



End User Agreement

This End User Agreement ("Agreement") effective September 1, 2020 ("Effective Date") is made and entered into by Accurate Background, LLC, a California limited liability company, its directors, officers, employees, affiliates and subsidiaries, with its principal place of business at 7515 Irvine Center Drive, Irvine, CA 92618 (hereinafter referred to as "Provider"), and University of North Texas System with its principal place of business located at 1112 Dallas Dr., Ste. 4000 Denton, Texas 76205 (hereinafter referred to as "End User").

WHEREAS, Provider is a consumer reporting agency in the business of providing Consumer Reports, employment screening solutions, drug testing ("Services") and systems used to facilitate the request and retrieval of Services.

WHEREAS, as it relates to the legal compliance required with this agreement, the term "Consumer Report" is defined as any written, oral, or other communication of any information by a consumer reporting agency, of which Provider is one, bearing on a Consumer's character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the Consumer's eligibility for employment purposes. The term "Consumer" is defined as the individual to whom the report relates.

WHEREAS, End User is in the industry of Higher Education and desires to purchase the Services pursuant to the terms and conditions set forth in this Agreement and its Exhibits and Addendums.

NOW THEREFORE, in consideration of the parties' mutual covenants and agreements set forth herein and for other good valuable and adequate consideration received, the parties agree as follows:

1. END USER'S CERTIFICATIONS AND RESPONSIBILITIES

- a. **General Data Compliance.** End User represents and warrants that it shall comply and will not violate any applicable jurisdiction laws (international, federal, state, local or other national regulations), statutes or regulations or ordinances governing the collection, use, distribution and storage of data applicable to the services provided by Provider, including but not limited to PIPEDA, European General Data Protection Regulation (EU 2016/679, "GDPR"), the Gramm-Leach-Bliley or other regulation regarding data protection and privacy to the extent such laws and regulations do not conflict with U.S. federal and state laws and regulations. End User accepts full responsibility for complying with such laws and using the information products it receives from Provider in a legally acceptable fashion. End User further accepts full responsibility for any and all consequences of use and/or dissemination of those products.

End User confirms and agrees that Provider is a "processor" with respect to the personal data collected and processed for End User ("data controller"). Where personal data is transferred from Provider to End User that originates in a country outside of the United States, End User agrees to use reasonable and adequate technical and organizational security measures to safeguard the information.

In order to adduce adequate safeguards with respect to the GDPR as well as the protection of privacy and fundamental rights and freedoms of individuals for the transfer of data, the parties agree to the provisions specified in Exhibit D— GDPR Data Processing Agreement.

- b. **General Legal Compliance.** End User further certifies that, as applicable, it will comply with all provisions of the Fair Credit Reporting Act (15 USC § 1681 et seq.) (“FCRA”) the Driver’s Privacy Protection Act (18USC § 2721 et seq.) (“DPPA”), the Gramm-Leach-Bliley Act, Title VII of the Civil Rights Act of 1964h, State and Federal EEOC compliance and the Americans with Disabilities Act (42 USC § 12101 et seq.) and any other applicable federal, state or local laws, regulations or ordinances. End User accepts full responsibility for complying with all such laws and for using the information products it receives from Provider in a legally acceptable fashion. End User further accepts full responsibility for any and all consequences of use and/or dissemination of those products. Violation of the terms of this section would be considered a breach of this agreement and Provider may, upon its election, discontinue serving the End User and cancel this agreement immediately.
- c. **FCRA Certifications.** End User hereby certifies that it will comply with the following if the Consumer will be living and/or working in the United States, or if otherwise applicable.
- i. Permissible Purpose. End User hereby certifies that it has a permissible purpose under the FCRA to obtain the Consumer Report and that the report will only be used for employment purposes including evaluating a Consumer for employment, promotion, reassignment or retention as an employee, where the Consumer has given prior written permission and for no other purpose.
 - ii. Disclosure and Authorizations. End User further certifies that prior to requesting a Consumer Report and/or Investigative Consumer Report for employment purposes:
 - 1. It has provided a clear and conspicuous disclosure in writing to the Consumer in a document that consists *solely of the disclosure* that comports with all of the requirements of the FCRA, as well as any applicable state or local laws;
 - 2. the Consumer has authorized in writing the procurement of the report by End User; and
 - 3. information from the report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
 - iii. Pre-Adverse Action. End User further certifies if it wants to deny the Consumer employment or otherwise take an adverse action, based in whole or in part, on the information or products provided by Provider, End User will comply with the FCRA and will:
 - 1. BEFORE taking any adverse action, provide the Consumer with:
 - a. a pre-adverse action notice, including but not limited to Provider’s information;
 - b. a copy of their report;
 - c. a description in writing, of the rights of the Consumer entitled: “A Summary of Your Rights Under the Fair Credit Reporting Act”; and
 - d. Any state, local or industry specific notices or requirements.
 - 2. Before taking any adverse action, End User will give the Consumer reasonable time, after the copy of the report and FCRA Summary of Rights have been delivered, to dispute the accuracy and completeness of the information in the report.
 - iv. Adverse Action. If the End User decides after the appropriate waiting period to take adverse action, End User certifies it will send the Consumer notice of the adverse

action taken, including the statutorily required notices identified in section 615 of the Fair Credit Reporting Act.

- v. Investigative Consumer Report. End User further certifies that it will comply with FCRA §606 et seq. and will not request an Investigative Consumer Report as defined by the FCRA (report containing information on Consumer's character, general reputation, personal characteristics, or mode of living through personal interviews), unless:
 - 1. It is clearly and conspicuously disclosed to the Consumer that an Investigative Consumer Report including information as to his character, general reputation, personal characteristics and/or mode of living, may be made, and such disclosure is made in writing, and includes a statement informing the Consumer of his rights to request additional disclosures of the nature and scope of the investigation and a written summary of rights; and
 - 2. In addition to the disclosure requirements identified above, if the Consumer makes a written request within a reasonable amount of time, End User will provide: (a) information about whether an Investigative Consumer Report has been requested; (b) if an Investigative Consumer Report has been requested, written disclosure of the nature and scope of the investigation requested; and (c) Provider's contact information, including complete address and toll-free telephone number. This information will be provided to the Consumer no later than five (5) days after the request for such disclosure was received from the Consumer or such report was first requested, whichever is the latter.
- vi. Continuing Certification. End User certifies that each and every time it places an order or requests a Consumer Report regardless of the ordering method, it is at the time of that order End user is reaffirming its certifications contained in the foregoing sections (i)-(v).
- vii. End User certifies that they have received a copy of the Notice to Users of Consumer Reports (16 C.F.R. Part 601, Appendix C) (attached hereto as "Exhibit B") and agrees to abide by the requirements therein, or the most current version issued by the Consumer Financial Protection Bureau ("CFPB"). End User further certifies it has received a copy of the Summary of Consumer's Rights Under the FCRA (16 C.F.R. Part 601, Appendix A) (attached hereto as "Exhibit C") and End User agrees to provide a copy, or the most current version issued by the CFPB, when required under applicable law.
- d. **Requirements for Motor Vehicle Reports (MVRs) and Driving Record.** If applicable, End User hereby certifies that Motor Vehicle Reports and/or Driving Records ("MVRs") shall only be ordered in strict compliance with the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 *et seq.*) and any related state laws. End User further certifies that no MVRs shall be ordered without first obtaining the written consent of the Consumer to obtain "driving records," evidence of which shall be transmitted to Provider in the form of the Consumer's signed release authorization form. End User also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by a Consumer. End User shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured

means. End User shall not resell MVRs to any third party. Additionally, End User will only request MVRs if the subject of the report is a direct applicant or employee of End User.

- e. **Requirements for Statewide/National Criminal Repository.** In accordance with federal and state laws, End User agrees that if End User seeks to use a Statewide criminal repository or National Criminal Database check and that report contains any adverse information, End User agrees to permit Provider to conduct a county level search to obtain the accurate information.
- f. **Non – US Records and Searches.** End User understands that searches outside of the United States may be conducted through the services of a third-party independent contractor.
- g. **DBS/DS/ANI.** Where End User requests Provider to supply Information which Provider sources from the UK's Disclosure & Barring Service ("DBS"), Disclosure Scotland ("DS") and/or AccessNI ("ANI"), End User undertakes that, to the extent required of Customer under applicable laws, it will: (i) observe and fully comply with the DBS / DS / ANI Code of Practice; (ii) only request the standard, enhanced or PVG checks for roles that meet the appropriate legislation; (iii) make all Applicants aware of the DBS / DS / ANI Code of Practice at the start of the recruitment process and make a copy available to any Applicant on request; (iv) have a satisfactory written policy on the recruitment of ex-offenders and issue a copy of that policy to all Applicants at the start of the recruitment process; (v) include a statement on its application forms or accompanying documentation that DBS / DS / ANI information on the Applicant will be requested in the event of the Applicant being offered a position; (vi) include a statement on its application forms or accompanying documentation that a criminal record will not necessarily be a bar to obtaining a position; (vii) have a written policy on the secure storage, handling, retention and disposal of information which Accurate sources from the DBS / DS / ANI; (viii) ensure that identity validation of Applicants is undertaken in accordance with DBS / DS / ANI guidelines; (ix) confirm that Provider or its data suppliers play no part in the recruitment decision; (x) assist Provider with any audit by DBS and/or will otherwise ensure that the End User is complying fully with the DBS / DS / ANI Code of Practice.
- h. **Additional Requirements for Use of Social Security Number Verification Service (SSNVS)** If applicable, End User represents and warrants that Social Security Number Verification Service (SSNVS) queries shall only be submitted and shall only be used in compliance with all relevant rules, laws, and regulations (including, but not limited to, the Social Security Number Verification Service Handbook, Social Security Administration regulations, and Internal Revenue Service regulations). The SSNVS handbook, listing certain requirements for use of SSNVS, may be found at <http://www.ssa.gov/employer/ssnvshandbk/ssnvsHandbook.pdf>.

