

General Terms and Conditions

Overview: This Annex is an overview of the terms and conditions HIAS commonly uses in all of its legally binding contracts with vendors, professional service providers, independent contractors, subcontractors and consultants. This Annex is meant for informative purposes only and does not constitute a legally binding agreement of any kind. The final agreement is subject to negotiation and customization for the selected assignment and applicant. HIAS retains the right to modify, negotiate and revise, in any manner, all or a portion of this Annex. In addition, HIAS retains the right to include special terms in an agreement that are required by funding agencies such as the United Nations or the U.S. Federal government. The terms of the agreement shall be binding on both parties and comprise the full and exclusive agreement between the parties.

Terms for Service Providers and Vendors

Client Obligations	During the provision of the Services, the Client hereby agrees to: A. Cooperate with the Service Provider for anything the Service Provider may reasonably require; B. Provide any information and/or documentation needed by the Service Provider relevant to the provision of Services or payment for the provision of Services; C. Require any staff or agents of the Client to co-operate with and assist the Service Provider as is reasonable and necessary;
Intellectual Property	In accordance with the terms and conditions of this Agreement, the Service Provider may create certain intellectual property ("Created IP"), including, but not limited to, plans, drawings, specifications, reports, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property as required to render the provision of Services to the Client. Unless the Parties otherwise agree, any such Created IP generated by the Service Provider in connection with the provision of Services to the Client shall belong to the Client. Any intellectual property provided by the Client to the Service Provider to assist in the provision of Services, that was not created by Service Provider pursuant to this Agreement, shall belong to the Client. Any ancillary intellectual property belonging to the Service Provider, provided or shown to the Client in any way, that was not created by Service Provider pursuant to this Agreement, shall belong to the Service Provider.
Other Activities	Service Provider may perform similar services for other entities during the term hereof; provided however that Service Provider shall ensure that such other services do not constitute a conflict of interest for Service Provider and do not interfere with or prevent performance of Service Provider's services to Client.
No Joint Venture or Partnership	The Parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties and that this Agreement is for the sole and express purpose of the rendering of the specific Services by the Service Provider to the Client under the terms and conditions herein.
Modification of Agreement	This Agreement may be supplemented, amended, or modified only by the mutual contract of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
Delay	If Service Provider is unable to fulfill all or a portion of this Agreement in accordance with Exhibit A, within the time specified therein, Service Provider must provide written notice to Client within two (2) calendar days of Service Provider's knowledge of the facts that may cause a delay. The Parties shall then evaluate the situation in good faith and mutually agree to a revised period of performance. Where the Parties are unable to agree to a revised period of performance, Client shall have the right to terminate all or a portion of Exhibit A, as applicable, without charge or penalty. In such event, Service Provider shall refund all payments made by client under Exhibit A for services not yet performed, as applicable, and Client shall be relieved of making any future payments.
Insurance	Service Provider and each of Service Provider's subsidiaries are to be insured by insurers of recognized fiscal responsibility against such losses and risks and in such amounts as management believes to be prudent and customary in the businesses in Service Provider's and their subsidiaries are engaged. [Add any specifics per the type of procurement]

