



MASTER SERVICES AGREEMENT

This is a Master Services Agreement ("MSA") made as of March 6, 2017 between Huron Consulting Services LLC, a Delaware limited liability company with an office located at 20270 NW AmberGlen Court, Suite 100, Hillsboro, OR 97006 ("Huron", "we" or "our") and the University of Vermont and State Agricultural College, a non-profit educational corporation and an instrumentality of the State of Vermont with an office located at 85 South Prospect Street Burlington, VT 05405 ("UVM", "Client", "you" or "your"). Huron and Client may individually be referred to as a "Party" or together as the "Parties".

1. Our Services.

- 1.1 We will provide the services and furnish the deliverables (the "Services") as specified in one or more Statements of Work (each, a "SOW") signed by both Parties and attached hereto, as may be modified in writing from time to time by mutual consent, each of which will incorporate all of the terms and conditions of this MSA as though fully set forth therein. A SOW together with this MSA is referred to as the "Agreement." In the event of a conflict between any term of this MSA and the terms of a SOW, the terms of this MSA shall prevail. Changes to the scope of the Services shall be made only in a writing executed by authorized representatives of both Parties. As agreed by the Parties in a SOW, Services may be performed by one or more Huron Consulting Group affiliates.
- 1.2 You understand that we do not license and/or provide third party materials, including but not limited to third party software, hardware, tools, content, graphics or other materials (collectively "Third Party Materials") as part of our Services under this Agreement. In the event that a portion of the Services requires the use of Third Party Materials, you already have or will license or acquire such Third Party Materials directly from the third party provider, and shall ensure that you have the right to provide us with access to and use of such Third Party Materials in the provision of our Services hereunder.

2. Independent Contractor. We are an independent contractor and not your employee, agent, joint venturer or partner and will determine the method, details and means of performing our Services. We assume full and sole responsibility for the payment of all compensation and expenses of our employees and for all of their state and federal income tax, unemployment insurance, Social Security, payroll and other applicable employee withholdings. Huron is not authorized to make any representation, contract or commitment on behalf of UVM unless specifically requested or authorized in writing to do so by UVM.

3. Fees and Expenses.

- 3.1 Our fees are set out in the SOW. Unless otherwise set forth in an applicable SOW, all invoices are due and payable net thirty (30) days from the date of your receipt of our invoice. Those fees do not include taxes and other governmental charges (which will be separately identified in our invoices). In the event you request that we perform some or all of the Services outside of the United States, we may issue the resulting invoice from a Huron affiliate located in the country where such Services are performed.
- 3.2 You acknowledge that in the event you agree in writing to the assignment of any out-of-town personnel to any project on a long-term basis (as defined from time to time in the applicable provisions of the Internal Revenue Code and related IRS regulations, and currently defined, under IRC Section 162, as a period of time reasonably expected to be greater than one year), the associated compensatory tax costs applied to out-of-town travel and living expenses also shall be calculated on an individual basis, summarized, and assessed to such personnel. You agree to reimburse us for such incremental compensatory tax costs, including tax gross-ups, in the event you agree to such long-term assignment by our personnel. Travel and associated expenses shall comply with UVM policy found at <http://www.uvm.edu/policies/travel/travel.pdf> and we shall use reasonable efforts to limit such expenses.
- 3.3 We reserve the right to suspend Services if undisputed invoices are not timely paid, in which event we will not be liable for any resulting loss, damage or expense connected with such suspension.



4. Taxes.

- 4.1 You will be responsible for and pay all applicable sales, use, excise, value added, services, consumption and other taxes and duties associated with our performance or your receipt of our Services, excluding taxes on our income generally. You will provide us with a copy of your certificate of tax-exemption, if applicable.
- 4.2 If you are required by the laws of any foreign tax jurisdiction to withhold income or profits taxes from our payment, then the amount payable by you upon which the withholding is based shall be paid to us net of such withholding. You shall pay any such withholding to the applicable tax authority. However, if after 120 days of the withholding, you do not provide us with official tax certificates documenting remittance of the taxes, you shall pay to us an amount equal to such withholding. The tax certificates shall be in a form sufficient to document qualification of the taxes for the foreign tax credit allowable against our corporation income tax.