Without limiting the generality of the above, End User understands that SSNVS queries (1) may only be submitted to ensure proper wage reporting for current or former employees; (2) may not be used for pre-screening purposes; (3) may not be used for any purpose other than to confirm proper wage reporting; and (4) may only be administered in a nondiscriminatory manner. End User also understands that adverse action may not be taken against an employee based solely on receipt of a "no-match" SSNVS result. Provider recommends that End User consult legal counsel regarding the proper use of SSNVS.

End User understands that SSNVS queries will be conducted through the federal government's database. Because Provider has no participation in the maintenance of the federal government's

database, Provider cannot be either an insurer or a guarantor of the accuracy of the information reported. End User therefore releases Provider and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever in connection with erroneous information received as a result of an SSNVS query.

- i. **Consent Based Social Security Number Verification (CBSV)** If applicable, End User represents and warrants that CBSV queries shall only be submitted and shall only be used in strict compliance with all relevant rules, laws, and regulations (including, but not limited to, the Social Security Administration (SSA) regulations and Consent Based Social Security Number Verification User Guide). Information on the CBSV, including certain requirements for the use of CBSV, may be found at <http://www.ssa.gov/cbsv/> and <http://www.socialsecurity.gov/cbsv/docs/CBSVUserGuide.pdf>.

Without limiting the generality of the above, End User understands that CBSV queries (1) are to verify the name and Social Security Number of the subject with the name in the SSA files; (2) do not confirm identity, citizenship, or employment eligibility; nor does it interface with the Department of Homeland Security's Verification System; nor does CBSV satisfy DHS's I-9 requirements; (3) require End User to provide a completed SSA-89 form; and (4) will not specify which identifier(s) did not match with the SSA files. Provider recommends that End User consult legal counsel regarding the proper use of CBSV.

- j. **California Requirements.** End User hereby certifies that it will comply with the Investigative Consumer Reporting Agencies Act ("ICRA"), California Civil Code Sections 1786 et seq., and the Consumer Credit Reporting Agencies Act ("CCRAA"), California Civil Code Sections 1785.1 et seq., if the End User is located in the State of California, and/or the End User's request for and/or use of information Products pertains to a California resident or worker.
- k. End User certifies that data obtained from Public Records may not be used to threaten, intimidate, harass, or injure any individual, including sex offender registrants or family members.
- l. End User certifies that it shall use the Consumer Reports for employment purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision. Prior to sharing any information with such third party, End User shall obtain the proper authorization from the Consumer to share information to such third parties and obtain a certification from the third party they will comply with applicable laws and any data, storage, confidentiality provision(s) contained herein. End User shall take commercially reasonable efforts to ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.

2. **GENERAL END USER RESPONSIBILITIES**

- a. End User agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the information products addressed herein, whether alone, in conjunction with End User's own data, or otherwise, except as required by law.
- b. If End User is permitted to request Consumer Reports for employment purposes via

Provider's website then, in addition to all other obligations, End User agrees to abide by such additional reasonable conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each Consumer for whom a report has been requested, and maintain strict security procedures and controls to assure that its personnel are not able to use End User's Internet access to obtain reports for improper, illegal or unauthorized purposes.

- c. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
- d. End User understands that anyone who knowingly and willfully obtains information on a Consumer from a consumer reporting agency under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both.

3. CONFIDENTIAL INFORMATION

This Section is subject to End User's obligations under the Texas Public Information Act and other applicable law.

- a. Neither party shall reveal, publish or otherwise disclose any Confidential Information to any third party without the prior written consent of the other party except to those with a legitimate need, permissible purpose or authorized by the Consumer. "Confidential Information" means any and all proprietary data; sales or pricing information relating to either party, its operations, employees, products or services; and, all information relating to any customer, potential customer, agent, independent sales outlet, employee and/or applicant information. The Parties agree to keep this information confidential at all times during the term of this Agreement and following the termination of this Agreement. Notwithstanding anything to the contrary herein, in no event shall Provider be required to destroy, erase or return any Consumer Reports or applicant data related thereto in Provider's files, all of which Provider shall maintain as a consumer reporting agency in strict accordance with all applicable federal, state, and local laws.
- b. "Confidential Information" shall not include information that: (1) is or becomes publicly available through no fault, default or breach of or by the receiving party; (2) was, prior to the time of disclosure to the receiving party, rightfully acquired by the receiving party from another without restriction or obligation of confidentiality; or (3) was, prior to the time of disclosure to the receiving party, independently developed by the receiving party. Notwithstanding anything to the contrary contained herein, if the receiving party becomes legally compelled to disclose any of the disclosing party's Confidential Information, then following notification to the disclosing party of such requirement, the receiving party shall be permitted to make such limited disclosure subject to any efforts by disclosing party to prevent, restrict and/or otherwise limit the disclosure of such Confidential Information.
- c. Confidential Access Codes. End User may be issued website access codes in order to access Provider online services. End User agrees to comply with Provider's access security policy which is attached as *Exhibit A-Access Security and Data Disposal Requirements*. End User agrees to take precautionary measures to protect the security and dissemination of all

Consumer Report or Investigative Consumer Report information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports. End User agrees to abide by *Exhibit A* attached hereto which is incorporated into and is part of this Agreement.

4. **BILLING AND PAYMENT**

- a. End User agrees to pay the Provider, at the rates as stated in Addendum A. End User agrees to pay the full amount of the Provider's invoice thirty (30) days after the date of the invoice.
- b. **Accounts with outstanding balances 45 days from date of invoice may be placed on hold until the entire balance is paid in full. Should an account be suspended for non-payment, no additional requests will be processed until the balance due is paid in full or arrangements have been made with Provider's Accounts Receivable Department. End User shall pay interest at the rate of one and one-half percent (1 ½%) per month, or as allowed by law, on all unpaid and undisputed invoices and any interest thereof, from the date such charges, or portions thereof, became due until paid.**
- c. End User shall provide Provider with Accounts Payable contact information, including the name, telephone number and email address of a person who will be able to answer any billing issues. End User agrees to update this contact information should there be a change with the contact. In the event End User elects to be charged via credit card, End User will update the Provider with any updated credit card information or payment details.
- d. Statutory Fees. End User agrees to pay nonrefundable third party fees and other charges or costs for Provider's background services ("Statutory Fees"). Any charges or costs, including but not limited to surcharges and other fees levied by federal, state, county, other governmental agencies, educational institutions, employer verification lines and licensing agencies, incurred by Provider in servicing End User, will be charged to the End User. End User agrees that Statutory Fees services are subject to change without notice due to changes at the source of the fee, although Provider will make every reasonable effort to give notice of such change before it becomes effective.
- e. Taxes. If applicable, End User shall be responsible for any potential sales taxes and other indirect taxes incurred in connection with the delivery of the Services.
- f. If End User elects to cancel a search after the request has been submitted to Provider, End User will be charged for any search that has been sent for research or has been completed on behalf of the End User prior to the End User notifying Provider of the cancellation.
- g. Any account that remains inactive for a period of twelve (12) months will be deemed inactive and may be terminated by Provider.

5. **AUDIT**. Provider is subject to audits from its data providers, and regularly performs its own client audits to minimize legal exposure and risk by verifying each client's compliance. Provider retains the right, at its own expense, upon at least twenty-four hours' notice, to audit, examine, and request copies of the authorization and disclosure signed by the Consumer or the adverse action notifications to ensure End User is complying with the FCRA and other state or local regulations.

Such audit will also verify that basic company information has not changed, the permissible purpose for procuring the Consumer Report is still valid, and that the appropriate data and security certifications are being maintained. Breaches of this Agreement and/or violations of applicable law discovered by Provider may result in immediate suspension and/or termination of the account, legal action and/or referral to federal or state regulatory agencies. Breaches and violations of service usage as alleged by data providers will be subject to suspension and/or termination of those services with a 10 day written notice.

6. **DATA OWNERSHIP.** End User acknowledges that all title, ownership and intellectual property rights of the Provider system, products and services (excluding End User Confidential Information and information supplied by Consumers, and all documentation relating thereto), shall remain the property of Provider and/or its licensors or suppliers. End User further acknowledges that Provider is an aggregator of third-party data and information and that all content contained in any Screening Report is the property of the applicable content owner and may be protected by applicable contract, copyright and related laws. End User shall retain the perpetual right to maintain its copies of Screening Reports in accordance with and subject to this Agreement. Any Consumer data and/or personal identifying information provided by End User to Provider and used by Provider directly or indirectly in the performance of this Agreement shall remain at all times the property of End User. Provider shall maintain the confidentiality of such information pursuant to the confidentiality clause contained herein and shall only use such personal data for the purposes of this Agreement and shall not disclose such except in performance of their obligations. Provider shall be entitled to maintain a copy of such personal data in order to comply with any applicable laws.
7. **WARRANTY.** Provider acknowledges that they will provide services to End User consistent with generally accepted and reasonable industry standards in obtaining information from third parties and will further comply with the FCRA and other applicable laws. End User expressly acknowledges and agrees that the use of the system, services, reports, and data offered by and through Provider is at the sole risk of End User. End User acknowledges that the information compiled in the Report may have been derived from third parties, including but not limited to, third party databases, records, individual references, educational institutions and/or governmental agencies and records, and the information maintained by those third parties may not be under the control of Provider. As such, Provider cannot be a guarantor of such third party information. Nevertheless, Provider has in place procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law. End User specifically holds harmless and waives any claim or claims against Provider's data suppliers, Equifax, The Work Number, Transunion, or other future data provider arising out of or related to the accuracy and currency of data contained in such data sources.

