hereunder, which breach cannot reasonable or practicably be cured within a reasonable period of time, or which remains uncured after the expiration of the applicable period, shall constitute a default of this Agreement with respect to which the other Party shall have all applicable legal remedies.
10. Each signatory represents and warrants that he/she is the duly authorized agent, who holds legal authority to execute and deliver this instrument. Each Party represents and warrants to the other that the Party's performance of this Agreement has been duly authorized by the Party's management.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below:

**WRIGHT STATE UNIVERSITY**

**WRIGHT-PATT  
CREDIT UNION, INC.**

DocuSigned by:

*Gregory P. Sample*

394D40E5B6F74E7...

**By: Gregory P. Sample**

**Its: Executive Vice President, Chief  
Operating Officer**

**Date**

DocuSigned by:

*Timothy J. Mislansky*

EE939A487072422

**By: Tim Mislansky**

**Its: Chief Strategy Officer**

**Date**

## Schedule A-1

### Financial Sponsorship and Support

#### Terms and Conditions

1. **One-Time Support.** Upon execution of the Agreement, WPCU shall pay a one-time signing bonus.
2. **Recurring Support.** Upon execution of this Agreement, and thereafter for the remainder of the Term on the annual anniversary of the execution of this Agreement, WPCU shall make the following support payments to the University:
  - 2.1. **Rent:** Annual rent for Student Union retail office space and up to four (4) additional ATMs on the Dayton Campus separate from the retail branch office on campus. See Schedule B: Retail Financial Institution Branch and ATM/PTM Lease Terms and Conditions.
  - 2.2. **Annual Scholarship:** A consideration in the University's decision to award this contract is WPCU's pledge of ongoing support of the University's academic mission through financial scholarships. WPCU shall make an annual pledge/contribution through and administered by the Wright State University Foundation during each year of the Term to fund student scholarships.
  - 2.3. **Financial Literacy:** Which shall be earmarked for financial literacy programs specified in Paragraph 9.6 of the competitive bid.
  - 2.4. **Student Programming / Student Organizations.** Which shall be allocated to the WSU Foundation, and earmarked for student programming and student organizations in collaboration with WPCU's Marketing. The University acknowledges and agrees that the compensation set forth in this section shall also act as sufficient consideration to designate WPCU as the Official Financial Institution sponsor of the WPCU-sponsored activities set forth in the Agreement.
  - 2.5. **Athletics Sponsorship / Ervin J. Nutter Center.** Which shall be allocated at the University's discretion between the University's athletics program and operations at the University's Ervin J. Nutter Center. See Schedule C for sponsorship details.
  - 2.6. **Royalty Payments.** An annual royalty payment equal to One Hundred Twenty Thousand (\$120,000.00) Dollars.
  - 2.7. **Move-In and Welcome Week Programming.** Which shall be allocated to the WSU Foundation and earmarked for operations, programming, and events during the University's residence hall "Move-In Day" and "Welcome Week" during the first week of classes.

2.8. **Wright1 Card Sponsorship.** Annually to defer some of the University's costs associated with operating the Wright1 Card program.

3. **Student Interns.** WPCU shall be solely responsible for all costs and expenses associated with the Student Internship program described in Section 2.6, and related subsections at the financial levels defined in Schedule A-2 Financial Support (which funds shall be used by WPCU to defray its costs of compensating and supporting the student interns, and not paid to the University). WPCU shall retain sole discretion with respect to the scope of duties, compensation, and individual retention decisions of the student intern program; provided, however, that WPCU agrees to use its reasonable best efforts to execute the student intern program at the levels outlined below. To the extent that the financial commitments for student intern funding in any year of the term are not fully expended by WPCU, the parties agree that such funds shall be remitted by WPCU to the University (or to a non-profit entity designated by the University) provided that such funds shall be allocated towards University student scholarships. WPCU shall have no duty to make the donation specified in Section 2.6.3 with respect to any financial shortfall of the student internship program funding during Year 1 of the Term, if during Year 1 of the Term WPCU acts reasonably and in good faith to establish, staff, and support the student internship program
4. The University shall invoice WPCU once upon execution of the Agreement, and thereafter annually during the second quarter of the calendar year, for payment of all sponsorship payments and the annual lease payment set forth in Schedule B. Payment shall be due within thirty (30) days of WPCU's receipt of any such invoice. Amounts remaining unpaid after 30 days shall accrue interest at the rate of two (2%) percent per month.
5. Except as specifically provided herein to the contrary, the University shall have absolute discretion to allocate all or any part of any WPCU sponsorship payment to the particular internal funds or funds (including, without limitation, the University's general fund) that the University determines, in its sole discretion, will most effectively contribute to the University's operations.
6. The University shall report to WPCU upon WPCU's written request on the University's use of WPCU's sponsorship payments. Similarly, WPCU shall report to the University upon the University's written request on WPCU's hiring of Student Interns. Such reports may be in a manner and form mutually agreeable to the Parties.
7. Rent payable under Schedule B is not considered part of the sponsorship described above, however, such rent is included in the amount due as calculated in this Schedule for the sole purpose of simplifying the Parties' accounting and payment.

## Schedule A-2

Schedule A-2 for Wright State University Bid # 800620 Retail Financial Institution Branch Services DUE DATE: April 3, 2020						
Item #	Description	Preferred Annual Thresholds for Financial Support			Total Preferred Support Threshold	Indicate Dollar Amount Bidder Will Provide For Each Item # Dollar Amount Offered
		Sponsorship	Scholarship	Other		
1	One time Signing Bonus			\$ 275,000	\$ 275,000	\$ 275,000
2	Base Annual Royalty Payment			120,000	120,000	120,000
2a	Premium Level 1, in addition to Base Annual Royalty Payment (# Fall Headcount = 14,000 students)			-	-	-
2b	Premium Level 2, in addition to Base Annual Royalty Payment (# Fall Headcount = 15,000 students)			-	-	-
3	Annual Support for Wright 1 Card Program	20,000			20,000	20,000
4	Annual Scholarship Pledge through WSU Foundation		275,000		275,000	275,000
5	Annual Financial Literacy Support	60,000			60,000	60,000
6	Student Organization/Programming Initiatives	40,000			40,000	40,000
7	Fall Semester Move-in Weekend & First Week Events	20,000			20,000	20,000
8	Annual Rent for Student Union Retail Office Space (approximately 1,000 square feet) and up to four ATMs on campus			25,000	25,000	25,000
9	Annual Support for Nutter Center & Athletic Programs	200,000			200,000	200,000
10	Annual support for employment of student interns and/or additional student scholarship support			140,000	140,000	140,000
<b>Total Annual Support Target</b>					<b>900,000</b>	<b>900,000</b>
Targeted Financial Support over 5 Year Contract (\$900,000 x 5)					\$ 4,500,000	\$ 4,500,000
Plus: One-time signing bonus					275,000	275,000
<b>Total Support Target</b>					<b>\$ 4,775,000</b>	<b>\$ 4,775,000</b>

**Schedule B: Retail Financial Institution Branch and  
ATM/PTM Lease Terms and Conditions**

1. **Lease.** Lessor hereby leases the Premises to Lessee, and Lessee hereby leases the Premises from Lessor, subject to the provisions of this Lease.
2. **Leased Premises.**
  - 2.1. The “Premises” shall consist of approximately 1,000 square feet of space generally described as “Room E084” Student Union, Wright State University, 3640 Colonel Glenn Highway, Dayton, Ohio 45435.
  - 2.2. The “Premises” shall also include physical space for up to a total of four (4) ATMs/PTMs (in addition to any ATMs/PTMs that WPCU maintains in its on-campus branch office) on the University’s Dayton Campus.
3. **Usage.**
  - 3.1. Lessee shall use the Premises described in Paragraph 2.1 exclusively for the operation of a full-service retail branch, and the Premises described in Paragraph 2.2 exclusively for the operation of ATMs/PTMs. Lessee shall not cause or permit waste, or any use of the Premises that is unlawful, improper, noxious, or offensive.
  - 3.2. Lessee shall observe and keep regular business hours roughly in accordance with those observed and kept at Lessee’s other retail branch offices in the Dayton metropolitan area. Lessee shall have the right to offer reduced days and hours, and reduced services, during those times when Lessor’s classes are not in session (e.g. during winter and spring break, etc.), provided that Lessee shall coordinate such reductions with Lessor in advance, and provided further that such reductions shall not amount to an actual or constructive discontinuation of services at Lessee’s on-campus branch office.
  - 3.3. Lessor warrants that it has full right, power, and authority to enter into this Lease. Provided that Lessee complies with and observes and performs according to the terms of this Lease, Lessee shall have at all times peaceful and quiet use and enjoyment of the Premises without undue encumbrance or hindrance by Lessor.
4. **Term.** The Term of this Lease (the “Lease Term”) shall be for sixty (60) months, unless terminated earlier as provided herein.
5. **Rent.** Lessee shall pay Lessor rent in the amount of Twenty-Five Thousand Dollars (\$25,000.00) per year. Rent shall be invoiced annually and shall be incorporated as part of the annual billing done by the Office of the Bursar during the second quarter of the calendar year along with the other non-scholarship financial support as detailed in Schedule A-2. The annual pledge reminder for student scholarship support will be sent separately by the WSU Foundation. Payment shall be due within thirty (30) days of