5. Confidentiality and Privacy.

- 5.1 With respect to the terms of this MSA, any information supplied in connection with the Services under a SOW and designated by either of us as confidential, or which the other should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure, including but not limited to personally identifiable information, is "Confidential Information". Each party agrees to protect Confidential Information using at least the degree of care it uses to protect its most sensitive confidential information, and use Confidential Information only to perform its obligations under this engagement and for no other purpose. This will not apply to information which is: (i) publicly known through no wrongful act of the receiving Party, (ii) already known to the receiving Party free of any obligation of confidentiality prior to receipt, (iii) lawfully disclosed by a third party, (iv) independently developed, (v) disclosed pursuant to legal requirement or order, or (vi) disclosed to taxing authorities or to representatives and advisors in connection with tax filings, reports, claims, audits and litigation.
- 5.2 Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon request by the disclosing Party; provided that the receiving Party may retain archival copies only to the extent required by law or created in the ordinary course of the receiving Party's business, provided the receiving Party shall make no unauthorized use of such copies and retains it subject to the confidentiality obligations of this Agreement until such time as the information is destroyed in accordance with the receiving Party's business continuity program.
- 5.3 We agree to use any personally identifiable information and data you provide us only for the purposes of the Services provided under the applicable SOW and as you direct. You agree to take necessary actions to ensure that you comply with applicable laws relating to privacy and/or data protection, and we are not providing legal advice on compliance with the privacy and/or data protection laws of any country or jurisdiction.
- 5.4 Nothing herein shall be construed to prevent a disclosing Party from disclosing to others its own Confidential Information. Except as described in Section 5.5 below, either Party may disclose the existence and general nature of this Agreement, but may not, without the prior consent of the other Party, disclose the specific terms of this Agreement. All press releases regarding this Agreement in which the other Party is named shall be subject to the prior written approval of the other Party, however, nothing herein shall prohibit Huron from including Client's non-stylized name in a simple list of clients for marketing and public relations purposes. The use of any UVM logo shall be by express permission only. UVM may withdraw such consent at any time with reasonable notice. The obligations of confidentiality under this Section 5 shall survive termination of the Agreement.
- 5.5 UVM is subject to the Vermont Public Records Act, 1 V.S.A. §315 et seq. ("PRA"), and may be required to release this Agreement in response to a PRA request. If such a request is made, UVM will (i) protect confidential, proprietary and/or trade secret information to the extent clearly identified by Huron and insofar as permissible under Vermont law; and (ii) notify Huron prior to release of requested information so that Huron may assert whatever exclusions or exemptions may be available to it pursuant to the PRA.



6. Our Deliverables and Your License.

■ [REDACTED]

6.2 The rights granted by us in Section 6.1 above do not include any rights in Third Party Materials. All Third Party Materials are subject to the terms and conditions of the applicable license or other agreement between you and the applicable third party provider.

6.3 You acknowledge that we provide services and/or deliverables to other clients that may be similar to the Services hereunder, and nothing under this MSA or any applicable SOW shall be construed to prevent us from providing such services or deliverables to other clients.

7. Your Responsibilities.

7.1 To the extent reasonably necessary to perform the Services, you will cooperate in providing us with (i) office space, equipment and data; (ii) access to your personnel, information and locations.

7.2 You will designate an employee or employees within your senior management who will make or obtain all management decisions on a timely basis. You also agree to ensure that all assumptions set forth in an applicable SOW are accurate and to provide us with such further information we may need and which we can reasonably rely on to be accurate and complete. We will be entitled to reasonably rely on all of your decisions and approvals made independently and we will not be obligated to evaluate, advise on, confirm, or reject such decisions and approvals. You shall provide reliable, accurate and complete information necessary for us to adequately perform the Services and will promptly notify us of any material changes in any information previously provided. You acknowledge that we are not responsible for independently verifying the truth or accuracy of any information supplied to us by or on behalf of you.

■ [REDACTED]

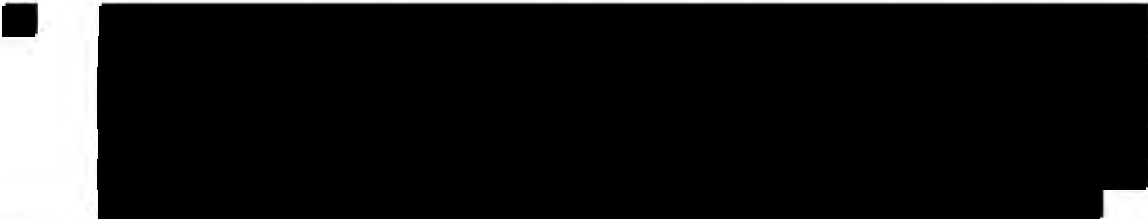
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9. Liability and Indemnification; Insurance.

