



CLOUD SOLUTIONS

Led by the State of Utah
State of Utah Contract #: AR2507

Master Agreement #: AR2507

Contractor: **WORKDAY, INC.**

Participating Entity: **STATE OF UTAH**

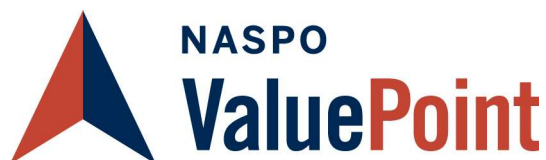
Participating Entity Contract #: **AR2507**

The following products or services are included in this contract portfolio:

- *All products, solutions and services listed under the Cloud Solutions portfolio on the Contractor's page of the NASPO ValuePoint website.*

Participating Addendum Terms and Conditions:

1. Scope: This addendum covers Cloud Solutions led by the State of Utah for use by state agencies and other entities located in the State of Utah authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. An amendment to this PA is not required when offerings are adjusted in the Master Agreement, so long as all additions remain within the master agreement's original scope.
2. Pricing: The pricing and rates from the Master Agreement shall flow down to this PA. An amendment to this PA is not required when pricing in the Master Agreement is adjusted / updated.
3. Contract Effective Dates: This PA is effective upon final signature of both parties, and expires upon the expiration or termination of the NASPO ValuePoint Master Agreement #AR2507. A contract amendment is not necessary in the event of the renewal or extension of the Master Agreement, so long as such renewal/extension was originally provided within the solicitation supporting the master agreement.
4. Order of Precedence: The order of precedence as provided in the NASPO ValuePoint Master Agreement #AR2507 applies to this PA.
5. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Utah. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
6. Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.



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7. Subcontractors: All contactors, dealers, and resellers authorized in the State of Utah, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
8. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
9. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Sherry Amos
Address:	6230 Stoneridge Mall Road, Pleasanton, CA 94588
Telephone:	703-402-3476
Fax:	
Email:	Sherry.amos@workday.com

Participating Entity

Name:	Blake Theo Porter
Address:	4315 South 2700 West, Floor 3, Taylorsville, UT 84129-2128
Telephone:	801-957-7136
Fax:	
Email:	btporter@utah.gov

10. ADDITIONAL TERMS AND CONDITIONS

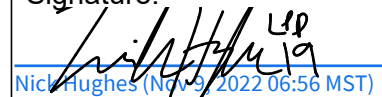
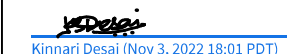
The following terms and conditions will apply to this participating addendum.

SEE ATTACHMENT A: STATE OF UTAH STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Utah	Contractor: Workday Inc.
Signature:  Nick Hughes (Nov 9, 2022 06:56 MST)	Signature:  Kinnari Desai (Nov 3, 2022 18:01 PDT)
Name: Nick Hughes	Name: Kinnari Desai
Title: Assistant Director, Division of Purchasing & General Services	Title: VP, Finance
Date: 11/09/2022	Date: Nov 3, 2022

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Courtney Iversen
Telephone:	(609) 766 -0230
Email:	civersen@naspovaluepoint.org

**Please email fully executed PDF copy of this document
to
PA@naspovaluepoint.org
to support documentation of participation and posting
in appropriate data bases.**

ATTACHMENT A: STATE OF UTAH STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS
STATE OF UTAH COOPERATIVE INFORMATION TECHNOLOGY CONTRACT

This is a State Cooperative Contract for information technology products and services. DTS policies referenced by number in this Attachment are only applicable to the Executive Branch and are available at <https://dts.utah.gov/policies>. All other policies and codes of conduct are available upon request.