WPCU's receipt of any such invoice. Amounts remaining unpaid after 30 days shall accrue interest at the rate of two (2%) percent per month.

6. **Security Deposit.** No security deposit is required, and no security deposit has been paid or collected.
7. **Assignment and Subletting.** Lessee shall not sub-lease, transfer, or otherwise assign any of Lessee's rights or responsibilities hereunder without Lessor's prior written authorization, which authorization shall be in Lessor's sole and absolute discretion.
8. **Taxes and Government Compliance.** Lessor shall be solely responsible for payment of all applicable taxes, levies, assessments, licenses, and other public charges which may be legally levied, assessed, charged, or imposed on the Premises, except where the same results from Lessee's occupancy. Lessee shall be responsible for any such charges resulting from Lessee's occupancy and/or operations on the Premises.
9. **Signage.** All signs, symbols, or other materials placed by Lessee in or on the windows, doors, and external walls of the Premises, or on any part of the exterior of the building which includes the Premises, shall be subject to Lessor's prior written approval. Lessee shall be responsible for complying with applicable laws related to the posting of such materials. At the end of Lessee's tenancy, Lessee shall remove or cause to be removed all such materials, and shall be responsible for the costs of repairing any injury caused by the posting or removal of the same.
10. **Right of Entry.** Lessor shall have the right to enter into the Premises at reasonable times, upon reasonable notice, and at reasonable intervals, for the purpose of examining or inspecting the Premises, for making such repairs or alterations as Lessor shall reasonably deem to be necessary or convenient, and within the last three (3) months of the Lease Term, for the purpose of showing the Premises to prospective tenants. Absent extraordinary circumstances, twenty-four (24) hours advance notice of Lessor's intent to enter the Premises shall be presumed reasonable.
11. **Alterations, Trade Fixtures, Additions, and Improvements.**
  - 11.1. Lessee shall be responsible for providing carpeting, intrusion detection and alarms, intrusion prevention measures, and all other furnishings and equipment customarily used for the conduct of Lessee's business.
  - 11.2. Lessee shall not make any alterations, additions, or improvements on or to the Premises, or the exterior thereof, without first obtaining Lessor's prior written authorization of the same. Any such alterations, additions, or improvements shall be at Lessee's sole cost, and shall become the Lessor's property and shall remain on the Premises and be surrendered with the Premises as part thereof at the conclusion of Lessee's tenancy, except that Lessor may require Lessee to remove any such alterations, additions, or improvements at the conclusion of Lessee's tenancy, and Lessee shall comply with such instructions at Lessee's sole cost. This Paragraph shall not be construed to prevent Lessee from removing office machinery, equipment, and trade fixtures that are customarily used in Lessee's business.

11.3. Except as specifically provided herein, Lessee shall surrender the Premises in good condition and repair upon the conclusion of Lessee's tenancy, and shall be responsible for the costs of remediating any damage caused or permitted to be caused thereto during Lessee's tenancy. This Paragraph shall survive termination of the Lease.

12. **Maintenance and Repairs.** Lessee shall be responsible for maintaining the Premises in a clean, sanitary, and professional condition suitable commensurate with the condition of Lessee's other facilities in the Dayton metropolitan area, and for repairing the Premises, at Lessee's sole cost and subject to the provisions of this Lease. Lessee's responsibilities shall extend "in" from the building's superstructure, including flooring (but not subflooring, unless installed by Lessee), walls (but not studs or framing, unless installed by Lessee), and drop ceiling (but not beams, joists, rafters, or trusses, unless installed by Lessee).

13. **Damage or Destruction of Premises.** If the Premises are substantially damaged or destroyed, Lessor may, in Lessor's sole option, repair or restore the Premises to the condition that existed immediately prior to such damage or destruction, or terminate this Lease as of the date of such damage or destruction.

13.1.1. If such damage or destruction was not caused by Lessee, and if Lessor does not terminate this Lease as permitted above, Rent shall be abated during the period of any restoration or repair of the Premises in proportion to the floor area of the Premises of which Lessee is deprived as a result of such damage or destruction or the repair or restoration necessitated thereby bears to the total floor area of the Premises. Notwithstanding the foregoing, if Lessor determines, in Lessor's sole discretion, that damage to the Premises is immaterial or insubstantial, Lessor shall cause the Premises to be repaired and restored as soon as reasonably practicable, and in such event Rent shall not be reduced.

13.1.2. Unless this Lease is terminated by Lessor as provided in this section, this Lease shall remain in full force and effect and Lessor shall proceed with due diligence to restore, repair, and replace the Premises to substantially the same condition as they were prior to such damage or destruction. Lessor shall be under no duty to restore any of Lessee's alterations, improvements, or additions unless the same are covered by proceeds of insurance designated for such alterations, improvements, or additions and available to Lessor.

14. **Insurance.**

14.1. Lessee shall furnish proof of insurance coverage provided by companies reasonably satisfactory to Lessor; such policies shall provide that coverage may not be reduced in amount or terminated upon less than thirty (30) days' prior written notice to Lessor. Lessor shall be named an additional insured on any such policies. Lessee shall keep the listed insurance coverage in force during the entire period of Lessee's tenancy, and shall provide copies of such insurance policies to Lessor upon request. Insurance shall include, without limitation:

- 14.1.1. Workers' compensation coverage, including occupational disease coverage, through the Bureau of Workers' Compensation;
- 14.1.2. Comprehensive General Liability Coverage with minimum limits for bodily injury liability of at least five hundred thousand (\$500,000.00) dollars per person and one million (\$1,000,000.00) dollars per occurrence , and at least five hundred thousand (\$500,000.00) dollars for property damage liability. Lessee may alternatively provide proof of combined single-limit coverage of one million (\$1,000,000.00) dollars for bodily injury liability and property damage liability per occurrence. The comprehensive general liability coverage shall include, without limitation, coverage for premises and operations liability, contractual liability, personal injury liability, and broad form property damage liability.
- 14.1.3. Vehicle liability coverage with minimum limits for bodily injury liability for five hundred thousand (\$500,000.00) for each person and one million (\$1,000,000.00) dollars for each occurrence and a minimum limit of two hundred thousand (\$200,000.00) dollars for property damage liability per occurrence. Lessee may alternatively provide proof of combined single limit one million (\$1,000,000.00) dollars for bodily injury and property damage liability for each occurrence.
- 14.2. Lessee assumes the entire responsibility and liability for losses, expenses, damages, demands, and claims in conjunction with or arising out of any injury, including death, or alleged injury, or damage, or alleged damage to property sustained or allegedly sustained in connection with this Lease, including losses, expenses, and damages sustained by Lessor. Lessee shall indemnify and hold harmless the Lessor and its agents, servants, trustees, attorneys, officers, employees, and insurers from the foregoing and any such losses, expenses, damages, demands, and claims. Lessee shall, to the extent permitted by law, defend any such suit or action brought against Lessor, its agents, servants, and employees based upon any such alleged injury or damage, and shall pay all damages, costs, and expenses, including attorneys' fees, in connection therewith or resulting therefrom. This Paragraph shall survive termination of the Lease.
- 14.3. Lessor shall not have any responsibility or liability for equipment or merchandise owned or leased by Lessee which is lost, stolen, or damaged while on Lessor's premises.
- 14.4. Lessee shall immediately notify Lessor of the loss, destruction, or damage to Lessor's property, and shall furnish Lessor with a statement concerning any such loss in such detail as Lessor may require.
- 14.5. Claims by either Party shall be made in writing to the party liable within a reasonable amount of time of the first observance of such damage.
- 14.6. It is understood that Lessee's insurance shall be "primary" for all losses proximately caused by Lessee's employees, agents, invitees, or licensees. If Lessee receives any compensation for or as a result of any insurance claim involving loss, damage, or destruction to the Premises, and if Lessor undertakes to restore the

Premises, Lessee shall surrender to Lessor the full amount of such insurance compensation, up to the full amount of Lessor's costs associated with such restoration.