Provider does not guarantee End User's compliance with all applicable laws in its use of reported information. End User understands that any templates, compliance updates, education, best practices, recommendations, conversation or communication with Provider are not to be considered a legal opinion. End User understands that Provider may provide samples of certifications, Consumer consents, forms, notices, summary of rights, disclosures, authorizations, pre-adverse action letters or other Materials or information (hereinafter referred to as "Material") which End User may find helpful in meeting its obligations under the FCRA and other applicable state or local laws. Provider fully disclaims any and all liability relating to the content compliance or effectiveness of any such Material. Company acknowledges and agrees: (a) any provision of Material provided by Provider (including the End User AGREEMENT) relating to the FCRA or other applicable laws is provided for informational purposes only and does not constitute legal advice

and should not be considered legal opinion; and (b) neither the Agreement or any Material provided by Provider purport to reflect the totality of the End User's legal obligations with respect to the procurement and use of Consumer Reports.

End User represents that it has or will consult with its own legal or other counsel regarding all obligations under the FCRA or other laws, including required (1) notices and forms and to ensure that End User is complying with any and all applicable federal, state, and local law or regulation; (2) overall screening program compliance; and (3) the use of background screening information, including but not limited to, the legality of using or relying on reported information. End User agrees that it is solely responsible for having adequate and legally compliant Materials/documents under applicable laws.

End User understands that Provider's Risk Reduction Technology, if provided, is solely as a convenience to End User. Provider may score Consumer Reports based on criteria established and provided by End User ("Criteria"). Provider makes no representation regarding the legality or appropriateness of the Criteria. Scoring services rendered by Provider are purely clerical in nature and shall be performed by Provider on behalf of End User. All decisions, including hiring, contracting, site access, promotion or otherwise, are made solely by the End User and not by Provider. End User shall ensure all statuses are appropriately reviewed and changed, in particular any "Needs Further Review" will be appropriately changed within thirty (30) days.

NO ORAL OR WRITTEN INFORMATION OR ADVICE NOR ANYTHING CONTAINED HEREIN SHALL CREATE A WARRANTY, AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE ACCURACY, VALIDITY, COMPLETENESS OR BREADTH AND DEPTH OF ANY INFORMATION PRODUCTS OR CONSUMER REPORTS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, CONDITIONS MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT OR NON INFRINGEMENT OF THIRD PARTY.

8. INDEMNIFICATION.

- a. To the extent permitted under the Constitution and laws of the State of Texas, End User shall indemnify, defend and hold harmless Provider, its successors and assigns, officers, directors, employees, agents, vendors, credit bureaus and suppliers from and against any and all claims, suits, proceedings, damages, costs, expenses (including without limitation reasonable attorneys' fees and court costs) brought or suffered by any third party arising or resulting from, or otherwise in connection with End User's actions and decisions under this Agreement, including but not limited to:
 - i. Wrongful or illegal use of the Report, system, services or data;
 - ii. The negligence, intentional wrongdoing or willful misconduct by End User;
 - iii. The scope and comprehensiveness of the background check contracted for and conducted on the behalf of and at the direction of the End User;
 - iv. The Materials as defined above or End User's forms;
 - v. End User's decisions, selection or hiring criteria and decisions;
 - vi. End User's violation of any applicable federal, state or local law, ordinance or regulation or the End User's application of any law or legal interpretation thereof; and
 - vii. Any breach by the End User of any of its representations, warranties, or certifications in this Agreement.
- b. Provider agrees to indemnify, defend and hold harmless End Users, its successors and assigns,

officers, directors, employees, agents, vendors, credit bureaus and suppliers from and against any third party claims, suits, proceedings, damages, costs, expenses (including without limitation reasonable attorneys' fees and court costs) arising out of Provider's (1) breach of its responsibilities under applicable law; (2) breach of security or confidentiality (3) negligence or willful misconduct in the performance of its responsibilities.

- c. The PROVIDER shall promptly notify the END USER in writing of any Action and cooperate with the END USER in the defense of such action. The END USER will have control of any defense and investigation of such Action and any counsel employed by END USER shall be employed at the END User's cost and expense. The END USER shall not settle any Action in any manner that adversely effects the rights of the PROVIDER without the PROVIDER's prior written consent. The PROVIDER's failure to perform any obligation under this provision shall not relieve the END USER of its obligations and responsibilities under this section except to the extent that the END USER can demonstrate that it has been materially prejudiced as a result of such failure. The PROVIDER may participate in or hire its own counsel to participate in the proceedings at its own cost and expense. Notwithstanding anything else contained herein, the attorney general of Texas has full powers and duties pursuant to the Constitution and laws of the State of Texas to handle actions, in which the state is interested, including the End User.

9. LIMITATION OF LIABILITY.

- a. TO THE EXTENT PERMITTED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, PROVIDER WILL NOT BE LIABLE TO END USER OR OTHER THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, (INCLUDING LOST REVENUES, INCOME, OPPORTUNITY, OR PROFIT) ARISING FROM PROVIDER SERVICES. WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. TO THE EXTENT PERMITTED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, PROVIDER'S AGGREGATE LIABILITY, IF ANY, SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY END USER TO PROVIDER FOR THE SERVICE PERFORMED OVER THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. TERM AND TERMINATION.

- a. Term. The initial term of this Agreement shall be for two (2) Years, with three (3) options to extend in one (1) year increments. Any option to extend must be in writing and executed by both parties.
- b. Termination for Convenience. After the first year (a 12 month period) after the effective date, either party may terminate this Agreement for convenience and without penalty by providing at least sixty (60) days written notice to the other party.
- c. Termination for Cause. In addition to any and all other rights a party may have available according to law, if a party materially breaches this Agreement, or defaults by failing to perform any provision, term or condition of this Agreement, the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe in detail the nature of the default. The party receiving notice shall have thirty (30) days from the receipt of such notice to cure the default(s). Unless waived by the party providing notice, the failure to cure the defaults shall result in an automatic termination of this Agreement. In addition, Provider has the right to suspend services to the End User, if Provider reasonably believes End User is in violation of any applicable law or puts Provider in a risk of non-compliance with applicable state, local or federal law.

- d. Either Party has the right to terminate this Agreement, effective upon written notice of the other party, if:
 - i. The other party becomes insolvent or admits its inability to pay its debts generally as they become due;
 - ii. Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed or is not dismissed or vacated within 45 days after filing;
 - iii. Is dissolved or liquidated or takes any corporate action for such purpose;
 - iv. Makes a general assignment for the benefit of creditors; or
 - v. Has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
 - e. Changes in Law/Regulatory Termination. In the event any law, regulation or rule is enacted or modified or there is any substantial change in the judicial or administrative interpretation of any existing law, regulation or rule that will materially and adversely affect either Party's ability to perform under this Agreement or to realize the intended benefits of this Agreement, the Parties will use their best efforts to modify this Agreement in a manner that will mitigate the effect of such change. If no reasonable modification can be made to bring the Parties in to compliance with such change in law, then either party may terminate this Agreement by providing thirty (30) days written notice.
11. **FORCE MAJEURE.** NEITHER PARTY is responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes, pandemics (new or existing), public emergency, government regulation, instruction, or order, and/or Acts of God) that prevents the party from meeting its obligations under this Agreement. This provision shall become effective only if the party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure event, limits delay in performance to that required by the event, and takes all reasonable steps to minimize damages and resume performance. Notwithstanding anything contrary contained herein, if the Force Majeure event continues for a period of more than thirty (30) days, either party may thereafter exercise its rights pursuant to this provision to terminate this agreement without liability by delivering a written notice of termination to the other party.
12. **GOVERNING LAW.** This agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of Texas other than conflict of laws principles thereof directing the application of any law other than that of Texas. Any legal action or proceeding with respect to this Agreement shall be brought in the State or Federal court of Texas.
13. **INTERPRETATION.** This Agreement shall be construed as if it were jointly prepared. Both parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of End User and an officer of Provider. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.
14. **EFFECTS OF AGREEMENT.** Except for the RFP, and any exceptions thereto, submitted by the Provider to the End User, which become part of this Agreement as if they were fully referenced herein, this Agreement (which shall include all current and future exhibits hereto) embodies the entire understanding between Provider and End User with respect to the subject matter hereof

and supersedes any and all prior understandings and agreements, oral or written relating thereto.