<p>Covered Telecommunications Equipment or Services</p>	<p>A. Definitions. Covered telecommunications equipment or services means -</p> <ul style="list-style-type: none"> i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); ii. For public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); iii. Telecommunications or video surveillance services provided by such entities or using such equipment. <p>B. The Service Provider will not provide covered telecommunications equipment or services as a part of its offered products or services to HIAS in the performance of any contract, subcontract, or other contractual instrument.</p>
<p>Termination</p>	<p>A. By Either Party. Either Party shall have the right to terminate this Agreement, without prejudice to any of its other rights contained herein, immediately upon written notice to the other Party if:</p> <ul style="list-style-type: none"> i. A Party becomes bankrupt or insolvent, enters liquidation whether compulsorily or voluntarily, convenes a meeting of its creditors, has a receiver appointed over all or part of its assets, dissolves or ceases for any reason to carry on its business; ii. A Party or its principals or top management engages in conduct that brings Service Provider or Client into public disrepute, contempt, scandal or ridicule; or iii. A Party or its principals or top management engages in fraud, abuse, intentional misconduct or other intentional violations of applicable law. <p>B. Termination for Material Breach. A non-breaching Party may terminate this Agreement if the non-breaching Party provides written notice to the breaching Party of any material breach or default by the breaching Party, which notice includes a detailed description of the breach or default (each such notice, a "Notice of Breach"), and the breaching Party fails to cure such breach or default, or commence reasonable efforts to cure the same, within fifteen (15) days of its receipt of the Notice of Breach (the "Grace Period"); provided, however, that if the Parties conclude such breach or default is incapable of being cured within the Grace Period, the Parties may mutually agree upon additional periods ("Additional Grace Periods") within which to cure the same. If the breaching Party fails to cure the breach or default within the Grace Period and any applicable Additional Grace Periods, the breaching Party may terminate this Agreement.</p> <p>C. Termination by Mutual Consent. At any time during the term, the Parties may terminate this Agreement by mutual written consent.</p> <p>D. Termination by Operation of Law. This Agreement shall automatically terminate if any applicable statute, rule, or regulation renders consummation of the transaction(s) contemplated hereunder illegal or otherwise prohibited, or if a court of competent jurisdiction has issued a final and non-appealable order, decree or ruling, or taken any other action restraining, enjoining or otherwise prohibiting the consummation of such transaction(s).</p> <p>E. Termination for Convenience. This Agreement may be terminated, in whole or in part, by the Client whenever, for any reason, the Client determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Service Provider of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Service Provider shall be compensated for services properly rendered prior to the effective date of termination. The Client will not be liable for services performed after the effective date of termination. The Service Provider shall be compensated for services herein provided but in no case shall total payment made to the Service Provider exceed the original Agreement price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.</p>

F. Effect of Termination. Immediately upon termination of this Agreement, all rights granted to Service Provider hereunder shall automatically revert to Client. Except for any provisions contained herein, including post-termination obligations which must survive the termination of this Agreement, upon termination this Agreement shall become void. Upon full completion of any post-termination obligations by both Parties, there shall be no further liability on the part of any Party hereto, provided that such Party is not in material default of the terms and conditions of this Agreement. Service Provider's post-termination obligations owed to Client are as follows:

- iv. Fulfill the requirements under Article 14. (D) Return of Confidential Information Upon Termination;
- v. Return all Client provided equipment, materials or information promptly to Client;
- vi. If applicable, send Service Provider's final invoice or payment request to Client for completion;
- vii. Submit and complete any final reports, worksheets or other items required for the Parties to fulfill their obligations which accrued prior and up to the date of termination;
- viii. Submit and complete any scope of work or delivery for which Client rendered payment prior and up to the date of termination; and
- ix. Fulfill any other reasonable post-termination obligations communicated to Service Provider by Client in advance of termination.

Any amounts accruing to Service Provider upon termination shall be limited to payment for services properly performed and rendered up until the date of termination. Payment of these amounts shall constitute full payment for Service Provider's services hereunder notwithstanding the terms of this Agreement, and Client shall have no further liability to Service Provider for payment. The foregoing shall not relieve any Party from liability for damages actually incurred because of such Party's material breach of any term or provision of this Agreement.

Confidentiality

A. Definition of Confidential Information. Service Provider understands that Client has disclosed or may disclose to Service Provider certain proprietary information directly or indirectly relating to its operations, staff, trustees, officers, directors, affiliates or clients, including, but not limited to, the following: (i) finances and budget; (ii) client demographic data or other personal information about clients; (iii) employment records and policies; (iv) operational methods, policies, procedures and processes; (v) marketing plans and strategies; (vi) projects, proposals or research development techniques and plans; (vii) business acquisition plans or business opportunities; (viii) trade know-how, trade secrets and other competitive information; (ix) new personnel acquisition or hiring plans; (x) properties; (xi) methods of technical processes, designs, computer program object or source codes, manuals, systems or documentation; (xii) the name of any external vendor or consultant; and (xiii) fundraising, including funder, grantor, donor or member profiles, or information about monetary amounts raised (collectively referred to herein as, "Confidential Information"). The failure to label such information as "confidential" or "proprietary" prior to such disclosure shall not preclude its identity as Confidential Information. Oral communications which include Confidential Information are also protected. Service Provider agrees to hold such oral information in confidence in accordance with this Agreement. Confidential Information shall not include information which: (i) exists in the public domain prior to the date of this Agreement or becomes publicly available thereafter through no act or omission of Service Provider in violation of this Agreement; (ii) was known to Service Provider prior to the date of disclosure or becomes known to Service Provider thereafter from a third Party in good faith who is not bound contractually or otherwise to Client to keep such information confidential; (iii) is disclosed by Service Provider in accordance with the terms of Client's prior written approval; (iv) is independently developed by Service Provider without use of the Confidential Information hereunder; or (v) is documented to have been in Service Provider's possession prior to receipt from Client.