15. **Utilities.** Lessor shall provide, at Lessor's cost, telephone and electrical service lines to a central box within the Premises described in Paragraph 2.1, and to a utility box located at the Premises described in Paragraph 2.2. Lessee shall, at Lessee's sole cost, install and maintain service lines from the central box or utility box, as applicable, to other locations within or about the Premises that Lessee deems necessary or desirable. Lessee shall have, at Lessor's cost, reasonable use of Lessor's electrical, water, and HVAC systems and services for the Premises described in Paragraphs 2.1 and Paragraph 2.2. Lessee shall be solely responsible for all telecommunications services used in Lessee's business, including data service for Lessee's ATMs/PTMs, which shall not be on Lessor's telecommunications equipment.
16. **Parking.** Lessee's employees, customers, and agents will be subject to Lessor's regular policies, rules, and restrictions concerning parking. Lessee will cooperate with Lessor's Public Safety and Parking Services to minimize disruption to Lessor's operations caused by Lessee's patrons and customers.
17. **Advertising.** Lessee will not use Lessor's name or Marks, or refer to Lessor in any advertisement or promotional materials without Lessor's prior written authorization. This Paragraph shall not preclude Lessee from describing the location of Lessee's facilities in the Premises.
18. **Disability Access.** Lessee will comply, at Lessee's sole cost, with all applicable laws and regulations concerning disability access. Lessee will make reasonable efforts to accommodate persons with disabilities, and to provide full access and use of Lessee's facilities and premises to such individuals.
19. **Sanitation.** Lessee will maintain the Premises in a clean and sanitary condition, at Lessee's sole expense. Lessee will reasonably cooperate with, and follow the recommendations of, Lessor's pest control contractor.
20. **Holdover Tenancy.** Should Lessee hold over beyond the Lease Term and without a formal renewal or extension, such tenancy shall be considered a tenancy at sufferance, terminable by either Party upon not less than thirty (30) days prior written notice, on the same terms and subject to the same monthly Rent as provided in this Lease.
21. **Termination by Lessor.**
  - 21.1. Each of the following occurrences shall confer upon Lessor the immediate and absolute right to terminate Lessee's tenancy:
    - 21.1.1. Lessee's failure to pay any amount, including Rent, payable under this Lease within fifteen (15) days of the date when due.

- 21.1.2. Lessee's breach of any material provision of this Lease, provided that the same shall continue for at least fifteen (15) days from the date Lessor serves written notice thereof.
- 21.1.3. Lessee's voluntary entry into any bankruptcy, receivership, or other insolvency proceedings; Lessee's adjudication of bankruptcy or insolvency by any tribunal of competent jurisdiction; Lessee's involuntary entry into any bankruptcy, receivership, or other insolvency proceedings, provided that the same are not discharged within sixty (60) days of the commencement thereof; or Lessee's assignment for the benefit of creditors.
- 21.1.4. Lessee's abandonment of the retail branch premises for more than thirty (30) days.
- 21.2. Upon termination of Lessee's tenancy as provided in Paragraph 21.1, Lessee shall pay to Lessor upon demand: all costs and expenses (including reasonable attorneys' fees), together with interest thereon at the statutory rate, incurred by Lessor in enforcing any of the covenants contained in this Lease, or in remedying any breach by Lessee, in recovering possession of the Premises, in collecting delinquent Rent or other amounts due under this Lease, or in connection with any litigation commenced by or against Lessee to which Lessor—without fault on Lessor's part—shall be made a party or threatened to be made a party, or in asserting or enforcing any of Lessor's other rights, whether conferred by statute, regulation, contract, or otherwise. If Lessee shall fail to make payment or take any action as provided in this Lease, then Lessor, at Lessor's expense, may, but shall not be obligated to, make such payment or take such action on Lessee's behalf, and Lessee shall thereafter promptly reimburse Lessor upon demand for the full amount so paid, or the cost or expense incurred by Lessor.
- 21.3. Lessee shall remove all of Lessee's property from the Premises within ninety (90) days from the end of Lessee's tenancy. Any of Lessee's property remaining on the Premises more than ninety (90) days after the termination of Lessee's tenancy shall be deemed to have been abandoned, and may be disposed of by Lessor at Lessor's sole discretion. Lessor shall have no responsibility for storing or returning any of Lessee's property so abandoned. If Lessor elects (in its sole discretion) to remove and/or store any of Lessee's property remaining in the Premises more than ninety (90) days after the end of the Lease Term, Lessor shall notify Lessee of the costs thereof, and Lessee shall promptly reimburse Lessor for the same.

## 22. Security.

- 22.1. Lessee shall be solely responsible for installing and maintaining reasonable and appropriate security measures, which may include (at Lessee's reasonable discretion) systems and security measures designed to: deter unauthorized access to the Premises, to monitor and alert authorities to unauthorized access to the Premises, to monitor access and use of the Premises during operating hours, and to detect fires, floods, and other perils. Any such systems shall be connected, at

Lessee's sole cost, to Lessor's security control center. Lessee shall pay, upon the same terms and at the same costs as Lessor's internal offices and divisions, the costs of monitoring such systems.

23. **Successors and Assigns.** Each and every covenant, term, provision, condition, and other right or responsibility conferred under this Lease shall be binding upon and inure to the benefit of each of the Parties and their respective successors and permitted assigns.
24. **Notices.** Except as otherwise specifically provided herein, all notices shall be given according to the terms of the Agreement.
25. **Recording.** Lessee shall not record this Lease. Should Lessee determine that it is necessary or desirable to document the existence of its tenancy in the public record, the Parties shall collaborate to develop a memorandum of lease which the Parties mutually agree to be in a form that is appropriate for recording in the office of the county recorder.
26. **Capitalized Terms.** Definitions. Except as specifically provided herein to the contrary, all capitalized terms used herein shall have the same definition as specified in the Agreement.
27. **Hazardous Materials.** Lessee shall not store or permit the storage of any hazardous materials on Lessor's property or within the Premises. Lessee indemnifies and holds Lessor harmless from and against all demands, claims, causes of action, suits, proceedings, penalties, costs, liabilities, and other expenses of any kind which are brought against, or threatened to be brought against, Lessor that are proximately caused by Lessee's violation or claimed violation of this Paragraph. This Paragraph shall survive termination of the Lease.
28. **ATMs/PTMs.** Lessee shall operate four (4) ATMs/PTMs on Lessor's Dayton Campus (in addition to any ATMs/PTMs that Lessee may operate in its on-campus retail branch) during the Lease Term. Lessor shall not assess additional Rent for space occupied by the said four (4) ATMs/PTMs, provided that the same are minimally intrusive and do not materially and adversely affect Lessor's operations or ability to utilize the space for usual functions.
  - 28.1. Each ATM/PTM, other than those located within Lessee's on-campus retail branch, shall be at a location agreed-upon in advance by the Parties. Unless Lessor consents in writing in advance, Lessee shall not cease to operate or relocate any ATM/PTM once installed and operational, including the ATMs/PTMs that are installed and operational on the date this Lease is executed.
  - 28.2. Lessee shall be solely responsible for all costs associated with installation, maintenance, operation, repair, and servicing of its ATMs/PTMs on Lessor's premises, including without limitation utility installation and service charges, and costs associated with the installation, operation, and repair of appropriate security systems.
  - 28.3. If a Party determines that it is necessary or desirable to install an additional ATM/PTM on Lessor's premises, the Party shall promptly notify the other.