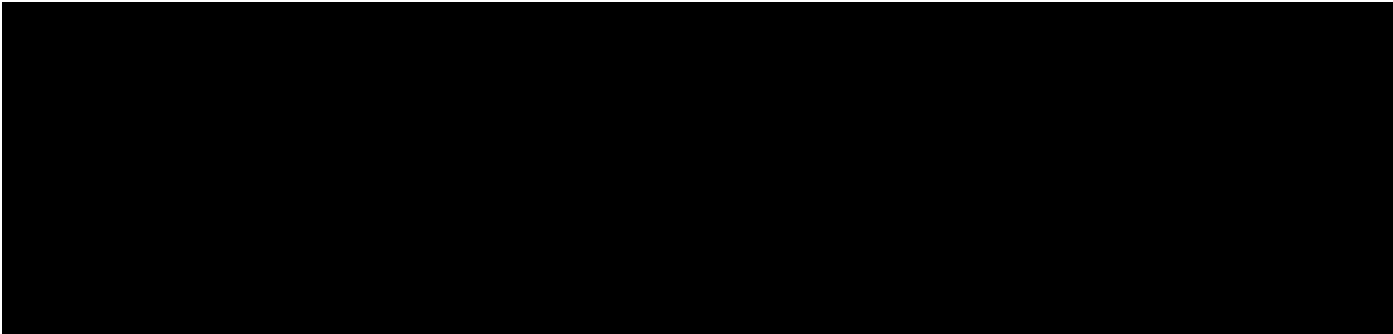
15. **ASSIGNMENT.** Neither party shall assign this Agreement or any interest herein or allow the same to be assigned by operation of law or otherwise without the prior written consent of the other party; provided however, Provider may transfer or assign this Agreement to any of its Affiliates or successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
16. **NO WAIVER.** No delay or omission by either Party in exercising any right, power or remedy hereunder or otherwise afforded by contract, at law, in equity or by statute, shall constitute an acquiescence therein, impair any other right, power or remedy hereunder, or otherwise afforded by contract, at law in equity or by statute, or operate as a waiver of such right, power or remedy.
17. **SEVERABILITY.** If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.
18. **ATTORNEY'S FEES.** If an action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement then, to the extent permitted by the Constitution and laws of the State of Texas, the prevailing party shall be entitled to recover from the other party, reasonable attorney's fees and court costs.
19. **NOTICES.** Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed above.
20. **RELATIONSHIP OF PARTIES.** It is understood and agreed to by the Parties that they are independent contractors, and nothing contained herein or any Addendum hereto shall be construed as creating a joint venture, partnership, licensor-licensee, principal-agent, master-servant, employer-employee mutual agency relationship or association between or among the parties.
21. **AUTHORITY.** Each party represents and warrants that (a) it is dully organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary actions of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligations of such party, enforceable against such party in accordance with its term.
22. **SURVIVAL.** The following provisions shall survive the termination of this Agreement, Paragraph 3,

4, 5, 6, 7, 8, 9, 10 and 18 or any other provision which the parties would reasonably expect to survive the termination of this Agreement.

I have read and understand the above terms and conditions, and I hereby certify that I am authorized to execute this AGREEMENT on behalf of the company listed above. Further, I certify on behalf of such company, and agree for the company to the terms and conditions set forth in the AGREEMENT. I have read and understand the "Notice to Users of Consumer Reports" notice (*Exhibit B*) and "Summary of Your Rights" notice (*Exhibit C*) and will take all reasonable measures to enforce them within my facility. I certify that I will use any Consumer Reports ordered for no purpose other than what is stated in the Permissible Purpose section on this application. I will not sell the Consumer Reports to any Consumer or any other business directly or indirectly.

UNIVERSITY OF NORTH TEXAS SYSTEM
"End User"

ACCURATE BACKGROUND, LLC
"Provider"



Date: 8/27/2020

Date: 8/27/2020 | 4:14:10 PM PDT

Exhibit A – Access Security and Data Disposal Requirements

In signing the End User Agreement, you agree to follow these measures.

Access Security Requirements

For the purposes of this Exhibit, the term “Authorized User” means an End User employee that the End User has authorized to order and/or access the Service and who is trained on the End User’s obligations under this Agreement with respect to the ordering and use of the Service. End User will, with respect to handling Consumer Reports from Provider:

1. Ensure that only Authorized Users can order or have access to the Service.
2. Ensure that Authorized Users do not order Consumer Reports for personal reasons or provide them to any third party except as permitted by this Agreement.
3. Ensure that all devices used by End User to order or access the Services are placed in a secure location and accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures.
4. Take all necessary measures to prevent unauthorized ordering of, or access to the Services by any person other than an Authorized User for permissible purposes, including, without limitation, limiting the knowledge of the usernames, user IDs, and any passwords End User may use, to those individuals with a need to know; changing End User’s passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Service, or if End User suspects an unauthorized person has learned the password; and using all security features in the software and hardware End User uses to order or access the Services.
5. Service via any wireless communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals, portable data terminals, and wireless enabled computers (laptops) are acceptable however they must be contained to company infrastructure and must meet security encryption standards for connectivity.
6. Not use personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, DVDs, software, and code) to store Consumer Reports. All printed Consumer Reports must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose.
7. If End User electronically sends, transfers or ships any Consumer Reports, encrypt the Consumer Report using the following minimum standards, which standards may be modified from time to time by Provider: Advanced Encryption Standard (AES), minimum 128-bit key, encrypted algorithms.
8. Monitor compliance with the obligations of this Exhibit and immediately notify Provider if End User suspects or knows of any unauthorized access or attempt to access the Services, including, without limitation, a review of each Provider invoice for the purpose of detecting any unauthorized activity.
9. Not ship hardware or software between locations or to third parties without deleting all Provider usernames, user IDs, passwords, and any consumer information.
10. Inform Authorized Users that unauthorized access to Services may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment. Under Section 621(a)(2)(A) of the FCRA, any person that violates any provisions of the FCRA may be liable for a civil penalty of

not more than \$2,500.00 per violation.

11. Use commercially reasonable efforts as described in the next Section to assure data security when disposing of Consumer Reports or records obtained from Provider. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of End User's activities (e.g. the Federal Trade Commission) applicable to the disposal of consumer information or records.

Proper Disposal of Consumer Information

As used herein, the term "Consumer Information" shall mean any record about an individual, whether in paper, electronic, or other form, that is a Consumer Report or is derived from a Consumer Report. Consumer Information also means a compilation of such records. Consumer Information does not include information that does not identify individuals, such as aggregate information or blind data.

"Dispose," "disposing," or "disposal" means: (1) The discarding or abandonment of consumer information, or (2) The sale, donation, or transfer of any medium, including computer equipment, upon which consumer information is stored.

1. Standard. Any person who maintains Consumer Information for a business purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal.
2. Examples. Reasonable measures to protect against unauthorized access to or use of Consumer Information in connection with its disposal include the following examples:
 - a. Implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, or shredding of papers containing Consumer Information so that the information cannot practicably be read or reconstructed.
 - b. Implementing and monitoring compliance with policies and procedures that require the destruction or erasure of electronic media containing Consumer Information so that the information cannot practicably be read or reconstructed.
 - c. After due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material, specifically identified as Consumer Information, in a manner consistent with this rule.
 - d. For persons who maintain Consumer Information through their provision of services directly to a person subject to this part, implementing and monitoring compliance with policies and procedures that protect against unauthorized or unintentional disposal of Consumer Information, and disposing of such information in accordance with examples (2)(a) and (b) of this section.

Exhibit B – Notice to Users of Consumer Reports

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau’s website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau’s (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB’s website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers’ privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer’s account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer’s account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer’s eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant’s financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making “prescreened” unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of “prescreened” information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is

being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term “adverse action” is defined very broadly by Section 603. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer’s right to obtain a free disclosure of the consumer’s file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer’s right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer’s written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer’s

alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed.

Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations are available at www.consumerfinance.gov/learnmore.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied

upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identify of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681
Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681c-A
Section 605B	15 U.S.C. 1681c-B
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h
Section 611	15 U.S.C. 1681i
Section 612	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k
Section 614	15 U.S.C. 1681l
Section 615	15 U.S.C. 1681m
Section 616	15 U.S.C. 1681n
Section 617	15 U.S.C. 1681o
Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 621	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u
Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y

Exhibit C – A Summary of Your Rights Under the Fair Credit Reporting Act

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567- 8688.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480
c. Non-member Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street S.W. Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

The following notice is required by federal law to inform consumers about their right to obtain a security freeze from the nationwide consumer reporting agencies Equifax, Trans Union, and Experian.

For more information, visit www.identitytheft.gov.

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

GDPR Data Processing Agreement

To the extent that Accurate Background (Processor) engages in the processing of personal data on behalf of UNIVERSITY OF NORTH TEXAS SYSTEM (Controller), in the course of carrying out Processor's obligations under the Agreement, Processor shall comply with all applicable data protection laws, including but not limited to European Union Directive 95/46/EC and Regulation 2016/679 (the General Data Protection Regulation or "GDPR"). Unless otherwise specified all terms used herein shall have the same meaning as under the GDPR.

