

Document No. _____

Fed. Id. No. _____

NONEXCLUSIVE HIGHWAY EVENT DATA and VIDEO SHARING LICENSE AGREEMENT

THIS NONEXCLUSIVE HIGHWAY EVENT DATA and VIDEO SHARING LICENSE AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the Commonwealth of Pennsylvania, acting through its Department of Transportation ("PENNDOT")

and

_____, with a mailing address of _____, ("LICENSEE"). Both PENNDOT and the LICENSEE, when used together, are referred to as the Parties.

WITNESSETH:

WHEREAS, PENNDOT wishes to disseminate highway event data and video imagery from PENNDOT transportation management systems to its partners comprised of transportation agencies, public safety agencies, planning agencies, research partners, media partners for television, radio, and newspapers, and third party video solution providers; and,

WHEREAS, widespread dissemination of traveler information benefits the public through reduced highway congestion, fewer crashes, and improved safety; and,

WHEREAS, as part of a regional Intelligent Transportation System program, data on current traffic conditions and Closed Circuit Television (CCTV) provides information beneficial to the efficient and safe operation of a highway system; and,

WHEREAS, by distributing current highway event data as recorded through PENNDOT's Road Condition Reporting System (RCRS) and/or images from the CCTV subsystem, transportation efficiencies and safety benefits may be realized; and,

WHEREAS, PENNDOT has agreed to allow the LICENSEE to use its intellectual property consisting of highway event data and live video and/or images from traffic cameras (Commonwealth IP) and has determined that this Nonexclusive Highway Event Data and Video Sharing License Agreement (Agreement) is the appropriate legal instrument to be executed by the Parties; and,

WHEREAS, PENNDOT is willing to grant the LICENSEE a limited non-transferable, non-exclusive, revocable license to use the Commonwealth IP, subject to the terms and conditions of this Agreement and LICENSEE's formal acknowledgement of its acceptance of the terms and conditions of PENNDOT's Highway Event Data and Video Policy (Policy) which is incorporated by reference as if physically attached to this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises set forth below, the Parties agree, with the intention of being legally bound hereby, to the following:

1. The foregoing recitals are hereby incorporated by reference as a material part of this Agreement.
2. PENNDOT hereby grants to LICENSEE a limited nonexclusive, nontransferable, revocable license to use the Commonwealth IP consisting of PENNDOT's highway event data and statewide real-time live video and images from traffic cameras.
3. Since the Commonwealth IP is funded by the taxpayers of the Commonwealth of Pennsylvania, the LICENSEE shall refrain from making any representations or creating any inferences express or implied that the use of the Commonwealth IP constitutes evidence of an affiliation with or endorsement by PennDOT of any of LICENSEE's products or services or any of LICENSEE's agents, sponsors, or advertisers. Therefore:
 - (a) The Commonwealth IP must be clearly identified as originating from PENNDOT. Title and ownership of the Commonwealth IP shall remain at all times with PENNDOT and the Commonwealth and LICENSEE shall acknowledge PENNDOT's exclusive right and title to the Commonwealth IP and reasonably cooperate with its protection at all times.
 - (b) The LICENSEE must place the 511PA logo on the bottom right ninth frame prior to broadcast or display of PennDOT video images, and this logo must remain visible at all times. Copies of the approved 511PA logo will be provided by PENNDOT. Use of any logo other than that of 511PA or the licensee must be pre-approved in writing by PENNDOT.
 - (c) At no time shall the Commonwealth IP be referred to by any other name (e.g., "Jam Cam," etc.).
 - (d) LICENSEES that advertise traffic camera coverage generated by PENNDOT shall include the disclaimer statement set forth in Section 17 (b) of the Agreement.
4. PENNDOT may determine that some images are inappropriate for public dissemination, and therefore may in its sole discretion terminate the video feed to stop the broadcast of questionable/inappropriate video images. Examples of these images may include, but are not limited to, activities involving fatalities, rescue workers performing lifesaving techniques, any police activities (e.g., high speed pursuits, riots or violence) and content that is abusive, deceptive, fraudulent, harassing, defamatory, obscene, misleading, invasive of privacy or publicity rights, illegal, or otherwise objectionable to PENNDOT.
5. The LICENSEE may not electronically or otherwise alter, enhance, modify, or create derivative works based upon use of the Commonwealth IP. The privacy of motorists and other individuals appearing in any images must be respected. The LICENSEE's unauthorized use of images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes and LICENSEE shall be solely responsible for violation of any of these laws.
6. Control (on/off, pan, tilt, zoom) of all PENNDOT cameras providing the video feed resides with PENNDOT. PENNDOT will not respond to requests for specific camera shots.