Unless prohibited by law, Lessee shall have the first opportunity to propose terms to install and operate any additional ATMs/PTMs on Lessor's premises.

29. **Miscellaneous.** The Miscellaneous provisions of the Agreement shall apply also to this Lease. In addition, the following provisions shall apply:

29.1. Except as specifically provided herein to the contrary, whenever this Lease confers a right or responsibility upon a Party, such right or responsibility shall apply "during Lessee's tenancy."

## Schedule C: Athletics and Ervin J. Nutter Center Sponsorship

### Terms and Conditions

#### 1. Marketing and Sponsorship

1.1. WPCU shall be the sole Financial Institution with Financial Services marketing, sponsorship, or advertising rights with respect to Wright State University Athletics and Campus Recreation. Notwithstanding this Paragraph, the University may enter into agreements for marketing, sponsorship, or advertising with (a.) entities that are not Financial Institutions, or (b.) Financial Institutions with respect to goods and services that are not Financial Services. See Section 1 of the Agreement and Section 2, Sub-sections 2.8 and 2.9 for further clarity as to what defines a Financial Institution and Financial Services under this Agreement.

1.2. WPCU sponsorship, advertising and promotional rights shall extend to all University athletic facilities which include Nischwitz Baseball Stadium, McLin Gym, Alumni Field, the Softball Field, and any other athletics facilities that the University may establish from time to time. These rights shall also include the Center during any University athletic event. However, WPCU's sponsorship, advertising, and promotional rights shall not encompass any University facility during any times when the same is leased or otherwise made available to a third-party for a non-university performance or other event.

2. Promotions. WPCU shall have the exclusive right among Financial Institutions to promote itself and its events and services as provided in this Paragraph. In every instance, WPCU shall be responsible for preparing high quality messages, signs, graphics, and other content for such advertisements. The University shall promptly update the content of WPCU's promotions upon receipt of WPCU's request, provided that the University shall have no obligation to process such updates more than once every fourteen (14) days. Initial signage shall be prepared at WPCU's sole cost, and thereafter the University shall be responsible for the reasonable costs associated with maintaining such signage. The Parties shall meet and confer at least annually on the quality and content of signage described in this Agreement. The University's duty to display any promotional message is expressly conditioned upon the University's operation of facilities that are capable of displaying such messages. The Parties shall meet and confer upon a suitable replacement for any display that the University discontinues or upgrades in a manner that affects its ability to honor any provision herein.

2.1. Court Logo Recognition. WPCU shall receive logo recognition in two (2) locations on the floor of the Center basketball court during all events in which the court is in use, as permitted by organizer.

2.1.1. Logo placements shall be on each half of the court and face the television side of the arena.

- 2.1.2. WSU shall cover the costs of the first graphics, as well as any subsequent graphics initiated by WSU. WPCU shall be responsible for all costs associated with changes requested by WPCU.
- 2.2. T-shirt Sponsorship. WPCU shall receive logo recognition on a total of twelve thousand (12,000) t-shirts to be given away at men's basketball games
  - 2.2.1. Three (3) separate shirt giveaways, with four thousand (4,000) shirts each, will take place each season
  - 2.2.2. WSU will be responsible for shirt designs. WPCU will receive one-color logo recognition on one sleeve.
- 2.3. Softball Field Signage. WPCU will work with WSU Athletics to create a graphic to appear on the back of the WSU Softball Field scoreboard.
- 2.4. Video Board Signage. During each University Men's and Women's regular season home basketball games, WPCU shall have rotation on the bottom LED ring of the main video board throughout the entire event.
- 2.5. Outdoor Marquee.
  - 2.5.1. WPCU shall have one large, permanent backlit sign on the front face of the Center's main billboard at the Center's main entrance on the corner of North Fairfield Road and Colonel Glenn Highway. The parties acknowledge the university may replace the existing marquee at some time during the term of the Agreement. If permanent signage is removed as a part of the upgrade, WPCU shall have comparable digital presence on any new or replacement marquee.
  - 2.5.2. WPCU shall have a message in rotation on two (2) rotating, digital graphics on the digital billboard at the Center's main entrance on the corner of North Fairfield Road and Colonel Glenn Highway.
- 2.6. Arena Bowl Signage. WPCU shall have one (1) large, backlit sign next to the "Time of Day" clock in the Center bowl during any University event.
- 2.7. Baseball Scoreboard. WPCU shall have one (1) panel on the front of the University's baseball scoreboard at all regular season home games.
- 2.8. Title Sponsorship Night. Once during the men's basketball regular season, and once during the women's basketball regular season, on a date mutually agreed upon in advance by the Parties, WPCU shall be the "title sponsor" of a home game. On those occasions, WPCU shall have the right to display its logo on the front cover of the game program, two (2) PA announcements during the game with concurrent display of WPCU's logo on the main video board, the opportunity to conduct a promotional activity or "spotlight" during a time-out, the opportunity to set up one (1) promotional table on the concourse, and the opportunity to distribute promotional items and information to event attendees.

- 2.9. Corporate Box. WPCU shall have, without additional cost, the right to use Center Luxury Suite 207 during any public ticketed event. WPCU and its guests shall comply with all policies applicable to the Suite, and with any policies the Center may establish, generally, for users of its luxury suites. WPCU shall have twelve (12) tickets for admission to the box, and two (2) parking passes, for every public event that will be performed at the Center. For events with multiple performances, WPCU shall have tickets to the performance of its choice, and the right to purchase tickets for the other performances at standard consumer prices. WPCU's use of the said luxury suite shall be subject to the terms of the Luxury Suite Agreement, appended hereto, which the Parties shall execute before WPCU's first use of the suite. WPCU shall have the opportunity, but not the obligation, to make improvements and renovations to the suite in accordance with the terms of the Luxury Suite Agreement. All improvements, other than signage, shall become the property of the University upon installation, and shall be surrendered to the University upon the end of the Term.
- 2.10. Athletic Event Tickets. WPCU shall have, without additional cost, and subject to all applicable rules and policies:
- 2.10.1. During each year of the Term, four (4) premium season tickets for the men's and women's basketball regular season home games.
- 2.10.2. During each year of the Term, two hundred (200) general admission tickets to any regular season home game(s) of the University's men's or women's basketball teams. Subject to availability, WPCU may use all of the tickets at once, or spread out across any number of games. WPCU shall coordinate its use of tickets with the University as far in advance as possible.
- 2.11. Berry Room Rental. WPCU shall have, at no additional cost, and subject to all applicable rules and policies, the use of the Center's Berry Room for one (1) occasion per year of the Term, subject to availability. WPCU will be responsible for all catering and custodial costs, and for any costs associated with the rental of A/V equipment.
- 2.12. Facilities and Branding Support. A facilities and branding support fund will be payable each year of the Term.
3. Additional Promotions. WPCU will have the right, subject to availability, to purchase additional promotional/sponsorship opportunities in accordance with the University's standard terms and prices.
4. Naming Rights. Nothing in this Schedule shall be construed to limit the University's ability to name, rename, sell, lease, convey or otherwise grant any naming rights to any University facility, or any part or component thereof.
5. Payments. WPCU's sponsorship obligations are set forth in Schedule A-2.



**Purchasing Department**  
3640 Colonel Glenn Hwy.  
Dayton, OH 45435-0001  
(937) 775-2411  
FAX (937) 775-3711

## **Competitive Bid** **Terms and Conditions**

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### **ETHICSPPOINT HOTLINE**

Wright State University recognizes the importance of preventing, detecting, and correcting violations of law and university policy and has established a confidential hotline. When you call 1-855-353-3783 (24 hours a day) you do not have to give your name, but please give detailed information regarding your concern. For further information, please visit:

<https://www.wright.edu/equity-and-inclusion/title-ix-gender-based-violence/anonymous-reporting>

Rev. 3/2/20

## 1. **DEFINITIONS OF TERMS**

Wherever the following terms appear, they shall have the meanings set forth opposite each.