Without limiting the foregoing, the Parties represent, warrant, and agree:

1. Processor shall implement appropriate technical and organizational measures in such a manner that processing will meet the requirements of the GDPR and ensure the protection of the rights of the data subject.
2. Controller grants Processor general authorization to engage other processor(s) (i.e. subprocessor(s)). Controller authorizes and consents to the use of those subprocessors already engaged by Processor as of the date of this Addendum and as otherwise listed on the Accurate Background website, provided, however, that Processor shall comply with the requirements of Section 3, and also shall provide Controller with prior written notice of any intended changes concerning the addition or replacement of other subprocessor(s), thereby giving the Controller the opportunity to object to such changes on data protection grounds. In the event that Controller objects within five business days of the request, Processor may not utilize the subprocessor(s) that are the subject of the objection. Controller recognizes and agrees that objection to a subprocessor may adversely impact the ability of the Processor to comply with its service obligations under the Agreement and agrees that no performance penalties will apply in such cases. Processor will work with Controller in good faith to address the objections made to a subprocessor. In the event Processor is unable to resolve such objections and thereby is unable to comply with its service obligations under the Agreement, either party may terminate the Services which require the use of the proposed subprocessor.
3. Where Processor engages another processor for carrying out specific processing activities on behalf of Controller, the same data protection obligations as set out in the Agreement and herein shall be imposed on that other processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR and other applicable law. Where that other processor fails to fulfil its data protection obligations, Processor shall remain fully liable to Controller for the performance of that other processor's obligations.
4. Processing may only be undertaken for purposes set forth in the Agreement and any exhibits, statements of work or addenda executed between the parties or written instructions of the Controller ("Instructions") setting out the subject matter and duration of the processing to be undertaken, the nature and purpose of the processing, the type of personal data and categories of data subjects to be processed.
5. Processor shall:



- (a) process the personal data only on documented instructions from the Controller (unless doing so would be unlawful or change the services offered), including with regard to transfers of personal data to a third country or an international organization, unless required to do so by law to which the Processor is subject; in such a case, the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. For purposes of clarity, Controller understands and agrees that if Controller requests a consumer report subject to the U.S. Fair Credit Reporting Act, 15 U.S.C. § 1681 et. seq., Controller acknowledges and agrees that Processor has obligations under such law with respect to consumer reports, including but not limited to duties with respect to accuracy, access and correction.
 - (b) ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (c) secure all personal data, including taking all measures required pursuant to GDPR Article 32;
 - (d) only engage another processor in compliance with the terms set forth in Sections 2 and 3;
 - (e) At Controller’s expense, assist the Controller, taking into account the nature of the processing, by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR (GDPR Articles 12-23);
 - (f) Assist the Controller in ensuring compliance with the obligations pursuant to GDPR Articles 32 to 36 taking into account the nature of processing and the information available to the processor;
 - (g) at the choice of the Controller, delete or return all personal data to the Controller after the end of the provision of services relating to processing and delete existing copies unless retention of the personal data is required by law; and
 - (h) make available to the Controller all information reasonably necessary to demonstrate compliance with the obligations set forth herein and, at Controller’s expense, allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller, and Processor shall immediately inform Controller if, in its opinion, an instruction infringes GDPR requirements or other European Union or Member State data protection provisions.
6. If any of the personal data to be processed includes any data originating in the European Economic Area or Switzerland, then the Parties agree and enter into the Standard Contractual Clauses which have been added for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.
7. Processor shall comply with Section 3 and Sections 5(e) and (f) of this agreement and with all other provisions upon execution by the Parties.

Accurate Background LLC

University of North Texas System
UNIVERSITY OF NORTH TEXAS SYSTEM



Printed Name & Title

Printed Name & Title

STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, the data exporters and the data importers identified below, each a 'party'; together 'the parties', HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Name of data exporting organization: UNIVERSITY OF NORTH TEXAS SYSTEM

And

Name of data importing organization: Accurate Background, LLC

Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data⁽¹⁾;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the sub-processor'* means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organizational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure

⁽¹⁾ Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

- (c) that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer⁽²⁾

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform

⁽²⁾ Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defense, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognized sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organizational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorized access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses⁽³⁾. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

⁽³⁾ This requirement may be satisfied by the sub-processor co-signing the contract entered into between the data exporter and the data importer under this Decision.



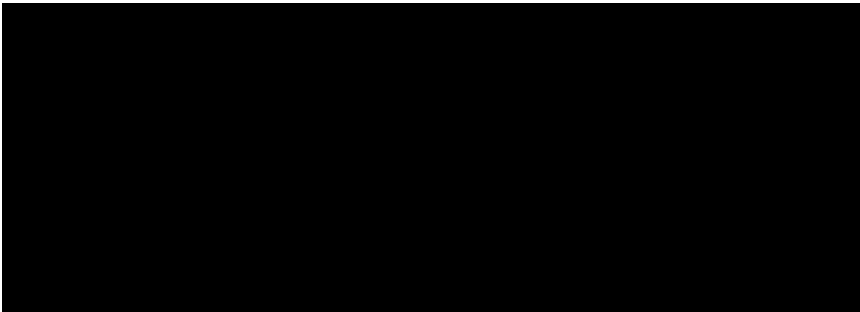
- 3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
- 4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter’s data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

- 1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
 - 2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.
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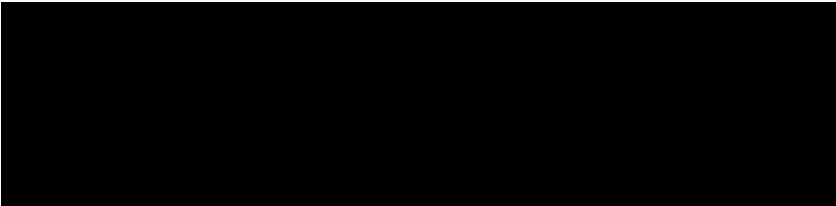
DATA EXPORTER



Other information necessary in order for the contract to be binding (if any):

DATA IMPORTER

Name: Accurate Background, LLC



Address: 7515 Irvine Center Drive, Irvine, CA 92618

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is listed above.

Data importer

The data importer is a service provider who performs employment screening and verifications of the personal information of the applicants for the purposes of ensuring an applicant's capabilities with regard to a particular position and avoiding additional liability for data exporter with regards to improper hiring. With such information data exporter can evaluate if they will hire the applicant or not and if findings align with contractual and regulatory requirements.

Data subjects

The personal data transferred concern the following categories of data subjects: job applicants, and potentially contractors, subcontractors and/or temporary employees.

Categories of data

The personal data transferred concern the following categories of data:

- Identification data - name, internal ID number, government-issued identification numbers (where authorized by the law of the data exporter);
- Contact information - home and business addresses, phone number, fax, mobile devices and email addresses;
- Personal information - birth date;
- Criminal record - file number, file date, charges, level of charge, disposition and sentence (if any);
- Social Security Number (or equivalent);
- Driver's history - driver's license and state of issuance (or equivalent);
- Credit history information - places of employment and prior address, credit account types, terms, amounts past due, loan types, balances, public records, high credit, dates opened and closed, payment patterns, credit limits and modes of payment;
- Education information - diploma earned, major, degree(s) earned and graduation; dates related to attendance; and
- Employment information - previous and current employers, dates of employment, position held, salary and eligibility to rehire.

Special categories of data

The personal data transferred concern the following special categories of data:

- Criminal record - file number, file date, charges, level of charge, disposition and sentence (if any)

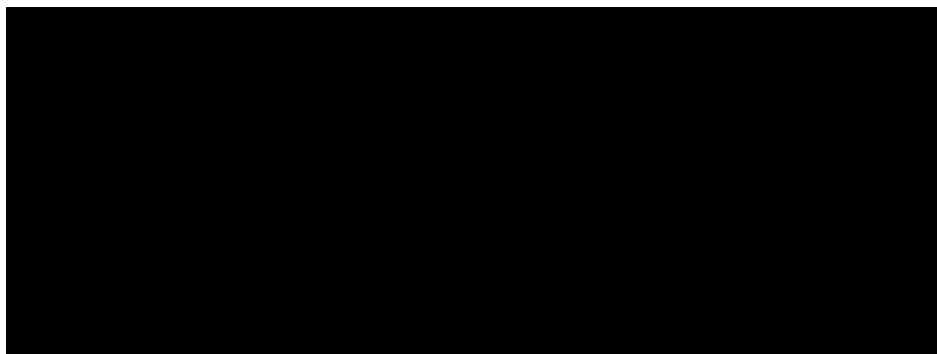
Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

Data importer receives information from third parties and assembles the relevant data into employment screening reports for data exporter to evaluate applicant. Data importer will securely store data for the length of time it is needed.

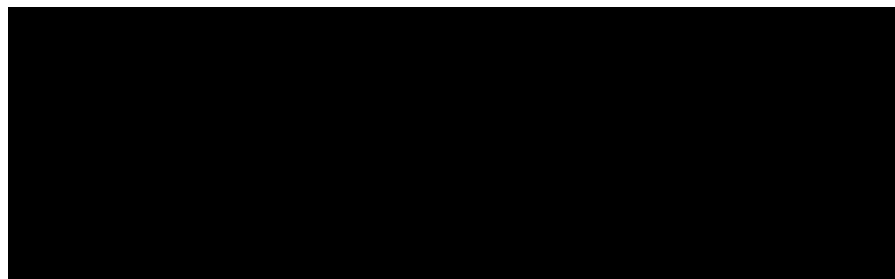
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DATA EXPORTER



Other information necessary in order for the contract to be binding (if any):

DATA IMPORTER



Address: 7515 Irvine Center Drive, Irvine, CA 92618

Appendix 2 to the Standard Contractual Clauses

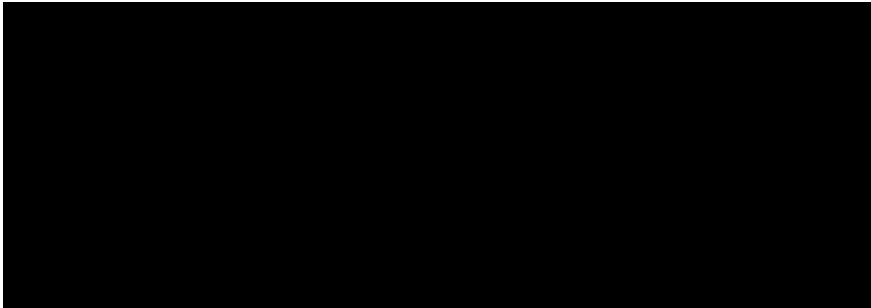
This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer employs commercially reasonable security and technical measures to adequately protect the data received, stored, and transmitted as set forth in the underlying Agreement between the Data Exporter and the Data Importer.

