



*Master Agreement*

UniGroup C.A.  
Comprehensive Commercial and Residential  
Relocation Management Services  
Storage and Logistic Services  
Master Agreement Number CNR01503  
May 1, 2020

This Master Agreement (the "Agreement") is effective as of May 1, 2020 by and between UniGroup, C.A. a Missouri cooperative association with offices at 1 Premier Dr, Fenton, MO 63026 on behalf of its affiliates United Van Lines, LLC, Mayflower Transit, LLC, Armstrong Relocation Companies, LLC and such other affiliates as may provide relocation services, hereinafter referenced as the ("Supplier"), and Educational and Institutional Cooperative Services, Inc., a New York non-profit corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (hereinafter referenced as "E&I").

This Agreement has been established based on RFP#683452 for Commercial and Residential Relocation Management Services, Storage and Logistic Services, all addenda, Supplier response, best and final offer, and negotiations. It is the intent of the parties hereto that UniGroup, C. A. shall be solely liable as the "Supplier" under this Agreement and that it shall be liable to E&I for any acts or omissions of its affiliates resulting in a breach of this Agreement.

## **I. Scope**

This National agreement shall apply to all E&I member institutions (as listed in the Official Member List, as updated from time to time, to be provided to the Supplier), its divisions, subsidiaries, and affiliates. In addition, if E&I elects to participate in the Agreement, they shall be considered a member. UniGroup shall provide the following services through United Van Lines, LLC, and Mayflower Transit: residential household goods (including containerized) shipments, automobile relocation, and storage incidental thereto for the following territories:

- Interstate shipments between points within the United States (excluding noncontiguous domestic trade as defined in 49 USC 13102)
- Trans-border shipments between points in the United States (excluding AK and HI) and points in Canada; and
- Intrastate shipments between points within the state(s) of Texas, Florida, and California.

In addition to the services identified above, the affiliate Armstrong Relocation Companies, LLC will provide their comprehensive full-service catalogs. The following additional services may be purchased from the Suppliers third party relationships, and their affiliates and their statutory agents:

- Intrastate Household Good Shipments other than in the state(s) of Texas, Florida, and California
- Commercial Moving Services
- Relocation and Logistics Services
- Relocation Management Services
- Decommission Services
- Furniture, Fixtures and Equipment Storage
- Facility Logistics and Management Services
- International Relocation

This Agreement does not constitute a purchase order or a commitment to purchase products and/or services by E&I or its members. Any purchases made under this Agreement shall be made by the individual participating member institutions and any resulting contract shall be between the member and the Supplier.

Notwithstanding any language to the contrary herein, it is understood and agreed that the parties hereto are independent contractors and that neither party is the partner, agent, or employee of the other.

## **II. Term of Agreement**

The Agreement term will be for seven (7) years, effective 05/01/2020 through 04/30/2027, with one (1) three (3) year renewal(s). Prior to the end of the initial term, and for each successive term, the program will be evaluated in overall



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context and performance. Exercise of any renewal will require formal written notification and mutual agreement between E&I and Supplier at least one (1) year prior to Agreement expiration.

**III. Pricing**

The pricing/discount percentage for the products and/or services as listed on Attachment A shall be applicable to all purchases made under this Agreement. All price changes must be approved by E&I prior to being added to the Agreement. Percentage discounts off Supplier's list price shall remain firm for the life of the Agreement unless improved for the benefit of the membership. Supplier has agreed to waive the charges/fees associated with the Peak Season, (a/ka/ Peak Season Surcharge) for calendar year 2020 and shall expire on December 31, 2020. Supplier is authorized to offer members enhanced pricing on a case-by-case basis or under a Member Specific Agreement ("MSA") and both shall be considered part of this Agreement.

**IV. EDGAR Provisions**

Supplier certifies compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances as acknowledged in Attachment C, EDGAR Certifications.

**V. Terms and Conditions**

Unless otherwise superseded by the terms and conditions of the contracting member institution, the terms and conditions contained herein shall apply to all purchases made under this Agreement. Any terms and conditions of any Supplier invoice or acknowledgment form which are inconsistent with the terms and conditions of this Agreement shall have no effect.

**VI. Entire Agreement**

This Agreement together with the Attachments annexed hereto, constitutes the entire agreement between the parties and except as set forth in paragraph B37 hereof supersedes all prior agreements whether written or oral between the parties. Documents subject to Freedom of Information Act may only be released after execution of this Agreement.