9.1 Each Party shall indemnify and hold harmless the other, and its affiliates, trustees, officers, directors, and employees, from and against any and all loss by reason of liability imposed upon, or asserted against the indemnified party because of bodily injury, death, damages to any tangible property or other damages arising out of activities of the indemnifying party under this Agreement. This indemnification shall not apply, however, to the extent any such loss arises from the negligence of the indemnified party. This obligation of indemnification shall necessarily include, but not be limited to, all reasonable expenses (including attorneys' fees and disbursements), judgments, fines and amounts paid in settlement in connection with this indemnification. In the event we become the subject of any third party, governmental or administrative claim, proceeding, subpoena or court order with respect to your use or disclosure of the Services and we are made a part of such claim as the provider of such Services, you agree to bear and/or reimburse us for all reasonable and documented costs and expenses in connection therewith, including, without limitation, reasonable attorney's fees and costs, related to our response, compliance with, or resistance thereto, except to the extent caused by the our negligent act or omission, or breach of this Agreement.



9.3 Neither of us will be liable for any delays or failures in performance due to circumstances beyond our reasonable control.

9.4 Huron shall obtain and maintain commercial general liability insurance including bodily injury and property damage liability, independent contractors liability and contractual liability in an amount not less than \$1,000,000 combined single limit, per occurrence, and \$1,000,000 annual aggregate. If Huron will drive on UVM's premises, Huron shall maintain automobile liability insurance in an amount not less than \$1 million per occurrence for bodily injury and property damage. If Huron has employees, Huron shall maintain standard worker's compensation as required by Vermont state statute and employers liability insurance in an amount not less than \$100,000 per accident, \$500,000 annual aggregate. Huron shall maintain professional liability insurance in an amount not less than \$1 million per claim.

10. Non-Solicitation. Neither party shall directly or indirectly solicit, employ or otherwise engage any employee, subcontractor or agent directly involved in the performance or receipt of Services under an SOW hereunder, during the term of such SOW and for a period of 12 months following termination or completion of such SOW. This restriction will not apply to offers extended solely as a result of and in response to web advertising, classified advertising, or other general solicitations not specifically targeted at the other party's employee(s).

11. Termination.

11.1 Termination for Breach. Either Party may terminate this Agreement for breach if, within 30 days' notice detailing the nature of the breach, the breaching Party fails to cure a material breach of this Agreement.



- 11.2 To the extent you terminate this Agreement for convenience, you will pay us for all Services rendered, effort expended, expenses incurred, contingent fees (if any), or commitments made by us to the effective date of termination. To the extent you terminate this Agreement for breach, you will pay us for all conforming Services rendered and reasonable expenses incurred by us to the effective date of the termination.
- 11.3 Further, we reserve the right to terminate this Agreement at any time, upon providing reasonable advance written notice to you, if conflicts of interest arise or become known to us that, in our sole judgment, would impair our ability to perform the Services objectively. In this instance, UVM will pay Huron for expenses incurred and any deliverables accepted by UVM as of the date of notice of termination.
- 11.4 The terms of this Agreement which relate to confidentiality, ownership and use, limitations of liability and indemnification, non-solicitation and payment obligations shall survive its expiration or termination. In addition, any provision herein which contemplates performance or observance subsequent to any termination or expiration of this Agreement, or which by its nature should survive, shall survive any such termination or expiration and continue in full force and effect.
12. Covered Entity. We each agree that you may be a "covered entity" and if so, we may be a "business associate", as such terms are defined in the standards for privacy of individually identifiable health information adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Parts 160 and 164) (the "Privacy Standards"). If a business associate, we will enter into a separate business associate agreement with you.
13. Books and Records. If applicable, we each agree to comply with the requirement of Section 1861(v)(1)(I) of the Social Security Act, as amended, and any written regulations pursuant thereto, governing the maintenance of documentation to verify the cost of the Services rendered under any applicable SOW as follows: Until the expiration of four (4) years after the furnishing of the Services pursuant to the applicable SOW, each Party shall make available upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General of the U.S., or any of their duly authorized representatives, the applicable terms and conditions and any books, documents, and records that are necessary to verify the nature and extent of such costs. If either of us is requested to disclose any books, documents, or records relevant to any SOW for the purpose of an audit or investigation, the Party impacted shall, unless legally prohibited, immediately notify the other Party of the nature and scope of such request and shall make available, upon written request of the other Party, all such books, documents or records.
14. General.
- 14.1 This MSA together with all SOWs, including all their attachments, constitute the entire understanding and agreement between us with respect to the Services described in this MSA and any SOW, supersede all prior oral and written communications between us, and may be amended, modified or changed only in a writing when signed by both Parties. The Parties acknowledge that they may be a party to a software license or hosting agreement and that the terms of this Agreement shall not supersede such agreements.
- 14.2 No term of this Agreement will be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the Party granting such waiver or consent.
- 14.3 We each acknowledge that we may correspond or convey documentation via Internet e-mail and that neither Party has control over the performance, reliability, availability, or security of Internet e-mail. Therefore, neither Party will be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond our reasonable control.
- 14.4 Notices. All notices required under this Agreement shall be given in writing and delivered to the receiving Party at its respective address set forth below by: (i) personal delivery; (ii) certified or registered mail (return receipt requested), or (iii) by a recognized courier service. All such notices shall be effective upon receipt or refused delivery. Any Party may change its address set forth below by written notice to the other Party in accordance with the terms of this Section 14.4.