7. PENNDOT reserves the right to delay or stop transmission of the Commonwealth IP video feed at any time, for any reason, or for no reason at all. The LICENSEE shall not be entitled to recoup any costs, or to make any claim for loss of business, loss of profits, or for any other damages or loss arising from the termination of the feed.
8. The LICENSEE shall not distribute the Commonwealth IP to a third party without the express written permission of PENNDOT. If LICENSEE receives permission to do so, the third party must first execute a Nonexclusive Video Sharing License Agreement with PENNDOT.
9. The LICENSEE may not use the Commonwealth IP for any purpose other than to show the current traffic status. Any other use must be pre-approved in writing by PENNDOT and will require a letter to be executed by both Parties and retained in the Commonwealth's files.
10. If the LICENSEE breaches this Agreement and fails to cure the breach within 24 hours' after notice by PENNDOT to the LICENSEE, in a manner satisfactory to PENNDOT, as approved in writing, then PENNDOT may take whatever legal action it deems appropriate including the issuance of a cease and desist letter and discontinuance of the feed and, where necessary, termination of the Agreement. Such actions shall not affect PENNDOT's right to unilaterally stop the feed as provided in Paragraph 7 of this Agreement.
11. The Commonwealth IP shall be accessed by the LICENSEE in the manner directed by PENNDOT and shall not violate any law or regulation or infringe on the legal rights of any third party. Access to the PennDOT video feed is free of charge; however, all costs incurred to acquire the Commonwealth IP (i.e., connections, hardware, transmission, etc.) shall be the LICENSEE's sole responsibility. The LICENSEE shall reimburse any costs that PENNDOT may incur in order for the LICENSEE to acquire the Commonwealth IP. PennDOT may change the process or systems through which licensees access the Commonwealth IP at any time. If this occurs, each licensee, including LICENSEE, shall be responsible for all costs for alterations necessary to maintain access to the Commonwealth IP.
12. In the event of any substantive change to the LICENSEE's use of the Commonwealth IP the LICENSEE shall submit in writing the nature of the change for PENNDOT's review and approval.

In no event shall LICENSEE's use of the Commonwealth IP, or access to or connection to PENNDOT systems or infrastructure damage the same or result in the malfunction of any systems or interruption of any highway event data and/or video feed. In the event of such damage, LICENSEE shall be solely responsible for any damages and PENNDOT reserves the right to pursue all damages available to it at law or equity; collect any sums owed under security furnished pursuant to this Agreement, where applicable; terminate this Agreement as set forth herein; and/or pursue other available remedies.

13. If through this Agreement the LICENSEE provides PENNDOT with highway event data and/or video feeds and/or information collected by the LICENSEE'S systems, the LICENSEE grants PENNDOT a non-exclusive license to use, adapt and reproduce all highway event data and/or

video feeds and/or information and make these works available for dissemination in accordance with the terms of PENNDOT's Video Sharing Policy and this Agreement.