- 1.1 Owner, University, WSU: The owner or University or WSU shall be WRIGHT STATE UNIVERSITY, Dayton, Ohio.
- 1.2 Contractor: The party or parties (in case of a multiple award) awarded the contract, its heirs, executors, administrators, successors or assignees.
- 1.3 Sub-contractor: Any person, persons, firm, company, partnership, corporation or other business association with the contractor to perform a part or all of the contract.
- 1.4 Proposer: Any invited firm or individual who submits a proposal to fulfill the conditions and terms of the competitive bid.
- 1.5 Firm: Any qualified potential proposer.

## 2. **OBSERVANCE OF LAWS AND REGULATIONS**

- 2.1 In performing the services required under a contract, Contractors will be required to comply with all applicable federal, state and local laws, statutes, ordinances and regulations, particularly including but not limited to the Ohio ethics laws, and obtaining at its own expense requisite permits, license and certifications; observing all requirements relating to fair and minimum wages and conditions of employment; to provide equal opportunity to all employees or persons, without regard to their race, sex, color, religion, ancestry, national origin, age disability, veteran status or sexual orientation, and remaining at all times in compliance with all executive orders issued or that may be issued by federal or state agencies with regard to equality of opportunity, including those dealing with affirmative action.
- 2.2 University agrees to provide all cooperation reasonably necessary for such compliance. In addition, Contractor shall also comply with all University Police Department, parking and other policies and regulations as may currently and/or in the future pertain to service under the contract. These laws, ordinances, regulations and policies shall apply to the contract throughout and they will be deemed to be included in the contract the same as though written out in full.
- 2.3 The Contractor shall secure and pay for all federal, state and local licenses and permits required in the operation of their business. Contractors shall also pay for any and all taxes and assessments attributable to its association with the providing of services requested herein including but not limited to sales taxes, excise taxes, property taxes and federal, state and local income taxes.

2.4 The Contractor will assure that all payroll checks are covered with sufficient funds prior to issuance of checks. Contractor will also timely pay all associated Worker's Compensation, Social Security, related payroll taxes or benefits as may be required by city, state or federal law and retirement benefits.

2.4.1 Discovery of payroll-related infractions will be grounds for immediate contract termination with 30 days written notice. Such termination may occur without notice of a "cure" period unless proven to be a banking error.

2.5 By submitting a proposal, contractor agrees to comply with the following:

2.5.1 It is agreed between Proposer and Wright State that, notwithstanding anything to the contrary in the Agreement or in any prior or subsequent addendums or amendments to the Agreement, Wright State and Provider shall comply with all applicable provisions of the Identity Theft Red Flags Rule, 16 C.F.R. § 681 (2007) ("Red Flags Rule") and any comparable laws, rules or regulations promulgated by any federal or state government or agency involving identity theft red flags and notice of address discrepancy, including any applicable future amendments or revision to the Red Flags Rule or other laws, rules or regulations. Without limiting the generality of the preceding sentence, Provider agrees to comply with any identity theft red flag and address discrepancy program ("Red Flag Program") promulgated by Wright State and to take all necessary steps, including developing its own Red Flag Program, to protect any identity information received pursuant to the Agreement.

2.6 This Agreement shall be governed by and in accordance with the laws of the State of Ohio. Any legal action arising pursuant to this Agreement shall be brought in a court of competent jurisdiction in the State of Ohio.

### **3. OBSERVANCE OF UNIVERSITY PARKING REGULATIONS**

3.1 Contractors are prohibited from parking on sidewalks and near buildings. Parking near buildings for short duration's for delivery of materials is permissible.

3.2 Contractor vehicles parked on sidewalks will be subject to traffic citations.

3.3 Contractor vehicles must have proper parking passes shown on windshields. Parking passes can be obtained from Wright State University Parking and Transportation Department. Rates and permit information can be obtained by contacting Parking and Transportation at 937 775-5690.

### **4. DAMAGE AND INSURANCE**

4.1 The Contractor shall protect from damage all existing University and/or State of Ohio property in so far as performance of this contract affects said property.

- 4.2 Should damage occur, it is the Contractor's responsibility to restore the property to its original condition.
- 4.3 Should Contractors fail to restore the damaged property to its original condition, the Owner (or its Agent) will do so and assign the cost to the Contractor responsible for damages.
- 4.4 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by this contractor, his agents, representatives, employees, or subcontractors.
- 4.5 The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The University in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees, or subcontractors, and Contractor is free to purchase additional insurance as may be determined necessary.
- 4.6 **Minimum Scope and Limits of Insurance:** Contractors shall provide coverage with limits of liability not less than those stated. An excess liability policy or umbrella liability policy may be used to meet the minimum requirements provided that the coverage is written on the "following form" basis.
- 4.6.1 **Commercial General Liability – Occurrence Form:** Policy shall include bodily injury, property damage, and liability assumed under insured contract, including defense costs.
- 4.6.1.1. The policy shall be endorsed to include the following additional insured language: the State of Ohio, Wright State University, Members of the Board of Wright State University and its Officers, its affiliated organizations, successors, or assignees, its officials, trustees, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor.
- 4.6.1.2. Minimum Limits:
- |                               |                    |
|-------------------------------|--------------------|
| <b>General Aggregate</b>      | <b>\$2,000,000</b> |
| Products/Completed Operations |                    |
| Aggregate                     | \$2,000,000        |
| Each Occurrence Limit         | \$1,000,000        |
| Personal/Advertising Injury   | \$1,000,000        |

4.6.2 **Automobile Liability (can be waived if contract does not involve use of motor vehicles):** Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this contract.

4.6.2.1. Minimum Limits:  
**Bodily Injury/Property Damage**  
**(Each Accident) \$1,000,000**

4.6.3 **Workers' Compensation**

4.6.3.1. Minimum Limits:  
**Workers' Compensation Statutory**

4.6.4 **Employers' Liability**

4.6.4.1. Minimum Limits:  
**\$500,000**

4.6.5 **Professional Liability (Errors and Omissions Liability), including Cyber Liability (can be waived if contract does not involve use of computer systems and/or electronic information):** The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the scope of services of this contract.

4.6.5.1. In the event that the professional liability insurance required by this contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.

4.6.5.2. If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three (3) years following termination of the contract.

4.6.5.3. If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise

insures the risks described in this section), then Contractor shall provide proof of same.

4.6.5.4. The insurance shall provide coverage for the following risks:

4.6.5.4.1. Liability arising from theft, dissemination, and/or use of confidential information (a defined term including, but not limited to, bank account information; credit card account information; and personal information, such as name, address, and social security numbers) stored or transmitted in electronic form.

4.6.5.4.2. Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure.

4.6.5.4.3. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

4.6.5.5. Additional Requirements:

4.6.5.5.1. The policy shall provide a waiver of subrogation.

4.6.5.5.2. The policy shall be endorsed to include additional insured language such as: the State of Ohio, Wright State University, Members of the Board of Wright State University and its Officers, its affiliated organizations, successors, or assignees, its officials, trustees, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor.

4.6.5.5.2.1. Minimum Limits for Service Contracts under \$500,000;

<b>Per Loss</b>	<b>\$1,000,000</b>
Aggregate	\$1,000,000

4.6.5.5.2.2. Minimum Limits for Service Contracts over \$500,000;

<b>Per Loss</b>	<b>\$3,000,000</b>
Aggregate	\$3,000,000

4.6.6 **Crime Coverage:** Coverage shall include employee dishonesty, forgery, or alteration and computer fraud. If Contractor is physically located on the University premises, third-party fidelity coverage extension shall apply.

4.6.6.1. The policy shall include coverage for all directors, officers, agents, and employees of the Contractor.

4.6.6.1.1. The bond or policy shall include coverage for extended theft and mysterious disappearance.

4.6.6.1.2. The bond or policy shall not contain a condition requiring an arrest and conviction.

4.6.6.1.3. Minimum Limits:

<b>Per Loss</b>	<b>\$1,000,000</b>
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4.7 **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions:

4.7.1 On insurance policies where the University is named as an additional insured, the University shall be an additional insured to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract.

4.7.2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

4.8 **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after prior written notice has been given to the University, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Evidence of cancellation must be provided by the insurance company by endorsement. The certificate of insurance must state that cancellation notification will be provided by the insurance company in accordance with the policy's cancellation provisions.