**VII. Member List**

The Official list of E&I member institutions will be sent to the Supplier via an electronic file from E&I Member Relations upon execution of this Agreement.

**VIII. C.O.D Employees**

The terms of this Agreement shall apply to employees or retirees of E&I Member provided that the retiree relocates within 120 days of the last date of employment with member and that the shipment is tendered to Carrier by member. All such shipments shall be paid for on a C.O.D. basis.

**SIGNATURE PAGE TO FOLLOW**



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**IX. Signatures**

In witness whereof, the parties have executed this Master Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized to execute this Agreement.

Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Master Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Master Agreement or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

UniGroup C.A.

Supplier

DocuSigned by:

*Meghan Meurer*

Signature ID: 6EFF6226E45A4F6...

E&I Cooperative Services, Inc

DocuSigned by:

*Gary D. Link*

Signature ID: 81C8F65B6DAC440...

Meghan Meurer

Printed Name

Gary D. Link

Printed Name

Executive Vice President

Title

Chief Business Development Officer

Title

5/21/2020 | 6:07 PM EDT

Date

5/21/2020 | 6:19 PM EDT

Date

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## **Attachment A**

### **Pricing/Discount Schedule**

Please see Attachment A Exhibit 1 for the following pricing schedules and tariffs:

- Armstrong Commercial Zone Pricing
- Armstrong Commercial Fuel Surcharges
- Armstrong Market Basket
- Armstrong Decommissioning Services
- Armstrong FFE Site Logistics Management
- Armstrong Zone Allocation
- Armstrong Commercial Value Add Services
- Armstrong Relocation Services - Domestic

### **Appendix A – Tariff UMT1**

- Household Goods” as defined in 49 U.S.C. § 13102.
- Motor Vehicles

### **Appendix B – Tariff Max 4**

- Household Goods
- Motor Vehicles

### **Table 1**

- Snapmoves Pricing

### **Not to Exceed (Comparison) Estimates**

Upon request of Shipper on a shipment-by-shipment basis, Carrier shall provide Shipper an Option C – Not-to-exceed Charges (Comparison) estimate, pursuant to the terms, conditions, rates and charges in Tariff UMT1 valid for ninety (90) days, except for any rates or charges that Carrier agrees within in this Agreement to apply in lieu of specific rates or charges in UMT1, subject to the discounts or other adjustments stated in this Agreement.

For shipments moving within the state of California, Carrier shall provide a Not-to-exceed Price valid for ninety (90), subject to the terms in Tariff MAX 4, on each shipment.

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### **Relevant Terms**

#### **A1. Customer Support**

Supplier shall provide a single point of contact plus a backup for each member. This individual may support multiple members. Members shall have access to their corresponding customer service representative during normal business hours of every business day (8am to 5pm ET).

#### **A2. Orders**

All terms and conditions of an individual member's standard procurement terms for ordering may apply. With each ordering occurrence, it is mutually agreed that the Supplier's notice of acceptance shall create an agreement between the parties thereto containing all specifications, terms and conditions of this Agreement, to the extent that the terms and conditions are not inconsistent with the Members' terms and conditions

#### **A3. Invoices and Payment**

Invoices shall be directed to the appropriate location(s) specified by the member. Invoices and payment terms must comply with the requirements of each member. The member placing the order with the Supplier shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced direct by the Supplier. Neither E&I nor its other members shall be liable for the indebtedness of any one member.

If a member does not specify payment terms, the default payment term for members shall include invoicing at time of billing or delivery completion, whichever is later. Payments would then be made within thirty (30) days after receipt of a valid invoice or delivery, whichever is later.

Cash discounts for prompt payment may be offered to any member from the date of receipt and acceptance of products or the invoices, whichever is later. Supplier is encouraged to offer/propose cash discounts for expedited payment of invoices rendered under this Agreement. Negotiated cash discounts with member institutions for aggregated billing (monthly/bi-weekly, etc.) may be negotiated on an individual basis.