14. LICENSEE understands and agrees that it may display Commonwealth IP only, and LICENSEE may not record, archive, reproduce, or download the Commonwealth IP for later use, without the express written consent of PENNDOT. PENNDOT expressly reserves all rights not granted in this Agreement. Nothing in this License Agreement constitutes a waiver of PENNDOT's rights under any Federal or state law, or should be construed as a grant of a license to any invention, copyright, trademark, trade secret or patent by implication or under the terms and conditions of this Agreement. This Paragraph shall survive the term and/or termination of this Agreement.
15. This Agreement shall be effective upon execution. It shall commence on the execution date and shall continue indefinitely, subject to termination as provided below.
16. The rights granted to the LICENSEE by this Agreement shall not be assigned, subleased, franchised, sold, offered for sale, encumbered, or otherwise disposed of by the LICENSEE, either voluntarily, or by operation of law, nor shall the LICENSEE delegate its duties, without PENNDOT's prior, written consent.
17. LICENSEE agrees that use of the Commonwealth IP shall present a positive, quality image of PENNDOT and the Commonwealth of Pennsylvania and therefore:
 - (a) LICENSEE shall provide attribution at all times by including a credit line acknowledging PENNDOT and the Commonwealth of Pennsylvania as the provider and holder of the Commonwealth IP.
 - (b) If LICENSEE includes any advertising or commercial activity in conjunction with the prescribed use of the Commonwealth IP, then LICENSEE shall include a disclaimer on every copy of the Commonwealth IP stating that: "The use of the Commonwealth IP is for a public service only and is not intended to serve as an endorsement of the advertising or commercial activity by PENNDOT."
 - (c) All Commonwealth IP is provided "as is." All warranties of any kind, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses, and non-infringement of proprietary rights, are disclaimed.
 - (d) If PENNDOT determines that any advertising used in conjunction with PENNDOT's Intellectual Property does not comply with PENNDOT's guidelines or does not contribute to a positive, quality image of PENNDOT and the Commonwealth of Pennsylvania, or is inappropriate for any reason, then LICENSEE shall promptly remove the advertising.
 - (e) LICENSEE agrees that it shall immediately notify PENNDOT in writing of any objectionable content appearing on the Site.
 - (f) As noted in Section 8, LICENSEE shall promptly notify and seek written pre-approval from PENNDOT relative to any proposed effort to distribute Commonwealth IP to a third party. If PENNDOT determines that the proposed arrangement or agreement with the third party may not contribute to a positive, quality image of PENNDOT and the Commonwealth, or is inappropriate for any reason, PennDOT may deny the proposal.

- (g) If PENNDOT determines that any act or failure to act by LICENSEE negatively affects the positive, quality image of PENNDOT and the Commonwealth of Pennsylvania that PENNDOT wishes to project, or is inappropriate for any reason, and if PENNDOT sends LICENSEE a written request for a change—in any form including email—then LICENSEE shall promptly conform its policies and actions to PENNDOT's written request.
- 18.** LICENSEE agrees, at its own expense, to defend, indemnify, and hold PENNDOT harmless from and against all claims, demands, liabilities, obligations, costs and expenses of any nature whatsoever arising out of or based upon the use of the Commonwealth IP or breach by LICENSEE of any material terms of this Agreement. IT IS THE INTENT OF THIS PROVISION TO ABSOLUTELY ABSOLVE AND PROTECT THE COMMONWEALTH, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LOSS RESULTING FROM PERFORMANCE UNDER THIS AGREEMENT.
- 19.** If the LICENSEE must enter PENNDOT property to connect to infrastructure, PENNDOT hereby grants to LICENSEE, its employees, agents, representatives and contractors, subject to the terms and conditions of this Agreement and the oversight of PENNDOT, a right to enter Commonwealth and PENNDOT property as necessary to carry out its obligations under this Agreement. For this AGREEMENT, PENNDOT property is defined as a Traffic Management Center or other physical facility, and does not include access to highway rights-of-way. Licensee must provide written notice one week in advance of intent to access PENNDOT property.
- 20.** The following requirement does not apply to transportation agencies or public safety agencies, nor shall it apply when LICENSEE is not entering real property owned or occupied by the Commonwealth and PENNDOT. LICENSEE shall maintain comprehensive general liability insurance and property damage insurance. The minimum amounts of coverage shall be \$250,000.00 per person and \$1,000,000.00 per occurrence for bodily injury, including death, and \$250,000.00 per person and \$1,000,000.00 per occurrence for property damage. These coverages shall be occurrence-based. The policy(ies) shall name the Commonwealth as an additional insured and shall contain a provision that the coverages afforded thereunder shall not be cancelled or changed unless at least thirty (30) days' prior written notice has been given to the Commonwealth, excepting cancellation for nonpayment of premium for which 15 days' prior written notice shall be given to the Commonwealth. Prior to the commencement of work under this Agreement, LICENSEE shall provide PENNDOT with a current certificate(s) of insurance showing the required coverage and provisions. LICENSEE shall immediately notify PennDOT of any change in its insurance coverage(s), including termination of the required coverage(s).
- 21.** In the event of a material change, the LICENSEE shall execute a letter amendment to this Agreement or, where deemed necessary by PENNDOT, a new Agreement to continue to use the Commonwealth IP.
- 22.** The Commonwealth IP is provided "AS IS." As such, PENNDOT makes no warranty or representation, either expressed or implied, with respect to the Commonwealth IP's quality, performance, merchantability or fitness for a particular purpose. The LICENSEE assumes the entire risk as to the quality of the Commonwealth IP and PENNDOT shall not be liable for any damages, caused, in whole or in part, by use of the Commonwealth IP. The LICENSEE shall keep