4.9 **Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Ohio and with an "A.M. Best" rating of not less than A- VII. The University in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- 4.10 **Verification of Coverage:** Contractor shall furnish the University with certificates of insurance (ACCORD form or equivalent) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- 4.10.1 All certificates and any required endorsements are to be received and approved by the University before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.
- 4.10.2 All certificates required by this contract shall be emailed directly to [coi-procurement@wright.edu](mailto:coi-procurement@wright.edu). The project/contract number and project description shall be noted on the certificate of insurance. The University reserves the right to require complete, certified copies of all insurance policies required by this contract at any time.
- 4.11 **Subcontractors:** Contractors' certificate shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the University separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 4.12 **Approval:** Any modification or variation from the insurance requirements in this contract shall be made by the risk management department, whose decision shall be final. Such action will not require a formal contract amendment but may be made by administrative action.
- 4.13 The Contractor assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury, including death, or alleged injury, or damage or alleged damage to property sustained or allegedly sustained in connection with or to have arisen out of the performance of the work by the Contractor, its agents, servants, and employees or Subcontractors. This includes losses, expenses, and damages sustained by the Owner. Each Contractor shall indemnify and hold harmless the Owner and its agents, servants and employees from foregoing and any such losses, expenses, damages, demands and claims. Each Contractor shall, to the extent permitted by law, defend any suit or action brought against the Owner, its agents, servants and employees based upon such alleged injury or damage, and shall pay all damages, cost and expenses, including attorney's fees, in connection therewith or resulting therefrom.
- 4.14 "Injury" or "damage" as these words are used in this text, shall be construed to include, but not be limited to:

- 4.14.1 Injury or alleged injury, damage or alleged damaged, consequent upon the failure of, or the use or misuse by a Contractor, its agents, servants or employees of any kinds of equipment and materials, whether or not owned or furnished by the owner.
- 4.14.2 Injury or alleged injury, damage or alleged damaged, arising from the manufacture, use or sale of any patented or unpatented invention, article or appliance in the performance of this contract, including use by or for the benefit of the owner.
- 4.15 The Owner will not be held responsible for any equipment or merchandise owned/leased by the Contractor which is lost, stolen or damaged while on the Owner's premises.
- 4.16 A Contractor shall immediately notify the Owner of the loss, destruction or damage to property and equipment of the Owner caused by a Contractor; and shall furnish the Owner with a statement concerning such loss in detail as the Owner may require. This includes the loss of samples issued by a Contractor to the Owner.
- 4.17 Claims under this clause shall be made in writing to the party liable within a reasonable time of the first observance of such damage.
- 4.18 Contractors shall be responsible for any lost keys including repair of damaged locks, or any re-keying needed to ensure security. Contractors shall also be responsible for any lost or damaged pagers, cell phones, radios, badges, etc.
- 4.19 Within thirty (30) days of signing the contract, the Contractor shall deliver certificates of insurance evidencing such policy or policies. These certificates of insurance are to name the University as additional insured on all policies.
- 4.20 Unless otherwise agreed to by the parties, each of the parties of any resulting contract have the status of an independent business agent. As such, each party will be responsible for its own acts and will be responsible, to the extent permitted by law, for all damages, costs and expenses which arise out of the performance of this contract and which are due solely to that party's own negligence of its agents, officers and employees.

## **5. INDEMNIFICATION**

- 5.1 Each of the parties to this Agreement has the status of an independent contractor. Contractor shall agree to indemnify and hold the University, the University's Board of Trustees, officers, employees, and agents harmless, from any and all claims, actions proceedings, judicial or otherwise, judgments, damages, costs, expenses and reasonable attorneys' fees, arising from or in connection with its responsibilities under this Agreement.

## **6. RIGHTS RESERVED BY THE UNIVERSITY**

- 6.1 The University reserves the right to analyze proposals and award to the most responsive and responsible Contractor as follows:
- 6.1.1 One award to bidder who is a responsible bidder who submits the best value bid for overall financial support and scholarship at or above the specified target support levels. If the University does not receive any bid to provide support at or above the specified target support levels, the University shall have the option to (a.) decline to award a contract, or (b.) award the contract to the responsible bidder that has submitted the best value bid for overall financial support and scholarships. The University may elect to perform all or any portion of the service with its own employees, temporary staffing, or a combination thereof. This includes the possibility of owner determining not to make any award and perform all work with its own workforce.
  - 6.1.2 If the successful bidder does not execute the University's memorandum of agreement within a reasonable time, the University shall have the right to rescind the award and offer the award to the bidder who submits the next best value bid for overall financial support and scholarships.
- 6.2 Right to Audit
- 6.2.1 The Contractor shall establish and maintain a reasonable accounting system that enables the University to readily identify the Contractor's assets, expenses, cost of goods, and use of funds. The University and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid caps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.
  - 6.2.2 The Contractor shall, at all times during the term of this contract and for a period of ten (10) years after completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the University, whether during or after

completion of this contract, and at the Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) to the University. Such records shall be made available to the University during normal business hours at the Contractor's office or place of business and subject to a three (3) day written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the University.

6.2.3 The Contractor shall ensure the University has these rights with the Contractor's employees, agents, assigns, successors, and subcontractors and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the University. Failure to relay these audit rights to the subcontractors, and they neither keep the required documentation or cooperate with an audit will result in the Contractor bearing the full costs of the audit.

6.2.4 Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the University unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the University in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the University for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the University may recoup the costs of the audit work and any overcharges from the Contractor. Any adjustments and/or payments that must be made must be made within a reasonable amount of time (not to exceed 90 days) from presentation of the University's findings to the Contractor.

6.3 The University reserves the right to request removal from campus without cause, any contractor employee if it is deemed to be in the best interest of the University.

6.4 It is the policy of the University that a Contractor may not advertise the fact that its firm has contracted with the University for goods and/or services without written permission from the University.

## **7. PRICING AND PAYMENT TERMS**

All prices, rates or discounts ***must be firm***. Check your proposal carefully, for it may not be changed or corrected after the date fixed for proposal closing. Bidder will be expected to deliver at the price(s) quoted, unless Contractor's prices become more favorable between the time the response to this competitive bid is prepared and the date of delivery. In that case, the more favorable price shall be charged.

## **8. TAXES**

The Owner is a tax-exempt institution and is free from all State and Federal taxes. No such taxes shall be included in the Contractor's charges to the Owner. However, the Contractor may be liable for the payment of sales and use taxes on materials which it purchases for the fulfillment of any resulting contract.

## **9. TERMINATION AND TERMS OF CONTRACT**

- 9.1 In the event the selected Contractor breaches any of the terms and provisions of the contract, the University reserves the right to accurately and specifically describe the unsatisfactory condition in a written notice to the Contractor and expect that this be corrected within a thirty (30) day period from the date the notice is received by the Contractor. If the described condition is not corrected satisfactorily within this time period, a thirty (30) day notice of cancellation of the contract may be given to the Contractor, by registered or certified mail. Upon providing such written notice, the University may solicit the services or support described herein from other sources and may hold the Contractor responsible for any and all excess costs or for any and all losses occasioned thereby. A meeting may be called by either party to review problem resolution.
  
- 9.2 If, during the term of the contract, a Contractor should be adjudged bankrupt, become insolvent, make general assignment for the benefit of creditors, cease conducting business in the normal course, suffer or permit the appointment of a receiver for its business or assets, or shall otherwise become the subject of proceedings under the Federal Bankruptcy Act or any other statute of any state relative to insolvency or protection of rights of creditors, then the University may issue a written notice of termination of the contract by registered or certified mail to the Contractor and may terminate the contract immediately and without further notice.
  
- 9.3 Non-Appropriation of Funds. A resultant agreement may be canceled by the University without further obligation on the part of the University in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The vendor will be notified in writing of such non-appropriation at the earliest opportunity.
  
- 9.4 The failure of either the Contractor or the University to insist upon strict performance of any of the terms or conditions of the contract shall not be construed as a waiver or relinquishment of the future of any such term or condition and the same shall be and remain in full force and effect.
  