1. DEFINITIONS:

- a. "Access to Secure State Facilities, Data, or Technology" means Contractor will (a) enter upon secure premises controlled, held, leased, or occupied by State of Utah or Eligible User; (b) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by State of Utah or Eligible User; or (c) have access to or receive any State Data or Confidential Information.
- b. "Audit Reports" means the most recently completed SOC1 and SOC2 audit reports or comparable industry-standard successor report prepared by Contractor's independent third-party auditor.
- c. "Authorized Parties" shall be defined in NASPO ValuePoint Master Agreement AR2507 MSA Section 11.
- d. "Background IP" means intellectual property (IP) owned or controlled prior to the effective date of this Contract or that IP developed or acquired from activities independent of the services performed under this Contract, including but not limited to (a) methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services, and (b) processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of Eligible User.
- e. "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference.
- f. "Contract Period" means the term of this Contract, as set forth in the Contract Signature Page(s).
- g. "Contract Signature Page(s)" means the cover page that the Division and Contractor sign.
- h. "Contractor" means the individual or entity identified on the Contract Signature Page(s). "Contractor" includes Contractor's agents, officers, employees, partners, contractors, and Subcontractors at any level.
- i. "Custom Deliverables". The Parties agree that Contractor's Service and any implementing configurations are not considered Custom Deliverables under this Contract
- j. "Data Breach" shall have the same meaning as Security Breach as defined in NASPO ValuePoint Master Agreement AR2507 MSA Section 11.
- k. "Data Processing Exhibit" or "DPE" means the Universal Data Processing Exhibit located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>. as it is shown on the date Contract is executed.
- l. "Division" means the State of Utah Division of Purchasing.
- m. "Documentation" shall be defined in NASPO ValuePoint Master Agreement AR2507 MSA Section 11.
- n. "DTS" means the Utah Department of Technology Services.
- o. "Eligible User(s)" means the State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts. It shall be referred to as "Customer" in NASPO ValuePoint Master Agreement AR2507.
- p. "Federal Criminal Background Check" means a fingerprint-based, nationwide background check conducted and processed by the FBI.
- q. "Good" means any deliverable not classified as a Custom Deliverable or Service. The Parties agree that Workday's Service and any implementing configurations are not considered a Good under this Contract.
- r. "Improvements" shall be defined in NASPO ValuePoint Master Agreement AR2507 MSA Section 11.
- s. "Intellectual Property Rights" means all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and other protection afforded by law to inventions, models, designs, technical information, and applications.
- t. "Non-Public Data" means records or data that are not subject to distribution to the public, including Confidential Information as defined in NASPO ValuePoint Master Agreement AR2507 Attachment A. Access is restricted because it includes information that is protected by state or federal law. Non-Public Data includes, but is not limited to, a person's name; government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information; or Protected Health Information.
- u. "Protected Health Information" (PHI) shall be defined in NASPO ValuePoint Master Agreement AR2507 Attachment A .

- v. "Response" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
- w. "Security Exhibit" means the Universal Security Exhibit located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>, as it is shown on the date Contract is executed
- x. "Security Incident" shall have the same meaning as Security Breach as defined in NASPO ValuePoint Master Agreement AR2507 MSA Section 11.
- y. "Services" shall have the same meaning as Service defined in NASPO ValuePoint Master Agreement AR2507 MSA Section 11.
- z. "SLA" means the Workday Production Support and Service Level Availability Policy located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>, and which may be updated by Contractor from time to time. No update will materially decrease Contractor's responsibilities under the SLA.
- aa. "Solicitation" means an invitation for bids, request for proposals, notice of sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
- bb. "State Data" shall have the same meaning as Customer Data as defined in NASPO ValuePoint Master Agreement AR2507 MSA Section 11.
- cc. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities and instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- dd. "Statement of Work" shall be defined in NASPO ValuePoint Master Agreement AR2507 Attachment C.
- ee. "Subcontractors" shall have the same meaning as Subprocessor defined in DPE Section 1 .
- ff. "Tenant" means a unique instance of the Service, with a separate set of State Data held by Contractor in a logically separated database (i.e. a database segregated through password-controlled access).