accurate books of account and records covering all transactions related to the rights granted under this Agreement. PENNDOT or its duly authorized representatives shall have the right upon five days' prior written notice, and, during normal business hours, to inspect and audit the LICENSEE's accounts and records involving use of the Commonwealth IP.

23. LICENSEE, by executing this Agreement, expressly acknowledges that no property rights in favor of LICENSEE shall be created under this Agreement, except for the nontransferable, nonexclusive license granted herein. A LICENSEE is afforded no right to appeal the termination of this Agreement.
24. The LICENSEE agrees to abide by the Commonwealth's "Contractor Integrity Provisions" and the "Provisions Concerning the Americans with Disabilities Act" set forth in Exhibits "A" and "B" and made a part of this Agreement.
25. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the LICENSEE shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit "C" and made a part of this Agreement. As used in this Contract/Agreement, the term "Contractor" refers to the LICENSEE.
26. PennDOT reserves the right to modify or amend this Agreement at any time. If this occurs, PENNDOT will notify the LICENSEE in writing of the change. If this change is not of a material nature, then the parties can memorialize it in an exchange of letters.
27. NOTICE: Any notice required to be given pursuant to this Agreement shall be in writing and delivered in person to the other party or by certified or registered mail, return receipt requested.

TO PENNDOT: Pennsylvania Department of Transportation
 Bureau of Highway Safety and Traffic Engineering
 400 North Street, 6th Floor
 Harrisburg, PA 17120
 Attention: Robert J. Pento, P.E.

TO LICENSEE:

[Address]

28. The Parties acknowledge that this Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous oral and written communications regarding the subject matter.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

LICENSEE:*

ATTEST:

Title: DATE

BY: _____
Title: DATE

**If a Corporation, a Senior Officer (President, Vice President, CEO, COO or Chairperson) must execute this Agreement. If a Limited Liability Company (LLC), a Member or Manager must execute this Agreement. Pennsylvania Statutory signature rules apply, unless documentation supporting the signatory's authority is attached to this Agreement.*

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Deputy Secretary of DATE
Transportation or designee

APPROVED AS TO LEGALITY
AND FORM

FUNDS COMMITMENT DOC. NO. _____
CERTIFIED FUNDS AVAILABLE _____
UNDER SAP NO. _____
SAP COST CENTER _____
G/L. ACCOUNT _____
DATE AMOUNT _____

BY _____
for Chief Counsel

BY _____
Deputy General Counsel DATE

BY _____
for Comptroller Operations DATE

BY _____
Deputy Attorney General DATE

*Please provide resolution authorizing signatures, if necessary.

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the [Governor's Code of Conduct, Executive Order 1980-18](#), 4 Pa. Code §7.151 et seq., or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the [Governor's Code of Conduct, Executive Order 1980-18](#), 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - a. Approved in writing by the Commonwealth prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d. Necessary for purposes of Contractor's internal assessment and review; or
 - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
 - g. Otherwise required by law.
10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
 - a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1) obtaining;

- (2) attempting to obtain; or
- (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L. 736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- 11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
 - a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
 - b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
 - a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.

- b.** "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
- c.** "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- d.** "Financial interest" means:

 - (1)** Ownership of more than a five percent interest in any business; or
 - (2)** Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e.** "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor's Code of Conduct, Executive Order 1980-18](#), the *4 Pa. Code §7.153(b)*, shall apply.
- f.** "Immediate family" means a spouse and any unemancipated child.
- g.** "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- h.** "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

January 16, 2001

PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT*

During the term of this contract, the Contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101 et seq., The Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C.F.R. § 35.130, and all other regulations promulgated under *Title II of The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT B

Contract Provisions – Right to Know Law 8-K-1532

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.