#### **A4. Order Fulfillment, Distribution and Installation Agreements – Not Applicable**

#### **A5. Delivery - Not Applicable**

#### **A6. Member Specific Agreement (MSA)**

Member and Supplier may enter into a separate member specific agreement to further define the level of service requirements over and above the minimum defined in this Agreement, e.g., invoice requirements, ordering requirements, on campus service, specialized delivery, etc. Any member specific agreement developed is exclusively between the member and Supplier. E&I, its agents, and employees shall not be made a party or parties to any claim for breach of such agreement.

#### **A7. Third Party Distributors/Subcontractors**

In the event that Supplier chooses to subcontract any service or delivery of the products under the terms herein, Supplier shall fully warrant prompt performance of the subcontractor in a fully complete, workmanlike manner customary to the trade. Failure by the subcontractor to perform in a timely manner as specified above shall not relieve Supplier of its obligations to make complete timely delivery of products, supplies or service at no additional cost to the member.

#### **A8. Substitutions – Not Applicable**

#### **A9. Minimum Orders**

Supplier shall specify any minimum order charge or conditions under which the established price will be adjusted. It is preferred there not be a minimum order quantity or charge.



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**A10. Supplemental Charges**

Supplier shall be required to state all supplemental charges that may be assessed in addition to the pricing for the products and/or services provided including additional shipping charges, cost of products, delivery, freight fuel surcharges, installation or any other charges incurred by the member. If Supplier offers multiple pricing options (i.e. drop ship, inside delivery, delivered and installed) they shall be specified herein. Notwithstanding the foregoing, Supplier shall not assess any type of transaction/convenience fee for the acceptance of a credit card as a method of payment.

**A11. Emergency Purchases**

Members reserve the right to make purchases of items included under this Agreement when emergency conditions exist. All emergency purchases shall be reported as regular sales to E&I.

**A12. Storage – Not Applicable**

**A13. Tracking Lost and Damaged Shipments – Not Applicable**

**A14. Returns – Defective and Non-Conforming Products or Services – Not Applicable**

**A15. Reasons for Return or Credit – Not Applicable**

**A16. Restocking Policy – Not Applicable**

**A17. Warranty and Product Condition of Sale – Not Applicable**

**A18. Extended Warranty Option – Not Applicable**

**A19. User Manuals – Not Applicable**

**A20. New and Discontinued Products – Not Applicable**

**A21. Replacement Parts – Not Applicable**

**A22. Business Review Meetings**

In order to maintain a partnership between the member and the Supplier, members may require business review meetings. These meetings shall be held on a quarterly basis, if not more frequently. The business review meeting shall include, but not be limited to, the following:

- Review of Supplier performance
- Review of minimum required reports (as described in the following section)

**A23. Reporting – Not Applicable**

**A24. Employee Purchase Program**

Supplier may offer discounted products to members' students, faculty, and staff for personal purchases. If offering an Employee Purchase Program, Supplier shall describe how it intends to protect members from liability from personal purchases made by students and employees.

**A25. Samples – Not Applicable**



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## **Attachment B**

### **E&I General Terms and Conditions**

#### **B1. Interpretation, Enforcement and Forum of Laws**

For disputes between the member and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the state in which the member resides and the venue of any action shall lie in such state.

For disputes between E&I and Supplier, this Agreement shall be governed by, construed and interpreted solely in accordance with the laws of the State of New York, and the venue of any action shall lie in the appropriate federal or state courts located in the State of New York.

#### **B2. Compliance with Laws**

Supplier warrants and certifies that in the performance of this Agreement, it has complied with and will comply with all applicable federal, state, and local laws, statutes, rules, regulations and orders, including but not limited to, laws and regulations pertaining to labor, wages, hours and other conditions of employment.

#### **B3. Funding Provided by Federal Contracts or Grants**

Where Federal Contracts or Grants provide funding to members, it is the responsibility of the Supplier and the member to comply with all Federal Acquisition Regulations (FAR) and Educational Department General Administrative Regulations (EDGAR) applicable laws and regulations by completing any certifications and disclosures and any other requirements.

#### **B4. Insolvency**

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, E&I may cancel this Agreement without prior notice and without incurring any liability whatsoever to Supplier.

#### **B5. Assignments**

Supplier shall not assign this agreement or any of Supplier's rights or obligations hereunder, without E&I's prior written consent. Any purported assignment made without E&I's prior written consent shall be void and of no effect.