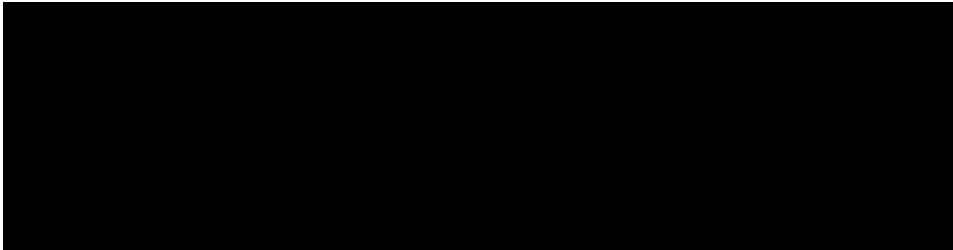
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DATA EXPORTER



Other information necessary in order for the contract to be binding (if any):

DATA IMPORTER



Address: 7515 Irvine Center Drive, Irvine, CA 92618

Addendum A – Pricing

- Statutory fees may be imposed in certain counties on criminal searches across the United States. These fees are verified with the courts directly and will be billed only where applicable. A list of statutory fees is available upon request and is subject to change without notice due to changes in court impositions of such fees.
- Employment and Education Verifications conducted through third party entities may carry additional fees, which will only be billed when applicable.
- On Motor Vehicle and Statewide Criminal Searches, state fees will be charged which are billed as a pass through charge. A list of state fees for Motor Vehicle and Statewide Criminal Searches is available upon request and is subject to change without notice due to changes in state impositions of such fee.
- Additional fees apply for Document Retrieval and copies of court cases. Add \$15 per verification for translation when necessary.
- International criminal search fees vary based on country/territory.
- A \$5.00 data entry fee will be assessed for manual entry requests.
- If additional hits (i.e., criminal records) are uncovered through the National Criminal Database or a Statewide search in a county that was not previously uncovered by the National SSN/Address locator, a local county felony/misdemeanor search will be added to the package at the a la carte rate.
- If additional verification is required for CBSV, additional fees may apply.
- Drug Test Collection Fees are for “In Network” locations only. Additional fees may apply for Out of Network locations.

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System ("UNTS") 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. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNTS; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. 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. Invoices and any required supporting documents must be presented to: University of North Texas System – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

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 Gov't 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. UNTS is exempt from the payment of taxes and will provide documentation confirming its tax exempt status.

Breach of Contract Claims Against UNTS. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't 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 the parties to attempt to resolve any claim for breach of contract against UNTS 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. Venue for any suit filed against UNTS 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, UNTS' 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, UNTS shall issue written notice to Vendor that UNTS may terminate the Agreement without further duty or obligation.

Travel Expenses. 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. UNTS 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 UNTS in an electronic format. The requirements of Subject J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to UNTS records retention requirements; (2) to promptly provide contracting information to UNTS when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNTS or to preserve all contracting information according to UNTS' records retention requirements.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNTS is required by Section 2261.253 of the Texas Gov't 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. UNTS, 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 UNTS shall, without further requirement, satisfy all insurance obligations of UNTS under the Agreement.

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. UNTS 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 UNTS 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 not be binding on UNTS, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR  Accurate Background, LLC
DocuSigned by:

UNIVERSITY OF NORTH TEXAS SYSTEM

Date: 8/20/2020 | 1:49:18 PM PDT

Date: 8/27/2020

Addendum A – Pricing

Product Name	Unit Price
SSN/National Address Locator	\$1.00
All FCRA Notifications - Excludes Scoring (per letter)	\$2.00
Subject Notification - including electronic (per letter)	\$2.00
Adverse Action Notification (per letter)	\$2.00
Pre-Adverse Action Notification (per letter)	\$2.00
National Sex Offender	\$2.75
National Criminal Database	\$1.25
OIG - Healthcare Sanctions	\$3.50
FACIS - Level 1	\$3.00
Consent Based SSN Verification	\$6.35
Statewide Criminal History	\$7.00
Education - Highest Degree	\$8.00
Criminal History- Single County	\$8.50
Professional License - 1 licenses	\$6.50
Professional License - 2 licenses	\$12.00
Employment - Last 3 Employers	\$16.50
County Criminal History - 7 Yr. - unlimited counties based on 7-yr. SSN Trace	\$16.00
Employment Document Collection	\$0.75
Education Document Collection	\$0.75
Education - Additional	\$5.87
Employment - Single	\$6.72

- Statutory fees may be imposed in certain counties on criminal searches across the United States. These fees are verified with the courts directly and will be billed only where applicable. A list of statutory fees is available upon request and is subject to change without notice due to changes in court impositions of such fees.
- Employment and Education Verifications conducted through third party entities may carry additional fees, which will only be billed when applicable.
- On Motor Vehicle and Statewide Criminal Searches, state fees will be charged which are billed as a pass through charge. A list of state fees for Motor Vehicle and Statewide Criminal Searches is available upon request and is subject to change without notice due to changes in state impositions of such fee.
- Additional fees apply for Document Retrieval and copies of court cases. Add \$15 per verification for translation when necessary.
- International criminal search fees vary based on country/territory.
- A \$5.00 data entry fee will be assessed for manual entry requests.
- If additional hits (i.e., criminal records) are uncovered through the National Criminal Database or a Statewide search in a county that was not previously uncovered by the National SSN/Address locator, a local county felony/misdemeanor search will be added to the package at the a la carte rate.
- If additional verification is required for CBSV, additional fees may apply.
- Drug Test Collection Fees are for “In Network” locations only. Additional fees may apply for Out of Network locations.



REQUEST FOR PROPOSAL

RFP No.: 769-20-0909-JR

Title: Background Check Service Provider

Proposal Submittal Deadline: **October 3, 2019, 2:00 pm, local time**

Prepared by:

Jon Rascon, Director of Procurement Services
University of North Texas System Procurement Services

Business Service Center

1112 Dallas Drive, Suite 4000

Denton, Texas 76205

Date Issued: September 13, 2019

REQUEST FOR PROPOSAL

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ATTACHMENT(S) *(as separate files)*

- ATTACHMENT A - Sample Service Agreement

SECTION 1: INTRODUCTION

1.1 UNTS System Description

The University of North Texas System (UNTS) is seeking proposals for Background Check Services (NIGP commodity code 917-48). UNTS is a University system that is composed of the University of North Texas in Denton (UNT), the University of North Texas Health Science Center (UNTHSC) in Fort Worth and the University of North Texas at Dallas (UNTD). The UNT System Administration is based in downtown Dallas. The three independent universities of the UNT System have combined enrollment of just over 42,000 students across five major teaching locations, including each main campus as well as Frisco and downtown Dallas. Proposals submitted in response to this RFP shall be for goods and/or services provided to UNTS, UNT, UNTHSC and/or UNTD, as agreed to in writing by the parties.

1.2 Background

The University of North Texas System has an average of 4000 background checks performed on potential employees each year. These checks are used to identify in advance any potential issues as well as mitigate any security risks.

1.3 Group Purchase Authority

Texas law authorizes institutions of higher education to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer(s) under this Section. Should another institution exercise this option the resulting contract and obligations shall be between that institution and the vendor with UNTS incurring no obligation as a result thereof.

SECTION 2: NOTICE TO PROPOSER

2.1 Submittal Deadline

UNTS will accept proposals submitted in response to this RFP until 2:00 p.m., local time, on October 3, 2019 (the “Submittal Deadline”).

2.2 UNTS Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following UNTS contact (“UNTS Contact”):

Jon Rascon, Director of Procurement Services

The University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to the UNTS Contact via the following link: <https://www.untsystem.edu/bid-inquiry>.

The UNTS Contact must receive all questions or concerns no later than 5:00 PM on September 23, 2019. It is UNTS’ intent to respond to all appropriate questions and concerns; however, UNTS reserves the right to decline to respond to any question or concern.

Answers to questions will be posted via addendum to this RFP on UNTS Business Service Center Bid Opportunities web page located at: <https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities>. Vendors are strongly advised to review this page at least four (4) business days prior to the due date for submissions or earlier to ensure that you have received all applicable addenda.

2.3 Criteria for Selection

The successful Proposer(s), if any, will be the Proposer(s) who submit a response to this RFP on or before the Submittal Deadline, and whose response is the best value UNTS, taking into consideration the evaluation criteria contained herein. Selection by UNTS will be in accordance with the requirements and specifications set forth in this RFP. The successful Proposer(s) is/are referred to as the “Contractor”. UNTS reserves the right to make a single award from this solicitation or multiple awards, whatever is in the best interest of the University, with UNTS being the sole judge thereof.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to UNTS as outlined below. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to UNTS in a contract for the services.

An evaluation team from UNTS will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. Proposers should address, within the response, each of the criteria listed in this section. Failure to respond to these criteria may result in your proposal receiving a negative rating or considered as non-responsive. Proposers should note that the awarded proposal may not be the lowest offer, but the offer(s) deemed most advantageous to UNTS as described in this section.

The criteria to be considered by UNTS in evaluating proposals and selecting awardee(s), will be the following factors:

- 2.3.1 Financial Considerations including service fees;
- 2.3.2 Quality of References (current clients similar in structure to the University of North Texas System);
- 2.3.3 Quality of product/service offering that includes, at minimum, the listing in Sec. 5.2;
- 2.3.4 Corporate Structure; and
- 2.3.5 Quality and thoroughness of proposal

Furthermore, UNTS may consider information related to past contract performance of a respondent including, but not limited to, the Texas Comptroller of Public Accounts Vendor Performance Tracking System.

