LICENSES AND PERMITS: Contractor must obtain all necessary licenses and permits required to perform the services.

FUNDING AND FISCAL YEAR APPROPRIATIONS: The obligation of the College under this contract for any subsequent fiscal year following the fiscal year in which this contract is executed, is subject to the appropriation to the College of funds sufficient to discharge the College’s obligation which accrues in such subsequent fiscal year, and to the authorization to spend such funds for the purposes of the contract.

TERMINATION: Refer to bid specifications.

OBLIGATION IN EVENT OF TERMINATION:

A. Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the contractor pursuant to this Contract, shall become the property of the College.

B. The College shall promptly pay the Contractor for all services performed to the effective date of termination.

CONFLICT OF INTEREST: No officer or employee of the Commonwealth shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested.

RECORDKEEPING, AUDIT AND INSPECTION OF RECORDS: The Contractor shall maintain books, records and other compilations of data pertaining to the performance of the provisions and requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. The Governor, the Secretary of Administration and Finance, the President of the College, and the State Auditor, or their designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor, which pertain to the provisions and requirements of this Contract.

POLITICAL ACTIVITY PROHIBITED: None of the service to be provided by the Contractor shall be used for partisan political activity, or to further the election or defeat of any candidate for public office.

PUBLICATIONS, REPRODUCTION AND USE OF MATERIAL: All published material, including without limitation, reports, manuals, pamphlets, and articles prepared under this Contract, shall be the property of the College and shall appropriately designate the College as the owner. No material prepared in whole or in part under Contract, shall be subject to copyright in the United States of America or in any other country. The College shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Any material which has been copyrighted previously and is used by the Contractor in the material which has been copyrighted previously and is used by the Contractor in the performance of this Contract shall not lose its copyright status by being so used.

ANTI-BOYCOTT WARRANTY: During the terms of this Contract, the Contractor shall not participate in or cooperate with an International boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 and 3 of Chapter 151E, Massachusetts General Laws.

CERTIFICATION: The Contractor hereby certifies and warrants

A. That, if it is a non-Massachusetts corporation, it has filed all reports required by State Law.
B. That no other person has a financial interest in this Contract.
C. That he/she has complied with all laws of the Commonwealth relating to taxes.

ASSIGNMENT BY CONTRACTOR AND SUBCONTRACTOR: The Contractor shall not
assign or in any way transfer any interest in this Contract without the prior written approval of
the College, nor shall subcontract any services without the prior written approval of the College.