B. Permitted Uses. Service Provider shall use Confidential Information solely for the purpose of carrying out Service Provider's obligations under this Agreement. Service Provider shall hold Confidential Information in strict confidence and exercise that same degree of care Service Provider uses, but not less than reasonable care, to prevent disclosure, publication, or dissemination of Service Provider's own confidential information. Service Provider shall not: (i) disclose Confidential Information or any information derived therefrom to any third person without the prior written consent of Client; or (ii) copy or reverse engineer any of the Confidential Information. Service Provider shall: (i) disclose Confidential Information to only those of Service Provider's employees, affiliates, agents, and sub-contractors who require Confidential Information to carry out the obligations of this Agreement; and (ii) ensure that all such individuals or entities sign a non-disclosure contract in content substantially similar to this Agreement. Notwithstanding the foregoing, Service Provider shall be liable for any breach of the confidentiality requirements under this Agreement by any of Service Provider's employees, affiliates, agents, or sub-contractors who are acting in such capacity. Service Provider shall immediately, upon discovery of any disclosure not authorized hereunder, notify Client of such unauthorized disclosure, and take all reasonable steps to prevent any further disclosure or unauthorized use.

C. Disclosure Required By Law. Service Provider may disclose Confidential Information required to be disclosed pursuant to law or an order of a court of competent jurisdiction, provided that prior to such disclosure, Service Provider: (i) provides Client with prompt written notice of such request; (ii) reasonably cooperates with Client in its efforts to obtain a protective order or other appropriate remedy; and (iii) in the event the remedies under clause (ii) are not obtained or Client otherwise waives compliance with this Section, furnishes only that portion of the requested information that is required to be disclosed and exercises all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the information so disclosed.

D. Return of Confidential Information Upon Termination. Upon termination or natural expiration of this Agreement, for whatever reason and whether voluntary or involuntary, or at any time at the request of Client, Service Provider shall promptly return all Confidential Information in the possession or under the control of Service Provider to Client and shall not retain any copies or other reproductions or extracts thereof. Service Provider shall at any time at the request of Client destroy or have destroyed all memoranda, notes, reports, documents or other forms of Confidential Information, whether in "hard copy" form or as stored on magnetic or other media, and all copies and other reproductions and extracts thereof, prepared by Service Provider, and shall provide the Client with a certificate that the foregoing materials have in fact been returned or destroyed.

E. No Representation or Warranty. All Confidential Information is disclosed hereunder "as is." Service Provider acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by Client, or by any of its respective directors, officers, employees, agents or advisers, as to, or in relation to, the accuracy or completeness of any Confidential Information made available to Service Provider, and Service Provider shall be responsible for making their own evaluation of Confidential Information. Client retains exclusive ownership of, interest in and rights and title to, all Confidential Information. No license to Service Provider, under any trademark, patent or copyright applications which are now or may thereafter be owned by Client, and no property or ownership rights or title, is either granted or implied by the conveying of information to Service Provider. None of the information which may be submitted or exchanged by Client shall constitute any representation, warranty, assurance, guarantee or inducement by Client to Service Provider with respect to the infringement of trademarks, patents, copyright or any rights to privacy or other rights of third persons.

F. Term. The term of this Section on Confidentiality shall survive as follows:

- i. For Personally Identifiable Information (PII), this section and the section below (Protection of Personally Identifiable Information) remain in effect so long as Service Provider can access, store, transmit, receive, or disclose the PII. PII is any data that could potentially be used to identify a particular person. Examples include a full name, Social Security number, driver's license number, bank account number, passport number, and email address.
- ii. For all other Confidential Information, three (3) years from the date of termination or expiration of this Agreement.