2.4 Schedule of Key Events

(Ref. Section 2.1 of this RFP)

<i>RFP Issuance</i>	<i>.....</i>	<i>9/13/2019</i>
<i>Pre-Submittal Conference</i>	<i>.....</i>	<i>9/20/2019, 2:30 PM</i>
<i>Deadline for questions/inquiries</i>	<i>.....</i>	<i>9/23/2019</i>
<i>Submittal Deadline</i>	<i>.....</i>	<i>10/03/2019, 2:00 PM</i>

Note: This events schedule is for planning purposes only and may be changed at the sole discretion of UNTS.

2.5 Historically Underutilized Businesses

In accordance with Texas Gov't Code §2161.252 and Texas Administrative Code §20.14, each state agency (including institutions of higher education) as defined by §2151.002 that considers entering into a contract with an expected value of \$100,000 or more shall, before agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract.

UNTS has determined that subcontracting opportunities (check one) ☐ are probable ☒ are not probable under the agreement.

2.6 Pre-Submittal Conference

A pre-submittal conference will be held on **9/20/2019, 2:30 PM, Local time at the University of North Texas Business Service Center located at 1112 Dallas Drive, Room 4202A, Denton, TX 76205**

SECTION 3: SUBMITTAL OF PROPOSAL

3.1 Number of Copies

Proposer must submit one (1) complete original copy of its *entire* proposal. An *original* signature by an authorized officer must appear on the Execution of Offer (ref. Appendix One, Section 2) of submitted proposal. The Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

The University does not consider electronic signatures to be valid for submittal of competitive solicitation responses. Therefore, the original signature must be a "wet signature."

In addition to the original proposal, Proposer must submit one (1) complete copy of the *entire* proposal electronically on a USB flash drive. The USB flash drive must include a protective cover and be labeled with Proposer's name and the RFP number.

3.2 Submittal

Proposals must be received by UNTS on or before the Submittal Deadline (ref. Section 2.1 of this RFP) and should be delivered to:

University of North Texas System
Procurement Services
Business Service Center
1112 Dallas Drive, Suite 4000
Denton, TX 76205

Proposals must be typed on letter-size (8.5" x 11") paper. Sections within the proposal are to be tabbed for ease of reference. Pre-printed material(s), if included, should be referenced in the proposal and included as labeled attachments.

Request for Proposal number and submittal date should be marked in the lower left-hand corner of sealed bid envelope (box/container). If an HSP is required (refer to Section 2.5), both the proposal and the completed HSP must be in individual sealed envelopes and both envelopes placed in one sealed master container.

Note: Electronic submittals via facsimile or other electronic means will not be accepted, unless otherwise specified within this RFP.

3.3 Proposal Validity Period

Each proposal must state that it will remain valid for UNTS' acceptance for a minimum of one hundred and eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and, any unforeseen delays. Should circumstances arise that require an extension to this period, UNTS reserves the right to provide extensions at its discretion.

3.4 Terms and Conditions

3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Notice to Proposer (ref. Section 2 of this RFP), Proposal Requirements (ref. Section 5 of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

- 3.4.1.1 Specification (ref. Section 5 of this RFP),
- 3.4.1.2 Proposal Requirements (ref. Appendix One),
- 3.4.1.3 Notice to Proposers (ref. Section 2 of this RFP).

3.4.2 UNTS intends to enter into an agreement with the Contractor in substantially the form of the attached Sample Agreement(refer to ATTACHEMNT A Sample Service Agreement). Award is contingent upon the successful execution of agreement.

3.5 Submittal Checklist

Proposer is to complete, sign, and return the following documents as a part of its proposal. Failure to return each of these items with the proposal may result in rejection of the proposal.

3.5.1 Signed and Completed Execution of Offer (ref. Appendix One, Section 2).

3.5.2 Responses to Proposer's General Questionnaire (ref. Appendix One, Section 3).

3.5.3 Signed and Completed Addenda Checklist (ref. Appendix One, Section 4).

3.5.4 Responses to evaluation criteria.

SECTION 4: GENERAL TERMS AND CONDITIONS

UNTS' standard purchase order terms and conditions can be found at https://www.untsystem.edu/sites/default/files/bsc_po_terms_12.19.2017.pdf.

Additionally, attached is a sample Services Agreement (refer to Section 3.4.2 of this RFP).

4.1 Term.

The initial term of the contract resulting from this RFP shall be for two (2) years, with three (3) options to extend in one (1) year increments. Options to extend are by mutual consent and in writing. Either party may terminate after year one without penalty by giving at least Sixty (60) days' notice to the other party.

4.2 Exceptions

Any exceptions to the terms in either our standard purchase order terms and conditions or those included in the sample agreement should be clearly stated and included in a separate section of the Proposer's response and marked "exceptions". Proposers are advised that should UNTS not accept a stated exception, the result might be in the disqualification of the proposal.

SECTION 5: SCOPE OF SERVICES

5.1 Minimum Qualifications/Requirements

Awarded vendor must be licensed to do business in the State of Texas or capable of obtaining this license within 30 days of award. It is preferred, but not required, that the awarded vendor have at least five (5) years' experience in this industry, have several current clients of equal or larger employee size to the UNT System, and have the ability to conduct and moderate experience managing international searches. Awarded vendor must be able to integrate with PeopleAdmin Applicant System. The awarded vendor must be willing to indemnify the University of North Texas System for inaccurate results that result in adverse conditions.

5.2 Specifications/Deliverables

The UNTS desires that the awarded vendor perform the following background checks:

- Social security number validation
- Social security number trace
- Education confirmation (highest degree or level)
- Professional license verification
- Sex Offender Database check (local and national)
- National Criminal database Search
- Criminal felony and misdemeanor back 7 years (as revealed by SSN trace)
- GSA VOIG excluded parties
- Criminal background check under any alias names discovered

With your RFP response, please include samples of the above stated reports.

Requested reports should be returned within three to five business days of request.

Furthermore, Vendor should have live customer service support and chat during business hours (8-5 CST).

5.3 Pricing/Fees

Please include with your response a schedule of fees for the various categories of background checks/investigations offered. Please provide an ad hoc pricing list, as well as any bundled pricing options that are currently offered by the vendor.

APPENDIX ONE

Section 1: Affirmations and Confirmations

1.1 Purpose

UNTS is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by UNTS.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1.2 Inquiries and Interpretations

UNTS may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by UNTS as having received a copy of this RFP. Only UNTS's responses that are made by formal written Addenda will be binding on UNTS. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by UNTS prior to the Submittal Deadline will be and are hereby incorporated as a part

of this RFP for all purposes. This addenda shall be posted to UNTS' Bid Opportunities Web Page located at: <https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities>. Vendors are strongly encouraged to visit this page at least four (4) business days prior to submitting your response to ensure that you have received all applicable addenda.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist in Section 4 of this appendix. The Addenda Checklist should accompany the Proposer's proposal.

Any interested party that receives this RFP by means other than directly from UNTS is responsible for notifying UNTS that it has received an RFP package, and should provide its name, address, telephone number and FAX number to UNTS, so that if UNTS issues Addenda to this RFP or provides written answers to questions, that information can be provided to such party.

1.3 Public Information

Proposer is hereby notified that UNTS strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

All information, documentation, and other materials submitted in response to this RFP is subject to public disclosure under the *Texas Public Information Act (Government Code, Chapter 552.001, et seq.)*. Proposer will be advised of a request for public information that implicates their materials if those materials are marked "Confidential and Proprietary" and will have the opportunity to raise any objections to disclosure to the Texas Attorney General.

1.3 Type of Agreement

The UNTS intends to utilize an agreement similar to the sample attached.

1.4 Proposal Evaluation Process

UNTS will select Contractor by using the competitive sealed proposal process described in this Section.

UNTS may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, UNTS may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting such negotiations, UNTS will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At UNTS' sole option and discretion, UNTS may discuss and negotiate elements of proposals submitted with any or all proposers. Furthermore, UNTS may request presentations or system demonstrations from any or all proposers at no cost or obligation to UNTS.

After submission of a proposal but before final selection of Contractor is made, UNTS may permit a Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. UNTS is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to UNTS overall, as determined by UNTS according to the evaluation criteria contained herein.

UNTS reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of UNTS. Proposer is hereby notified that UNTS will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by UNTS.

1.5 Proposer's Acceptance of Evaluation Methodology

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.5 of APPENDIX ONE**), [b] the Criteria for Selection (ref. **2.3** of this RFP), [c] the Specifications and, [d] the terms and all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by UNTS during this RFP process.

1.6 Solicitation for Proposal and Proposal Preparation Costs

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and UNTS has made no representation written or oral that one or

more agreements with UNTS will be awarded under this RFP; (2) UNTS issues this RFP predicated on UNTS's anticipated requirements for the Services, and UNTS has made no representation, written or oral, that any particular scope of services will actually be required by UNTS; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.7 (Not Used)

1.8 Proposal Requirements and General Instructions

1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of UNTS.

1.8.3 UNTS will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.

1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by UNTS, at UNTS's sole discretion.

1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP. Proposers are encouraged to completely address the evaluation criteria

1.8.6 UNTS makes no warranty or guarantee that an award will be made as a result of this RFP. UNTS reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in UNTS's best interest. UNTS reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to UNTS, at UNTS's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by UNTS, in UNTS' sole discretion.
- 1.8.8 Should a vendor wish to protest or dispute determinations or awards made in connection with this RFP, it shall be done by submitting a Letter of Protest/Dispute to UNTS Senior Director for Procurement Services outlining the issue to be considered.