#### **B6. Resale – Not Applicable**

#### **B7. Patent Trademark and Copyright Infringement**

The Supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application or any other proprietary right of any third party existing under laws of the United States or any foreign country. The Supplier agrees, at its own expense, to defend any and all actions or suits alleging such infringements and will hold E&I, its officers, agents, servants, employees and members harmless from any and all losses, expenses, claims or judgments, including reasonable legal fees, arising out of cases of such infringement.

#### **B8. Use of Name, Logos, etc. in Advertising**

Supplier agrees not to make reference to this Agreement or use the logo of E&I or any of its members in any advertising material of any kind without the expressed written permission of E&I or the Member. E&I agrees not to make reference to this Agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written permission of the Supplier.





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**B9. Transactions between Supplier and E&I Member**

The purchase of products and/or services by a member from Supplier is a transaction solely between member and Supplier. Supplier acknowledges that E&I makes no representation or commitment that any quantities will be purchased or services utilized and agrees that E&I shall have no liability relating to member decisions to purchase or not purchase Supplier products or to use or not use Supplier services. It is understood and agreed that if any litigation arises between Supplier and any E&I Member, Supplier shall not make E&I a party to that litigation. A violation of this provision shall be deemed a material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify E&I against and hold it harmless from all costs associated with such litigation, including reasonable legal fees.

**B10. Education Pricing/Pricing Parity – See Attachment B-1**

**B11. Responsibility for Damage Claims – See Attachment B-1**

**B12. Protection of Property and Liability – See Attachment B-1**

**B13. Indemnification of E&I and Member – See Attachment B-1**

**B14. Insurance**

If fabrication, construction, installation, service or other work is specified to be conducted on member's premises, Supplier shall maintain in force during the period of such work the following coverages: (a) worker's compensation, as required by the laws of the State of member; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$2,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$2,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance naming E&I and member as additional insureds. Upon request, Supplier shall furnish to E&I satisfactory proof of such insurance coverage.

Individual members may require coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the member to arrange for such coverage with the Supplier. Supplier shall furnish to member satisfactory proof of such insurance coverage prior to commencement of the work.

**B15. Licenses/Permits/Taxes and Tax-Exempt Status**

Supplier shall be responsible for obtaining all permits, licenses, and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

E&I is a non-profit corporation. Members are 501(c)(3) corporations but have varying requirements to either pay or are exempt from state sales tax.

All prices listed and discounts offered are exclusive of all taxes. Supplier shall collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from Member, at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each member. If sales to member are exempt from such taxes, member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

**B16. Americans With Disabilities Act and Rehabilitation Act**

Supplier shall comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and applicable federal regulations. All electronic and information technology and products and services to be used by E&I member institutions' faculty/staff, students program participants or other constituencies must be compliant with the Americans With Disabilities Act and Section 508 of the Rehabilitation Act of 1973, as amended from time to time.





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Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective manner, with substantially equivalent ease of use.

**B17. Compliance with Immigration Reform and Control Act of 1986**

Supplier is aware of, is fully informed, and in full compliance with its obligations under the Immigration Reform and Control Act of 1986. Supplier shall be responsible for assuring that all persons engaged in the performance of work hereunder are authorized to work as required by the Act in both its present form and any future requirements passed under said Act.

**B18. Alcohol, Tobacco & Drug Rules and Regulations**

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the members. The member reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings on the member's grounds are tobacco-free. Use of tobacco products is not permitted in any area inside member's buildings. The Supplier shall comply with this tobacco-free policy. The Supplier agrees that in the performance of this Agreement, neither the Supplier nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this Agreement. E&I and the member reserve the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.

**B19. Non-Appropriation of Funds**

An order by a member may be cancelled due to non-appropriation of funds. This funding out clause is required by several states and can be for non-appropriation of State or Federal funds.

**B20. Weapons, Explosive Devices and Fireworks**

Supplier agrees that neither its employees or affiliates nor its subcontractors, their employees or affiliates shall use, possess, display or store any weapon, explosive device or fireworks on all land and buildings owned, leased or under the control of E&I member institutions or their affiliated or related entities, unless written permission is given by the commanding officer of the member's police department or a designated representative. Notification by Supplier to all persons or entities who are employees, affiliates, officers, subcontractors, consultants, guests, invitees, or licensees of Supplier ("Supplier Notification Parties") is a requirement of this Agreement. Supplier further agrees to enforce this requirement against all Supplier Notification Parties.

