

CORE Technology Suite CONTRACT ORDER FORM

Date: September 16, 2019

This Agreement (hereinafter "Agreement") is made and entered into by and between:

University of North Texas

College of Pharmacy
3500 Camp Bowie Blvd

Fort Worth TX, 76107

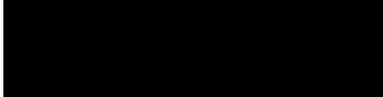


Hereinafter "University"

CORE Higher Education Group

(a division of RXinsider)
1300 Division Road
Suite 303

West Warwick, RI 02893



Hereinafter "Service Provider"

This Agreement between the University and the Service Provider will govern the provision of goods, services or other considerations (hereinafter "Services") referenced herein from:

Agreement Start Date: December 6, 2020

Agreement End Date: August 31, 2022

Services	Total Cost
CORE ELMS Annual License	\$15,900
CORE ePortfolios Annual License 5year Licenses	\$0
Implementation and Training Hours	Included
Complimentary service through August 31, 2020	\$0
Subtotal	\$15,900
Multi-Service Multi-Year Discount (10%)	(\$1,590)
Total due September 1, 2020	
\$14,310	
Annual Subscription Renewal (in subsequent years)	
\$14,310	

For the purposes of this Agreement, "You" and "Your" refer to University, and "We", "Us" and "Our" refer to Service provider.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 30 days after order execution.

Reference Documentation

[Security Documentation](#) | [ADA Compliance](#)

Purchase Order

You acknowledge that this Agreement is non-cancellable and will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for implementation until You have submitted a purchase order referencing and conforming to this Order Form. You acknowledge that any terms and conditions in Your purchase order or any other documents You provide are superseded by the terms and conditions of this Agreement.

Terms and Conditions

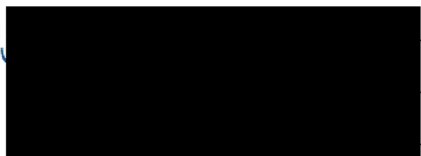
Your purchase of licensing rights to software and/or services contained in this Order Form is subject to Our Standard Terms of Service which can be found at [Standard Terms of Service](#). This Order Form and any documents it incorporates (including the Standard Terms and documents it references) form the entire agreement between You and Us about your purchase ("Agreement").

Acceptance

We have presented this Order Form to You as an offer to contract under the terms and conditions of this Agreement, including the Standard Terms. This Order Form will constitute an offer to contract on those terms and conditions; this offer will expire 30 days after the Date noted above unless We either withdraw or extend the offer in writing. Please have Your authorized representative sign in the space below to accept this offer and confirm the Agreement between You and Us.

SEE ATTACHED UNIVERSITY HEALTH SCIENCE CENTER ADDENDUM FOR ADDITIONAL TERMS AND CONDITIONS

University Signature:



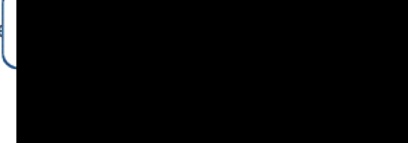
Print Name:

Title:

Date:

12/17/2019

Service Provider Signature:



Print Name:

Title:

Date:

12/17/2019

DocuSigned by: JNS

All information is considered confidential

CORE Higher Education Group (a division of RXinsider), 1300 Division Road, Suite 303, West Warwick, RI 02893
T: 800.972.2083 | F: 646.329.9766 | www.CoreHigherEd.com

STANDARD ADDENDUM TO AGREEMENT

Contracts with the **University of North Texas Health Science Center at Fort Worth** (“University”) are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. Payment will be made in accordance with the terms of University’s purchase order. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. University is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims against University. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Vendor to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part, in the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, University’s continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall issue written

notice to Vendor that University may terminate the Agreement without further duty or obligation.

Travel Expenses. In the event the Agreement required University to reimburse Vendor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to University in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Insurance. University, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by University shall, without further requirement, satisfy all general liability insurance obligations of University under the Agreement.

HIPAA. The parties understand and agree that this Agreement may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph

within thirty (30) days of the date the amendment request is delivered by a party to the other, this Agreement may be terminated by either party upon written notice to the other party.

Debarment. Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76, 48 CFR part 9; 42 USC sect. 1320a-7). Vendor shall notify University within three (3) days of its receipt of an initial sanction notice, notice of proposed sanction or of the commencement of a formal investigation, or the filing of any charges by any governmental regulatory or law enforcement agency that effects this certification.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on University to the extent permitted by the Constitution and the laws of the State of Texas.

VENDOR

**UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER AT FORT WORTH**



Date: 12/17/2019

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HSC Contract # 2020-0105

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.