- 9.5 If either party is prevented from performing under the contract because of fire, explosion, water, civil disorders, labor disputes, vandalism, acts of God, energy related closings, other casualties, or other disturbances beyond the control of either of the parties, the disruptions shall not be considered a default of the terms of the contract.

- 9.6 No agreement shall bind the University unless it is in writing and executed by authorized representatives of the parties. Once executed, no modification shall be effective against the University unless the same is in writing and executed by authorized representatives of the Parties.
- 9.7 Neither party shall assign or transfer the contract or any part of same nor enter into any subcontracts for services under this contract without the prior written approval of the other party.
- 9.8 The Contractor will provide services / products as described herein as an independent Contractor of the University, not as the University's agent or representative. The Contractor shall not, in any manner, use the credit or the name of the University in connection with its business or affairs except as specifically authorized in the contract or as approved in writing prior to such use by the University.
- 9.9 Each bidder shall be solely responsible for all costs resulting from the preparation and delivery of its bid.
- 9.9.1 All materials submitted in response to this competitive bid shall become the property of the University upon delivery.
- 9.9.2 Any samples requested as necessary for award decision must be furnished as requested, free of any expense, and, if not destroyed or required as future quality standard on items shipped, will upon request be returned at the proposer's expense. Except for material of substantial value, right is reserved to mutilate.
- 9.10 Inspection, Approval, Warranty - All articles sold and materials and work supplied hereunder shall conform to the specifications, drawings, samples or other description furnished by the UNIVERSITY, and will be of good quality, free from any defects, and fit and sufficient for the purposes intended. All goods delivered or work provided shall be delivered free from any security interest, lien, encumbrance, or other claim of any third person. These warranties shall survive inspection, acceptance, passage of title, and payment by the UNIVERSITY. All goods delivered or work provided shall be received subject to inspection and approval by the UNIVERSITY. The UNIVERSITY's inspection, failure to inspect or reject, nor payment therefore, shall relieve the SELLER of any obligation hereunder, and such inspection shall not exclude any warranties in respect to such goods delivered or work provided.
- 9.11 Use of Designs, Data, etc. Bidder agrees to keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by the University and such items only in the production of items awarded as a result of this quote/proposal and not otherwise, unless the University's written consent is first obtained. Upon demand or completion of

resultant purchase order, bidder/proposer shall return all such items to the University or make disposition thereof as may be directed or approved by the University.

- 9.12 Patents - The vendor warrants that the material delivered, either alone or in combination with other materials, will not infringe on any patents in the United States or any foreign country.
- 9.13 "Authorized Reseller" - All new equipment sold to Wright State University must be from an "Authorized Reseller". Reseller certification must be made available upon request. Original Equipment Manufacturer's warranty must be valid for the purchasing entity. No "Gray Market" equipment will be accepted.
- 9.14 Bid process results and the contract resulting from your proposal will be a matter of public record. Any specific proprietary information contained in the response must be clearly marked trade secret in accordance with O.R.C. 1333.61-69.
- 9.15 The contractor shall be required to ask questions on its employment application which include at a minimum, the following:

**Convictions**

Have you ever been convicted of a felony (i.e.: burglary, rape, murder, and/or other serious crimes)?

\_\_\_ Yes \_\_\_ No

If yes, list convictions below. (Note: A conviction may or may not have resulted in confinement. A record of conviction is not an automatic bar to employment).

Date of Conviction	City & State	Charge	Penalty Assessed
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- If the contractor has a form in use with similar wording, it shall be submitted for approval prior to commencement of a contract.
- Contractor shall be willing to share employment applications or background checks with the University upon request.
- If the contractor uses a third party company to conduct criminal background checks, this will fulfill the above requirement in lieu of the contractor asking the question on its employment form.

## **10. CONFLICT OF INTEREST**

Proposer must make full written disclosure of any known relationship or potential conflict of interest involving Proposer and any of Proposer's affiliates and/or personnel at the time of submitting a proposal, and throughout the term of the contract if awarded to Proposer.

## **11. PROHIBITION OF OFFSHORE OUTSOURCING**

The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.

<http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>

The Contractor also affirms, understands, and agrees to immediately notify Wright State University of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

The Contractor also agrees to disclose if requested by Wright State University all of the following:

- The location where all services under this Contract will be performed by the Contractor or any subcontractor;
- The location where any state data associated with any of the services the Contractor is performing under this Contract, or seek to provide will be accessed, tested, maintained, backed-up or stored;
- The principal location of business for the Contractor and all subcontractors who are supplying services under this Contract.

If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. Wright State University, is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor

shall immediately return to Wright State University all funds paid for those services. Wright State University may also recover from the Contractor all costs associated with any corrective action Wright State University may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

Wright State University may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. Wright State University may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If Wright State University determines that actual and direct damages are uncertain or difficult to ascertain, Wright State University in its sole discretion may recover a payment of liquidated damages in the amount of two percent of the value of the Contract.

Wright State University in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, Wright State University may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding Wright State University permitting a period of time to cure the breach or the Contractor's cure of the breach, Wright State University does not waive any of its rights and remedies provided Wright State University in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of Wright State University. Any assignment or delegation not consented to may be deemed void by Wright State University.

## **12. SUSTAINABILITY / "GREEN" PRODUCTS**

Wright State University will consider purchasing certified "green" products when available. If you are able to provide an equivalent alternative "green" product, please do the following:

- Quote the standard product(s) as specified ("non-green") on the appropriate lines of this document.

- If you are able to quote an equivalent certified “green” product, please note under your standard pricing the following note: “See attached alternative green product pricing.” It is the responsibility of the supplier to then fully describe the product and list the applicable price and delivery.

The University will consider buying “green” products when the pricing is comparable to the standard product pricing. The decision is solely that of the University.

### **13. REPRESENTATIONS AND WARRANTIES.**

Contractor hereby represents and warrants to the University as follows. If the representations and warranties in this Section 13 are found to be false, the contract resulting from the competitive bid, and WPCU’s bid, shall be deemed void ab initio, and Contractor shall immediately repay the University any funds paid under this Agreement.

**Drug-Free Workplace:** Contractor shall comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces, and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engage in the engaged in the work described in the competitive bid transfer, use, possess, purchase, illegal drugs or alcohol, or abuse prescription drugs in any way.

**Non-Discrimination:** Pursuant to R.C. 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work described in the competitive bid. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the work described in the competitive bid on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

**Affirmative Action Plan:** Contractor represents that, if required, it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to R.C. 125.111(B) and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity and Affirmative Action Unit of the Department of Administrative Services.

**Conflict of Interest:** No personnel of Contractor who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any of the work specified in the competitive bid shall, prior to the completion of the work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of the resulting agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the University in writing. Thereafter, he or she shall not participate in any action affecting the work, unless the University determines, in its sole discretion, after consulting with the Ohio Ethics Commission and the Ohio Attorney General, that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

**Ethics Compliance:** Contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of work described in the competitive bid are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.

**Qualification to Do Business:** Contractor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of the contract that results from the competitive bid Contractor, for any reason, becomes disqualified from conducting business in the State of Ohio, Contractor will immediately notify the University thereof in writing and will immediately cease performance of the work.

**Findings for Recovery and Debarment:** Contractor warrants that it is not subject to an “unresolved” finding for recovery under R.C. 9.24. Contractor represents and warrants that it is not debarred from consideration for contract awards by any governmental agency.

**Boycotting:** Pursuant to R.C. 9.76(B), Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

## **14. BIOBASED PRODUCTS**

**Biobased Products Preference.** Pursuant to Sections 125.092 to 125.093 of the Ohio Revised Code, the bidder may offer a biobased product in lieu of a substantially equivalent non-biobased product. Only those biobased products appearing in the BioPreferred Catalog maintained by the United States Department of Agriculture (U.S.D.A.) are eligible for

consideration. DAS has adopted the USDA BioPreferred Catalog as the official list of biobased products that will qualify for the preference. The Catalog can be located on the State Procurement Website at: [www.ohio.gov/procure](http://www.ohio.gov/procure), click on “Help and Reference Materials”.