1.9 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. Appendix One, Section 2) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by UNTS, in its sole discretion.

1.10 Pricing and Delivery Schedule

Proposer must complete and return the Pricing Schedule (ref. Section 5 of this RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

UNTS will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to UNTS, and the time period within which Proposer proposes to be able to complete each such phase.

1.11 Proposer's General Questionnaire

Proposals must include responses to the questions in Section 3 of Appendix 1. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.12 Addenda Checklist

Proposer should acknowledge all addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. Appendix One, Section 4) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by UNTS, in its sole discretion.

1.13 Submittal

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP No. (ref. Section 1.3 of this RFP) and the Submittal Deadline (ref. Section 2.1 of this RFP) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Proposer must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP), if required, as directed by this RFP (ref. Section 2.5 of the RFP.)

Note: If proposal requires the submittal of an HSP, the completed HSP documents and the proposal response documents must be in separate sealed envelopes. Both envelopes are to be placed in a master container, and such master container should be marked in the lower left-hand corner with the RFP number and name and Submittal Deadline, as stated above.

Upon Proposer's request and at Proposer's expense, UNTS will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. UNTS will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFP.

UNTS will not accept proposals submitted by telephone, proposals submitted by facsimile ("fax") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to UNTS. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without UNTS's consent, which will be based on Proposer's

submittal of a written explanation and documentation evidencing a reason acceptable to UNTS, in UNTS's sole discretion.

By signing the Execution of Offer (ref. Appendix One, Section 2) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on UNTS that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with UNTS as specified herein and that such intent is not contingent upon UNTS' acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

1.14 Page Size, Binders, and Dividers

Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

1.15 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.16 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

Section 2: Execution of Offer

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S RESPONSE. . FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S RESPONSE MAY RESULT IN THE REJECTION OF THE PROPOSAL.

- 2.1** By signature hereon, Proposer represents and warrants the following:
- 2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between UNTS and Proposer; (3) UNTS has made no representation or warranty, written or oral, that one or more contracts with UNTS will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
 - 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - 2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
 - 2.1.6 If selected by UNTS, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 2.1.7 If selected by UNTS, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
 - 2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and

accurate. Proposer acknowledges that UNTS will rely on such statements, information and representations in selecting Contractor. If selected by UNTS, Proposer will notify UNTS immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.

2.1.9 Proposer will defend with counsel approved by UNTS, indemnify, and hold harmless UNTS, The University of North Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.

2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

2.2 By signature hereon, Proposer offers and agrees to furnish the services to UNTS and comply with all terms, conditions, requirements and specifications set forth in this RFP.

2.3 By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at UNTS.

2.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting

contract or agreement and, at UNTS's option, may result in termination of any resulting contract or agreement.

2.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.

2.7 By signature hereon, Proposer certifies as follows:

"Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

2.8 By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of UNTS of North Texas System, on the other hand, other than the relationships which have been previously disclosed to UNTS in writing; (ii) Proposer has not been an employee of any component institution of the University of North Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All

disclosures by Proposer in connection with this certification will be subject to administrative review and approval before UNTS enters into a contract or agreement with Proposer.

- 2.9** By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.10** By signature hereon, Proposer affirmatively states that it does not boycott Israel, pursuant to Texas Gov't Code Section 2270.001. Additionally, Proposer shall not engage in a boycott of Israel during the term of this Agreement.
- 2.11** By signature hereon, Proposer affirms its compliance with Texas Administrative Code Title 1, Part 10, Chapter 213, Subchapter C, Rule §213.38, Electronic and Information Resources Accessibility Standards for Institutions of Higher Education.
- 2.12** By signature hereon, Proposer represents and warrants that all products and services offered to UNTS in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.
- 2.13** Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time UNTS makes an award or enters into any contract or agreement with Proposer.
- 2.14** If Proposer will sell or lease computer equipment to UNTS under any agreements or other contractual arrangements that may result from the submission of Proposer's proposal then, pursuant to Section 361.965(c), *Health & Safety Code*, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, *Health & Safety Code* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, *Texas Administrative Code*. Section 361.952(2), *Health & Safety Code*, states that, for purposes of the Manufacturer Responsibility and

Consumer Convenience Computer Equipment Collection and Recovery Act, the term “computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

2.15 Proposer should complete the following information:

If Proposer is a Corporation, then list the State of Incorporation: _____

If Proposer is a Corporation, then list the Proposer’s corporate charter number: _____

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED, ON REQUEST, TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer’s Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

Section 3: Proposer's General Questionnaire

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED, ON REQUEST, TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

3.1 Proposer Profile

Company's Legal Name:

Address of principal place of business:

Address of office that would be providing service under the Agreement:

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any (mark "N/A" if not applicable)

Are you a certified Historically Underutilized Business (HUB)? (check one) ☐ YES
☐ NO

If "Yes", please indicate the issuing authority

and include copy of your certificate in your bid response package.

THIS AREA LEFT INTENTIONALLY BLANK

Section 4: Addenda Checklist

Proposal _____ of:

(Proposer Company Name)

To: The University of North Texas System

RFP Title _____

RFP No.: _____

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial where applicable).

Note: Only check the boxes that apply. For example, if there was only one addendum, initial just the first blank after "No. 1", not all 5 blanks below.

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer:

(Company Name)

By: _____
(Authorized Signature Name,
print or type)

(Title)

(Date)

Signature
signature)

(authorized

-END-

SERVICE AGREEMENT

Effective Date:

University:

University Address:

Attn:

Contractor:

Contractor Address:

Attn:

Services:

The Services to be provided under this Agreement are set forth in Exhibit "A" Scope of Services, attached hereto and incorporated herein for all purposes.

Completion Date:

Compensation:

RECITALS

This Service Agreement is made and entered into by University and Contractor as of the Effective Date.

WHEREAS, University desires that Contractor provide the Services, and Contractor desires to provide the Services to and for the benefit of University;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Contractor agree as follows:

AGREEMENT

1. Provision of Services. Contractor shall provide all necessary personnel, equipment, material, supplies, and facilities in the performance of the Services. Contractor shall perform the Services with that standard of professional care, skill, and diligence customarily and ordinarily provided in the performance of similar services.

2. Term. Unless otherwise terminated in accordance with the provisions set forth herein or by mutual written agreement of the parties, the initial term of this agreement shall begin on the Effective Date, and continue through the Completion Date, unless otherwise extended or terminated by the parties.

3. Termination. University may terminate this Agreement at any time upon _____ days prior notice. Either party has the right to terminate this Agreement if the other party is in default of any obligation hereunder. Contractor shall be entitled to compensation for services rendered through the effective date of termination.

4. Payment of Compensation. University shall pay the Compensation to Contractor in accordance with the payment terms set forth above, provided that, if no payment terms are specified payment shall be made in accordance with Chapter 2251 of the Texas Government Code. Contractor 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. Invoices and any required supporting documents must be presented to:

University of North Texas System
Business Service Center - Payment Services
1112 Dallas Drive, Suite 4000
Denton, TX 76205

5. No Assignment or Delegation. This Agreement, and the rights and obligations set forth herein, are for personal services and may not be assigned or delegated by either party without the express written consent of the other party.

6. Property Rights. University shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature that may be produced in connection with this Agreement or the Services. Contractor agrees that such works are "works for hire" and assigns all of Contractor's right, title, and interest to University.

7. FERPA. If Contractor has access to students' educational records, Contractor shall limit its employees' access to the records to those persons for whom access is essential to the performance of the Services. Contractor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

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

9. Required Posting of Contracts on Website. Contractor 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.

10. Relationship of Parties. Contractor shall, at all times, act as an independent contractor and not as a partner, employee, or agent of University. Contractor shall not act or hold himself out to third parties as a partner, employee, or agent of University in the provision of the Services. University shall not have or exercise such control over the manner in which the Services are provided as would jeopardize the status of Contractor as an independent contractor. University will not withhold federal or state income tax or Social Security tax on behalf of Contractor. In addition, Contractor shall have no claim under this Agreement or otherwise against University for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. Contractor shall have the exclusive responsibility for the payment of all such taxes and arrangements for insurance coverage and shall discharge such responsibility fully. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Contractor, the parties hereto mutually agree that both Contractor and University shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of by whom such discussion or negotiation is initiated.

11. Non-Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute

a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

12. Indemnity. Contractor agrees to indemnify and hold harmless University and its regents, officers, agents, and employees, from and against any liability, losses, or damages it may suffer as a result of claims, demands, causes of action, costs, or judgments against it arising out of Contractor's arising out of any act or omission by Contractor in the provision of the Services.

13. Breach of Contract Claims Against University. University is required by law to provide notice that Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving, goods, services, and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used by the Contractor to attempt to resolve all of its disputes arising under this Agreement.

14. Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of 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.

15. Incorporation and Entire Agreement. This Agreement incorporates the usual and customary University purchase order and the terms, conditions, and notices contained therein are included herein for all purposes. This Agreement, including any exhibits or addenda identified and incorporated by reference herein, and the corresponding University purchase order constitute the entire agreement between the parties and contain all the agreements between the parties with respect to Contractor and the provision of the Services. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals to be effective as of the date first written above.

UNIVERSITY OF NORTH TEXAS

By: _____

Date: _____

CONTRACTOR NAME

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES

Contractor shall provide the following Services:

Fully describe scope of services, deliverables, and interim/expected deadlines

SAMPLE