**B21. Equal Opportunity and Non-Discrimination**

The parties will comply with all applicable federal and state laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and non-discrimination, including but not limited to the Americans with Disabilities Act.

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The provisions of Section 202 of Executive Order 11246, 41 CFR 60-1.1, 41 CFR 60-250.4 and 41 CFR 60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

If applicable, the parties will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these



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regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**B22. Sexual Harassment**

Title IX protects individuals from discrimination based on sex, including sexual harassment. E&I fosters an environment that is built on respect and free of sexual harassment. Federal law and the policies of E&I prohibit sexual harassment. Supplier is required to exercise control over its employees so as to prohibit acts of sexual harassment. If a member in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this Agreement to cause such person to be removed from member's facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

**B23. Employee Documentation – Not Applicable**

**B24. Expropriation**

Suppliers should indicate if, by any existing agreement with any party, its operations, delivery vehicles and or personnel can be in any way expropriated or annexed. If such an agreement exists, supplier should indicate when this agreement or those terms will expire.

**B25. Hazardous Materials and OSHA Communication Standards**

The Supplier shall be responsible for providing Material Safety Data Sheets (MSDS) to the appropriate user(s). The Supplier shall retain title and/or ownership and responsibility for hazardous materials delivered in error. Within three working days of notification, the Supplier shall retrieve hazardous materials that are delivered in error. The Supplier shall safely and legally dispose of all hazardous materials generated in the performance of this Agreement. In addition, the Supplier shall provide its employees with chemical safety training mandated by OSHA Hazard Communication Standard. The Supplier shall provide E&I and its members with safety/recall updates for any equipment/products provided.

**B26. Compliance with Specifications – Not Applicable**

**B27. Gratuities**

E&I may, by written notice to Supplier, cancel the Agreement if it discovers that gratuities, in the form of entertainment, gifts or the like, were offered or given by Supplier to any officer or employee of E&I or any member with a view toward securing an agreement or securing favorable treatment with respect to the awarding of this Agreement.

**B28. Covenant Against Contingency Fees**

Supplier certifies that it has neither offered nor paid a contingency fee to any individual, agent, employee of E&I, or employee of any member to secure or influence the decision to award this Agreement to Supplier.

**B29. Suspension or Debarment**

Supplier certifies that it is presently not debarred, suspended, proposed for debarment, declared ineligible, is not in the process of being debarred, nor is voluntarily excluded from covered transactions by any federal department or agency.

E&I may, by written notice to the Supplier, immediately terminate the Agreement if it is determined that the Supplier has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.

Supplier is in compliance with all applicable State statutes and rules relating to procurement, and that Supplier is not listed on the federal government's terrorism watch list as described in Executive Order 13224.



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**B30. Conflict of Interest**

In order to avoid even the appearance of any conflict of interest, neither E&I nor Supplier shall employ any officer or employee of the other party for a period of one year from the date hereof.

**B31. Strikes or Lockouts**

In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to ensure that the conditions of this Agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or member shall have the right to make alternative arrangements to ensure the satisfactory performance of the Agreement during the time Supplier is unable to perform the required duties. Any costs incurred by E&I and/or any member, as a result of such job action, shall be reimbursed by the Supplier.

**B32. Force Majeure – See Attachment B-1**

**B33. Modification of Terms**

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

**B34. Termination for Convenience – See Attachment B-1**

**B35. Termination for Default – See Attachment B-1**

**B36. Continuation of Performance Through Termination**

Supplier shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

**B37. Holdover Clause**

This holdover clause authorizes Supplier to continue to provide products and services pursuant to any quotation, purchase order, or MSA executed prior to the expiration or termination of this Agreement. The term of this Agreement shall then automatically extend through the final invoice date or expiration of the MSA. The terms and conditions specified herein shall remain in effect for the duration of the holdover period.

**B38. Independent Audit**

Members may, for a period of three years after expiration of this Agreement, audit the Supplier's records pertaining to its compliance with the terms of this Agreement. The audit will be conducted by member and/or its designee. Supplier shall provide member with access to records. The audit may address any or all of the following conditions and may not be limited to the stated conditions: product compliance, pricing, order processing, order fulfillment, delivery records, invoicing, and receipt of payment.