<p>Protection of Personally Identifiable Information (PII)</p>	<p>In addition to the obligations stipulated in the Confidentiality section above, this section covers requirements for the protection of PII, applicable to both parties as appropriate.</p> <p>A. Data (e.g., PII) Protection Standards. Each Party confirms that they have in place data protection standards and requirements to appropriately comply with applicable data protection laws and regulations. Each Party further confirms that they will comply with applicable data protection laws and regulations in the processing (e.g., collection, use, sharing, storage, retention, deletion, etc.) of PII in the fulfillment of their respective roles and responsibilities under this Agreement.</p> <p>B. Permitted Purpose Only. Each Party will only process PII for specific and legitimate purposes aligned with their respective roles and responsibilities under this Agreement ('permitted purposes'). Each Party will make sure that their authorized users will only have access to PII on a need-to-know basis and will not use the PII for any purpose not permitted as part of the Agreement.</p> <p>C. Safeguards and Control of Data. Each Party will implement appropriate organizational, administrative, physical and technical safeguards and procedures to protect the security of the PII, including against or from accidental or unauthorized destruction, loss, alteration, disclosure, access, or unplanned loss of availability.</p> <p>D. Security Incidents affecting PII. Each party will immediately notify each other if there is any actual, suspected or threatened unauthorized or accidental disclosure of PII or other Security Incident affecting PII. Each Party will implement all necessary damage mitigation and remedial actions. Where appropriate, HIAS will report the incident through the required channels in accordance with HIAS policy and procedure.</p> <p>E. Data Subject (e.g., individual) Access Requests. The Parties will immediately notify each other if they receive a request from an individual whose PII is handled by the Parties under this Agreement. The Parties will cooperate to address such requests in accordance with the principles of reasonableness and fairness. Where appropriate, individual requests will be handled according to HIAS policy and procedures</p> <p>F. Return /Destruction of PII. At the request of a Party, the other Party will safely transfer and return to the requesting Party all PII that would fall under this Party's ownership, or, at requesting Party's option, safely destroy all copies of such PII. Such information destruction should be confirmed in writing.</p>
<p>Indemnification</p>	<p>Service Provider shall indemnify and hold harmless Client, its affiliates and its and their officers, employees, directors, trustees and agents (the "Client Indemnified Parties") from and against any and all claims, demands, damages, judgments or liabilities (including liabilities for penalties and reasonable attorney's fees) of any nature whatsoever resulting from or arising out of this Agreement, including but not limited to (a) Service Provider's breach or negligent performance or non-performance of this Agreement; and (b) any actual or alleged infringement of a third party's intellectual property rights arising out of Client's use of any deliverables developed pursuant to this Agreement. Notwithstanding the foregoing, Service Provider shall not be liable under this Section to the Client Indemnified Parties for a claim or cause of action that is directly caused by the material breach, negligence or intentional misconduct of the Client Indemnified Parties. The provisions of this Section on Indemnification shall survive the expiration or termination of this Agreement.</p>
<p>Limitation on Damages</p>	<p>Neither Party shall be liable for, nor will the measure of damages include, any indirect, incidental, punitive, special or consequential damages or amounts for loss of income, profits or savings arising out of or relating to its performance or failure to perform under this Agreement, whether in contract, warranty, strict liability, tort or otherwise. Each Party's sole liability for direct damages (exclusive of liability for breach of any representation or warranty) shall be limited to the total amount of fees payable hereunder.</p>
<p>Liability for Taxes</p>	<p>Parties acknowledge and agree that all state and federal withholding taxes, social security taxes, unemployment insurance contributions and assessments, worker's compensation insurance, general excise tax, self-employment taxes and all other taxes, fees, assessments or contributions, covering each of their respective employees, if any, shall be the separate and sole responsibility of each Party. The Parties shall each bear full responsibility for compliance with all duties and obligations imposed upon employers by all state and federal laws, including safety, labor relations, wage and hour and equal employment opportunity.</p>

