

Vendor Inquiry #20 – Exceptions to the P-37 Contract NHED Responses

Appendix B

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any reasonable damages the State suffers by reason of any Event of Default; and/or

Proposed exception to the terms and conditions under the Form P-37 is open to negotiation.

10. 2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. Contractor shall retain a royalty-free, nonexclusive, nontransferable, irrevocable license to reproduce, publish and prepare derivative works of the data and Property. Any and all intellectual property or other proprietary data owned by the Contractor prior to the effective date of the Agreement (“Pre-existing Information”) shall remain the exclusive property of the Contractor even if such Pre-existing Information is embedded or otherwise incorporated into Property first produced as a result of this Agreement or used to develop such Property. Contractor hereby provides the State with a royalty-free, nonexclusive, nontransferable, irrevocable license to the Pre-existing Information.

Proposed exception to the terms and conditions under the Form P-37 is open to negotiation.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State which shall not be unreasonably withheld.

Proposed exception to the terms and conditions under the Form P-37 is open to negotiation.

12.3 none of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State which shall not be unreasonably withheld.

Proposed exception to the terms and conditions under the Form P-37 is open to negotiation.

13. Indemnification. The Contractor shall indemnify, hold harmless the State, its officers, and employees from and against damages, liabilities, losses, and other expenses, including reasonable attorneys’ fees (where recoverable by law), arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the negligent acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. The Contractor’s liability shall be limited to the amount paid under this Agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State’s sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.