**B39. Open Records**

All information, documentation, and other materials submitted by Supplier in response to the solicitation or under this Agreement may be subject to public disclosure under the Freedom of Information Act and/or Open Records laws of the members.

**B40. Student Educational Records – See Attachment B-1**

**B41. Strict Compliance**

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.



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**B42. Limitation of Liability – See Attachment B-1**

**B43. Letter of Participation**

E&I Members will complete an online form (“Letter of Participation”) indicating their desire to purchase products and/or services offered under this Agreement. The content and format of the Letter of Participation is at the sole discretion of E&I. At a minimum, the Letter of Participation will contain the following fields: First Name, Last Name, Title, Institution Name, Business Unit, Primary Role, Phone, E-mail, and Supplier.

The Letter of Participation shall supersede any previous Member declaration for the purchase of product and services, unless otherwise specified, and will remain in effect during the term of this Agreement, including any renewals and extensions. Supplier shall provide E&I an email address and point of contact for the receipt of Letters of Participation prior to Contract Launch.

Upon receipt of the Letter of Participation, Supplier shall enroll E&I Member in its E&I program within 4 to 7 business days; credit all future purchases to E&I Member and E&I whether an existing or new client of Supplier (the effective date for this action is the date the Member submits the Letter of Participation); provide E&I Member a confirmation email message within 24 hours of its receipt of the Letter of Participation; and send E&I Member a final confirmation email message once the new or existing account(s) is/are linked to its E&I Agreement.

Notwithstanding the forgoing, Any E&I Members who are existing customers of Supplier will automatically be converted to this Agreement (unless the E&I Member elects to opt out through written notification). The effective date of this automatic conversion shall be the effective date of this Agreement.

**B44. Confidentiality**

In the course of the performance of this Agreement, either party (the “Recipient”) acknowledges that its employees may, in the performance of the Contract come into the possession of proprietary or confidential information owned by or in the possession of the other party (“Owner”). Neither party will use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with either party without the written consent of owner or unless required by law, regulation, or accounting oversight body. “Confidential Information” means information, including hard copy or electronic form, written or oral, which a reasonable person would consider to be confidential in nature. Confidential Information does not include information that (1) becomes public through no breach of Recipient; (2) Recipient rightfully receives from a third party without restriction; (3) Recipient develops it independently or already had knowledge of such information prior to disclosure by Owner; and (4) Owner gives to any third party without confidentiality limitations. All Confidential Information will be considered trade secrets and will be entitled to all protections under the law for trade secrets. The parties’ obligations under this section will survive the termination of this Agreement.

**B45. Price Gouging Prohibited**

Supplier shall not sell goods or services which are vital and necessary for the health, safety and welfare of consumers to a member during a declared state of emergency at a price that is in excess of ten percent (10%) above the price that existed immediately prior to the declaration. A violation of this paragraph shall constitute a material breach of this Agreement and Supplier shall make prompt restitution to member of the excessive amount charged.

**B46. Notices**

Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier with a copy thereof furnished by email to the recipient’s email address set forth below and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:



*Master Agreement*

UniGroup C.A.  
Comprehensive Commercial and Residential  
Relocation Management Services  
Storage and Logistic Services  
Master Agreement Number CNR01503  
May 1, 2020

If to E&I: Ian R. Robbins  
Vice President, Strategic Sourcing & Contract Management  
E&I Cooperative Services, Inc.  
2 Jericho Plaza, Suite 309  
Jericho, NY 11753  
[irrobbins@eandi.org](mailto:irrobbins@eandi.org)

If to Supplier: Tina Autry-Swarts  
The UniGroup Companies  
1 Premier Dr,  
Fenton, MO 63026  
[Tina\\_swarts@unigroup.com](mailto:Tina_swarts@unigroup.com)

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*Master Agreement*

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## **Attachment B-1**

### **Negotiated Terms and Conditions**

#### **B10. Education Pricing/Pricing Parity**

The Education pricing, terms and conditions established under this Agreement are to be equal to or better than those offered to other cooperatives or comparable consortiums serving higher education for the same or similar volume of shipments, seasonality, and geographic distribution. If, during the term of this Agreement, Supplier offers more overall favorable terms and conditions or prices to other cooperatives or comparable consortiums, Supplier agrees to notify E&I in writing. Supplier agrees to immediately amend the agreement to reflect the more overall favorable terms, conditions, or prices. E&I must be notified of any proposed changes thirty (30) days prior to their implementation.