Representation and Warranties	<p>A. The Service Provider represents and warrants that it will perform the Services using reasonable care and skill for a Service Provider in their field and that any end products or materials given by the Service Provider to the Client under the terms and conditions of this Agreement will not infringe on or violate the intellectual property rights or any other right of any third party;</p> <p>B. Service Provider has the authority to enter into this Agreement, to grant the rights herein granted and to perform fully all of Service Provider’s obligations hereunder, and Service Provider has acquired all rights necessary to grant Service Provider’s rights to Client hereunder, including, without limitation, all permissions, notices, licenses, consents, or assignments from third Parties, and the foregoing actions, conditions, consents and notices are valid, legally binding, and enforceable;</p> <p>C. no part of the rights herein granted to Client have been or will be transferred by Service Provider to any third Party, and such rights and the full right to exercise the same have not been and will not be in any way limited, diminished or impaired;</p> <p>D. the execution, delivery and performance of this Agreement and all other agreements contemplated hereby by Service Provider do not: (i) violate any decree or judgment of any court or governmental authority that may be applicable to Service Provider; (ii) violate any law or regulation; or (iii) violate or conflict with, or result in a material breach of, or constitute a material default (including an event which with or without notice or lapse of time or both would constitute a material default), under any contract or contract to which Service Provider is bound;</p> <p>E. no investigation, action or proceeding is pending or threatened against Service Provider, and Service Provider has not received written notice of the same. No investigation looking toward such an action or proceeding has begun which questions the validity of this Agreement or any action taken or to be taken pursuant hereto, and Service Provider has not received written notice of the same; and</p> <p>F. Service Provider, and its principals, are not suspended, debarred or otherwise disqualified in any manner from doing business with the United States Government, any U.S. state or local government or any other administrative, regulatory, governmental, legal or inter-governmental body. Service Provider shall promptly notify Client of any circumstances that could lead to Service Provider’s suspension, debarment or disqualification, or if Service Provider is placed on any sanctions lists.</p>
Notices	<p>Any notices required or permitted hereunder shall be in writing and shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given upon personal delivery; if sent by email, upon confirmation of receipt; or if sent by certified or registered mail, postage prepaid, five (5) days after the date of mailing.</p> <p>All other communications between the Parties shall be in accordance with the addresses, telephone numbers and email addresses hereinafter set forth and such other addresses, telephone numbers and email addresses as the Parties may from time to time determine to be appropriate and convenient.</p>
Assignment and Sub-Contracting	<p>Service Provider may not assign or subcontract this Agreement, or any of Service Provider’s rights or duties hereunder, without the prior written consent of Client, which consent may be withheld or delayed in Client’s sole discretion. The rights and obligations of the Parties shall be binding upon and inure to the benefit of their successors and permitted assigns.</p>
Force Majeure	<p>Neither Party shall be liable to the other for any loss or any failure or delay to perform any obligation under this Agreement which is due to causes beyond its reasonable control (including, without limitation, an act of God, industrial dispute, protest, fire, flood, storm, natural disaster, epidemic, explosion, breakdown of plant or machinery, act of terrorism, war, national emergency, military operation, compliance with any law or governmental order, regulation or rule, act of government or situation where the rendering of service is prohibited or delayed by a local law, regulator, government body or agency). Service Provider shall notify the Client of expected or real delays at the earliest opportunity and the Parties shall reevaluate in good faith whether completion of this Agreement is feasible and discuss options for modifying, extending or terminating this Agreement. Notwithstanding the foregoing, neither Party shall be excused from performing its obligations hereunder due solely to harsh, challenging, unstable, risky, or dangerous factors that are foreseeable by both Parties at the time of executing this Agreement or that are expected by both Parties when considering the natural, economic or political environment, locality, or country in which the services are to be performed.</p>