When evaluating a biobased product, the biobased product must meet the performance standards set forth in the bid, must be readily available and must not be unreasonably priced. To determine if the biobased product is not unreasonably priced a percentage, not to exceed five percent, may be applied to the price of the lowest substantially equivalent non-biobased product. If the biobased product is within the five percent range, the award may be placed with biobased product. Bidding Agency may also compare the price of the biobased product with the fair market value of substantially equivalent non-biobased products to determine if the price is unreasonable.

**IF SUBMITTING A BIOBASED PRODUCT:**

A bidder offering a biobased product shall complete the following certification to be considered for the preference. This certification must be completed, signed and included as part of the bid response submitted prior to the due date.

Bidder or Offeror Certification:

I, \_\_\_\_\_ (name of certifier), am an officer or employee responsible for the performance of this contract and I hereby certify that the biobased products (within the categories of items listed by the United States Department of Agriculture) to be used or delivered in the performance of the contract will comply with the applicable specifications or other contractual requirements.

I further certify that the biobased products being offered are listed as a designated item as determined by the USDA and the biobased products have been tested by an ASTM/ISO compliant test facility using the ASTM International Radioisotope Standard Method D 6866 for testing and I can verify this testing upon request of the state of Ohio.

\_\_\_\_\_  
Signature of officer or employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Company

**15. BUY AMERICA / BUY OHIO**

**PLEASE COMPLETE AND INCLUDE THE FOLLOWING THREE (3) PAGES WITH YOUR PROPOSAL**

Page 1  
(Proposal Attachment)

**BUY AMERICA / BUY OHIO**

## **PREFERENCE TO UNITED STATES AND OHIO PRODUCTS:**

State of Ohio AM. H.B. 271 requires that preference be given to products produced or mined in the United States and in Ohio.

### **A. BUY AMERICA**

Bids will be evaluated to determine that a Bidder's offering is for a "Domestic Source End Product," as defined in the Federal Buy America Act., 41 U.S.C.A., Section 10a-10d. Any Bidder's offering that does not meet this requirement shall be rejected, except in those circumstances where a determination has been made that certain articles, materials and supplies are not mined, produced, or manufactured in the U.S., in sufficient and reasonably available commercial quantities and of a satisfactory quality.

### **B. BUY OHIO**

1. Following the above determination, all remaining bids and quotations shall be evaluated so as to give preference to Ohio bids or bidders who are located in a border state, provided that the border state imposes no greater restrictions than contained in Sections 125.09 and 125.11 of the Ohio Revised Code.
2. Ohio products are defined as products mined, excavated, produced, manufactured, raised or grown in the state by a person where the input of Ohio products, labor, skill, or other services constitutes no less than 25% of the manufactured cost.
3. Bidders having a significant Ohio economic presence in terms of the numbers of employees or capital investment a bidder has in the state, shall qualify for award of contract on the same basis as if their products were produced in Ohio.
4. Where it has been determined that selection of the lowest Ohio bid, if any, will not result in an excessive price or a disproportionately inferior produce or service, the contract shall be awarded to the low Ohio bid at the bid price quoted. Where it is advantageous to award the contract to other than an Ohio bid or bid from a border state, then the contract shall be awarded accordingly. ("Excessive Price" shall be construed to mean a price that exceeds by more than five percent (5%) the lowest price submitted on a non-Ohio bid).

### **C. HOW TO QUALIFY UNDER THESE PROGRAMS:**

To qualify for the domestic Ohio preference (Buy Ohio), or to qualify as having significant Ohio economic presence, pursuant to Sections 125.09 and 125.11 of the Ohio Revised Code and Section 123:5-1-26, of the Ohio Administrative Code, bidders must complete the information on the attached form and return it with their bid.

### BUY AMERICA CERTIFICATION

The bidder hereby certifies that each product offered in this bid response is a domestic source end product pursuant to Sections 125.09 and 125.11 of the Ohio Revised Code and Section 123:5-1-26 of the Ohio Administrative Code, and the Federal "Buy America Act" and corresponding rules thereto. Exceptions are as follows:

Item	_____	Mfg. Location	_____
	_____		
Item	_____	Mfg. Location	_____
Item	_____	Mfg. Location	_____

CERTIFIED: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

**CERTIFICATION FOR BUY OHIO/SIGNIFICANT OHIO ECONOMIC PRESENCE**

Failure to complete this form will result in the bidder receiving no consideration for Buy Ohio or Buy America preference.

1. Do you have facilities within Ohio?  (yes)  (no)

Type of facilities:  Sales Offices  
 Manufacturing  
 Other

Please specify if "other" \_\_\_\_\_  
\_\_\_\_\_

2. Do you pay taxes due the State of Ohio?  (yes)  (no)

3. If the bidder is a corporation, are you  
Registered with the Secretary of State?  (yes)  (no)

4. Are products offered in this bid  
Manufactured in Ohio?  (yes)  (no)

5. If applicable, are the products offered  
Mined in Ohio?  (yes)  (no)

6. Are your products located in a border State that poses no greater restrictions Than those contained in Sections 125.09 And 125.11 of the Ohio Revised Code?  (yes)  (no)

## Certificate Of Completion

Envelope Id: 182976AA027A4494A1DA71F48F1375B4	Status: Completed
Subject: Please DocuSign: WPCU MOA - FINAL.pdf	
Department: Purchasing	
Source Envelope:	
Document Pages: 53	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Lindsay Ränge
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	3640 Colonel Glenn Hwy
	Dayton, OH 45435
	lindsay.ränge@wright.edu
	IP Address: 104.55.150.250

## Record Tracking

Status: Original	Holder: Lindsay Ränge	Location: DocuSign
6/10/2020 12:29:50 PM	lindsay.ränge@wright.edu	

## Signer Events

Timothy J. Mislansky  
 tmislansky@wpcu.coop  
 Security Level: Email, Account Authentication (Optional)

## Signature

DocuSigned by:  
  
 FE939A487072422...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 10.10.200.100

## Timestamp

Sent: 6/10/2020 12:48:13 PM  
 Viewed: 6/10/2020 1:13:19 PM  
 Signed: 6/10/2020 1:15:09 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/10/2020 1:13:19 PM  
 ID: 98d0904d-4d73-43ed-acd0-6b3e0392a05c

Gregory P. Sample  
 gregory.sample@wright.edu  
 Wright State University  
 Security Level: Email, Account Authentication (Optional)

DocuSigned by:  
  
 394D40E586F74E7...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 130.108.104.26

Sent: 6/10/2020 1:15:10 PM  
 Resent: 6/12/2020 9:33:57 AM  
 Viewed: 6/12/2020 10:13:51 AM  
 Signed: 6/12/2020 10:17:02 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/12/2020 10:13:51 AM  
 ID: fbaf4419-24bb-490e-98f9-4148ba2c6980

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	6/12/2020 9:33:57 AM
Certified Delivered	Security Checked	6/12/2020 10:13:51 AM
Signing Complete	Security Checked	6/12/2020 10:17:02 AM
Completed	Security Checked	6/12/2020 10:17:02 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Wright State University (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Electronic Signature**

This Acknowledgement and Certification of Understanding ("Acknowledgement") is to let you know that by submitting an electronic signature, you are providing an electronic mark, that is held to the same standard as a legally binding equivalent of a handwritten signature provided by you. For purposes of the acknowledgement, a digital mark is considered a typed legal First and Last name (legal name may include middle name, initial or suffix) followed by the typed date. Any document requiring an electronic signature may contain a signature acknowledgment statement provided in the same area requiring the electronic signature.

### **Getting paper copies**

You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such

paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Wright State University:**

You may contact us to let us know of your changes as to how we may contact you electronically, and to withdraw your prior consent to receive notices and disclosures electronically as follows:  
To contact us by email, send messages to: [esignature@wright.edu](mailto:esignature@wright.edu)

### **To advise Wright State University of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [esignature@wright.edu](mailto:esignature@wright.edu) and in the body of such request you must state: your previous email address, your new email address, and the name of the person you are working with.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To withdraw your consent with Wright State University**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [esignature@wright.edu](mailto:esignature@wright.edu) and in the body of such request you must state your email, full name, mailing address, telephone number, and the name of the person you are working with. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wright State University as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wright State University during the course of your relationship with Wright State University.