If to Huron:

Huron Consulting Services LLC
Attention: Managing Director
20270 NW AmberGlen Court
Suite 100
Hillsboro, OR 97006

With a copy to:

Huron Consulting Group Inc.
Attention: Legal Department
550 West Van Buren Street
Chicago, IL 60607

If to Client:

University of Vermont
Research Administration Office
85 South Prospect Street
Waterman Bldg, Suite 320
Burlington, VT 05405

With a copy to:

University of Vermont
Office of the General Counsel
85 South Prospect Street
Waterman Bldg, Suite 357
Burlington, VT 05405

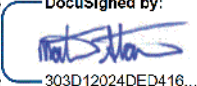
- 14.5 Assignment. Except in the event of a sale of all or substantially all of the assets of Huron as a going concern to another entity, or merger or consolidation with or into another entity which shall continue Huron's business substantially unchanged, neither Party shall assign or transfer this Agreement or any of the license or other rights granted by this Agreement, without obtaining the other Party's written approval, such approval not to be unreasonably withheld whether by operation of law or otherwise.
- 14.6 This MSA and any SOW hereunder shall be governed by and construed in accordance with the laws of the State of Vermont without giving effect to conflict of law rules. As the parties may agree, disputes or claims arising out of this MSA or any SOW hereunder may be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any arbitration award may be entered in and enforced by any court having jurisdiction thereof. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. The terms stated in this Agreement shall govern the rights and obligations of the Parties, notwithstanding any provision of the Convention on Contracts for the International Sale of Goods to the contrary.
- 14.7 Equitable Relief. Each Party shall be entitled to seek injunctive or other equitable relief as appropriate to enforce compliance with confidentiality provisions or intellectual property provision of this Agreement.
- 14.8 If any portion of this Agreement is found invalid, such finding shall not affect the enforceability of the remainder hereof, and such portion shall be revised to reflect our mutual intention.
- 14.9 This Agreement shall not provide third parties with any remedy, cause, liability, reimbursement, claim of action or other right in law or in equity for any matter governed by or subject to the provisions of this Agreement.

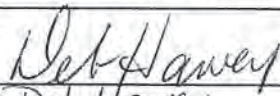


- 14.10 Non-Discrimination. Huron shall abide by all applicable federal, state, and local laws respecting non-discrimination in employment and non-segregation of facilities, including the requirements set out at 41 CFR §§ 60-1.4, 60-300.5(a), and 60-741.5(a), which equal opportunity clauses are hereby incorporated by reference. The latter two regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability. These regulations also require affirmative action by covered vendors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. Additionally, Huron will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant.
- 14.11 UVM Policies. Huron shall abide by all applicable UVM policies, including but not limited to its *Tobacco-Free Policy*, which applies to all individuals providing Services hereunder on UVM-owned or leased property and vehicles, and *all vehicles* parked on UVM property. This and other UVM policies are available at: <http://www.uvm.edu/policies>.
- 14.12 Project Inquiries. Huron agrees to refer any media inquiries regarding the Services promptly to the UVM Communications Office. Huron also agrees to refer any PRA requests to the UVM Office of the General Counsel.

HURON CONSULTING SERVICES LLC

THE UNIVERSITY OF VERMONT

Signed By:	DocuSigned by: 
Print Name:	303D12024DED416... Matthew W Staman
Title:	Managing Director
Date:	3/5/2017

Signed By:	
Print Name:	Deb Harvey
Title:	Purchasing & Contracting Spec.
Date:	03/03/2017