Governing Law	This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland applicable to contracts made and performed wholly therein, without giving effect to its choice of law principles thereunder. Both Parties agree to submit to the jurisdiction and venue of, the appropriate state or federal court for the district encompassing HIAS' principal place of business in Montgomery County, Maryland, and the Parties hereby waive any claim that such court(s) do not have jurisdiction or that venue is improper or that such courts are an inconvenient forum.
Dispute Resolution	The Parties shall endeavor to settle amicably any disputes, differences or claims whatsoever related to this Agreement. Failing such amicable settlement, any controversy, claim or dispute arising under or relating to this Agreement shall be finally settled by arbitration, mediation or other alternative dispute resolution mechanisms.
Waiver or Delay	If a Party waives a particular default, wrongful act or omission of the other Party, such waiver will not affect or impair the rights of the waiving Party in respect of any other additional or subsequent default, wrongful act or omission of the non-waiving Party. If a Party delays or fails to exercise any rights in connection with any default, wrongful act or omission of the other Party, such delay or failure will not affect or impair the rights of the delaying Party in respect of any additional or subsequent occurrence of that event or any other default, wrongful act or omission of the non-delaying Party.
Severability	If any provision of this Agreement is determined at any time by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or part thereof will be severable from this Agreement and the remainder of this Agreement will be construed as if such invalid, illegal or unenforceable provision or part thereof had been deleted.
Injunctive Relief	In the event that Service Provider violates or breaches any of the terms and conditions of this Agreement, Client may seek injunctive relief and such other relief and damages as may be allowed at law or in equity. All costs of obtaining such relief, including reasonable attorney's fees and court costs, shall be awarded to Client. Such remedies will not be deemed to be Client's exclusive remedies for a breach of this Agreement but will be in addition to those remedies granted at law or in equity to Client.
Safeguarding and Code of Conduct	<p>The Agency understands that it is subject to HIAS' Safeguarding, Safeguarding of Children, and Anti-Human Trafficking policies. The Agency must report any violation or suspected violation of these policies in relation to the Agency's activities under this contract to HIAS, which may be done via HIAS' General Counsel by telephone (1-888-559-8518), email (ethics@hias.org), or via www.hias.ethicspoint.com. The Agency will ensure that it has the capacity to abide by these policies, or has substantially equivalent policies and procedures in place, that its staff, associated personnel, contractors and subcontractors understand these policies, and that it communicates to its staff, associated personnel, contractors and subcontractors the duty to report. If the Agency, with support from HIAS, determines that it does not have the capacity to conduct investigations, it will permit HIAS to investigate the violation of these policies and shall cooperate fully with said investigations. The Agency will ensure that anyone who suspects a safeguarding violation has occurred, or who has a reasonable belief that trafficking has occurred, and properly reports these concerns will be protected from retaliation or negative employment consequences and that a survivor-centered approach is taken when responding to allegations. The Agency understands and agrees that a violation of these policies or failure to take corrective action may, in addition to any other remedies available under this agreement or at law, result in suspension or immediate termination of this agreement and may also result in the Agency being deemed ineligible for future cooperative agreements with HIAS.</p> <p>In addition to relevant Safeguarding policies, the Agency shall abide by all HIAS policies and procedures that are communicated in advance, including, but not limited to, the HIAS Supplier Code of Conduct; HIAS Anti-Corruption and Anti-Fraud Policy; HIAS Anti-Discrimination, Harassment, Bullying, and Abuse of Power Policy; and the HIAS Whistleblowing Policy; and at HIAS' request, execute all documents that are necessary to certify the Agency's compliance with the same.</p> <p>The referenced policies are available at the following link and are made a part of this Agreement: https://hias.org/ethics/</p>
Further Assurances	Each Party agrees that, after the execution and delivery of this Agreement, and, without any additional consideration, such Party shall execute and deliver any further legal instrument and perform any acts that are or may become necessary to affect the purposes of this Agreement.
Survival	All Sections which must survive by their very nature to give effect to this Agreement shall survive termination or expiration of this Agreement.

Titles	Headings and titles appear only for convenience and in no way add to or remove from the context of this Agreement.
Attachments, Schedules and Exhibits	All attachments, schedules or exhibits attached to this Agreement shall be deemed part of this Agreement and incorporated by reference into this Agreement, as if fully contained herein. All references to "this Agreement" include all the attachments, schedules or exhibits attached to this Agreement.
Entire Agreement	This Agreement represents the final agreement among the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements among the parties.
Public Announcement	Neither Party will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party.
Counterparts	This Agreement may be executed in counterparts, all of which shall constitute a single agreement.