#### **B11. Responsibility for Damage Claims**

The Supplier shall hold harmless E&I and the member from all suits, actions or claims brought on account of any injuries or damages sustained by any person or property as a consequence of any neglect in safeguarding the work by the Supplier; or from claims or amounts arising or recovered under the "Workman's Compensation Law" or any other laws. Supplier shall be responsible for all damage or injury to property occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on its part or on the part of any of its employees, in the manner or method of executing the work; or from its failure to execute the work properly; until all claims have been settled and suitable evidence to that effect furnished to E&I and the member. Notwithstanding anything in the forgoing to the contrary, supplier's sole responsibility arising from or related to cargo loss or damage shall be as set forth in the carrier liability section.

#### **B12. Protection of Property and Liability**

The Supplier shall take care not to damage the premises or the property of others, and in case such damage occurs as the result of operations under this contract, Supplier shall make appropriate restitution. Suppliers failure to pay for such damage shall constitute a material breach of this Agreement.

#### **B13. Indemnification of E&I and Member**

Supplier agrees to indemnify and hold harmless E&I and its members from and against all liability, to the extent of and in proportion to, losses, damages, claims, liens other than liens for non-payment by member, and expenses (including reasonable legal fees) to the extent caused by the negligence or misconduct of supplier. Supplier, at the request of the Member and/or E&I, shall undertake to participate fully in the defense of the Member (in accordance with the statutes of the State where the Member resides) and/or E&I against any and all suits and to investigate and participate fully in the defense of the Member (in accordance with the statutes of the State where the Member resides) and/or E&I against any and all claims whether justified or not, if such claim or suit is commenced against Member or E&I, or their respective officers, agents, servants, and employees. Notwithstanding anything in this section 13 to the contrary, supplier's sole liability arising from or related to cargo loss, damage or delay shall be as set forth in appendix A and B. ***The indemnification provisions cannot supersede or conflict with the cargo liability terms 49 USC 14706 set forth under federal law.***

#### **B32. Force Majeure**

Neither party shall be held responsible for delays, failures or any losses resulting from the performance of the terms of this Agreement where such performance is outside of the performing party's control by exercising reasonable diligence and which such party is unable to prevent. Such delays, failures or loss may include but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, riot, war, act of terrorism, freight embargo, or failure of a public regulated utility or governmental statutes or regulations superimposed after the fact (Force Majeure). The performing party shall be released without any liability on its part from the performance of its obligations under this Agreement, but only to the extent and only for the period of time that its performance of such obligations is prevented by circumstances of Force Majeure and provided that such party shall have given notice to the other party within forty-eight (48) hours of the commencement of the event of Force Majeure. Such notice shall include a description of the nature of the event of Force





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Majeure, its cause, and its possible consequences. The party claiming circumstances of Force Majeure shall promptly notify the other party of the conclusion of the event. Nothing in this provision shall be deemed to amend or modify the impractical operations provisions of the referenced tariff.

**B34. Termination for Convenience**

Either party may terminate this Agreement for any reason (convenience) without penalty or liability of any kind by delivering not less than one (1) year prior written notice thereof to the other party.

**B35. Termination for Default**

Either party will notify the other party upon discovery of a breach of this Agreement. Either party may terminate this Agreement immediately upon the breach of this Agreement by the other party by delivering written notice to other party, or if such breach is capable of being cured, either party shall notify the other party in writing of such breach and demand that the same be cured within fourteen (14) calendar days. Should the other party fail to cure the same within said period, the party shall then have the right to terminate this Agreement at the end of the fourteenth (14<sup>th</sup>) day. A written notice will be sent to the other party to confirm the termination.

The failure of E&I on behalf of its members to exercise its rights of termination for cause due to Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance.

**B40. Student Educational Records**

Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). Should Supplier ever have access to a Member's student educational records, Supplier will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from Member or as otherwise provided by law. Member will notify Supplier prior to tendering student educational records to it.

**B42. Limitation of Liability**

Neither party shall have any liability for any lost profits, loss of revenue, loss of opportunity, loss of use, indirect damages, special damages, consequential damages, incidental damages, punitive damages or multiple damages arising out of or in connection with this agreement, regardless of any notice of the possibility of such damages and regardless of whether such liability arises in contract, tort (including negligence), or otherwise.

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