2. ESSENTIAL PROVISIONS:

- a. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** This Contract shall be governed solely by the laws of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- b. **LAWS:** Contractor and all Goods and Services delivered under this Contract will comply with all applicable federal and state of Utah laws, including applicable licensure and certification requirements.
- c. **SOVEREIGN IMMUNITY:** The Division and the State of Utah do not waive any protection, right, defense or immunity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 to 904, as amended, the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.
- d. **PUBLIC INFORMATION:** This Contract and any purchase orders, invoices, pricing lists, and the Response are public records available for disclosure in accordance with the State of Utah's Government Records Access and Management Act (GRAMA, Utah Code 63G-2-101 et seq.), except to the extent classified as protected in accordance with UCA 63G-2-309. GRAMA takes precedence over any statements of confidentiality or similar notations. Neither the Division, the Eligible User nor the State of Utah will inform Contractor of any request for a copy of this Contract, including any purchase orders, invoices, pricing lists, or the Response.
- e. **CREDITING THE DIVISION IN PUBLICITY:** Any publicity given to this Contract shall identify the Division as the managing agency and shall not be released without prior written approval from the Division.
- f. **SALES TAX EXEMPTION:** Goods, Custom Deliverables, and Services purchased by some Eligible Users are being paid from that Eligible User's funds and used in the exercise of that Eligible User's essential functions as a State of Utah governmental entity. Any such Eligible Users will provide Contractor with a copy of its sales tax exemption number upon request.
- g. **SEVERABILITY:** A declaration or order by any court that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
- h. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract, is within the scope/purpose of the Solicitation, and is attached and made part of this Contract. Automatic renewals are prohibited and are deemed void even if listed elsewhere in this Contract.
- i. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any government department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any governmental entity.
- j. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** This Contract may be terminated in whole or in part at the sole discretion of the Division or Eligible User upon thirty days written notice, if the Division or Eligible User determines that (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (b) that a change in available funds affects the Division or Eligible User's ability to pay under this Contract. A change of available funds includes, but is not limited to, a change in Federal or State funding,

whether as a result of a legislative act or an order of the President, the Governor, or Executive Director.

The Division or Eligible User, as applicable, will reimburse Contractor for the Goods or Services properly ordered and delivered until the effective date of said notice. The Division and Eligible User are not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of the notice.

- k. **ENTIRE AGREEMENT:** This Contract is the entire agreement between the parties, and supersedes any prior and contemporaneous agreements and understandings between the parties, whether oral or written.
 - l. **WAIVER:** The waiver by either party of any provision, term, covenant, or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant, or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant, or condition of this Contract. The Eligible User's approval, acceptance, or payment for any Goods or Services required under this Contract shall not be construed to operate as a waiver by the Eligible User of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract.
 - m. **CHANGES IN SCOPE:** Any changes in the scope of work to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of work.
 - n. **TRAVEL COSTS:** Unless otherwise agreed to in the contract, all travel costs associated with the delivery of Services will be paid in accordance with the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the Contractor for correction.
3. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by an Eligible User to Contractor. These records shall be retained by Contractor as required by law.
4. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This Status Verification System, also referred to as "E-verify", requirement only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
- 1) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.
 - 2) Contractor shall ensure that subcontractors providing personnel to work under this contract also verify the work eligibility of their new employees that are employed in the State of Utah in accordance with subsection (1) above.
 - 3) Contractor's failure to comply with this section will be considered a material breach of this Contract.
5. **CONFLICT OF INTEREST:** Contractor represents that it will take commercially reasonable efforts to ensure none of its officers or employees are officers or employees of the State of Utah, unless written disclosure has been made to the Division.
6. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor, and not an employee or agent of the Division, the Eligible Users, or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor has no authorization, express or implied, to bind the Division, the Eligible Users, or the State of Utah to any agreements, settlements, liabilities, or understandings, and shall not perform any acts as an agent for the Division, the Eligible users, or the State of Utah. Contractor is responsible for all applicable federal, state, and local taxes and FICA contributions.
7. **CRIMINAL BACKGROUND SCREENING:** Depending on the Eligible User's policy, each employee of Contractor and Subcontractor may be required to successfully complete a Federal Criminal Background Check, prior to being granted Access (electronic or in person) to Secure State Facilities. Contractor or the applicable employee shall provide Eligible Users with sufficient personal information (at Contractor's expense) so that a Federal Criminal Background Check may be completed by the Eligible User, at Eligible User's expense. The Eligible User will provide Contractor with forms which must be filled out by Contractor and returned to the Eligible User. Each employee of Contractor or a Subcontractor who will have Access to Secure State Facilities must be fingerprinted by the Eligible User or local law enforcement a minimum of one week prior to needing access. At the time of fingerprinting, said employee shall disclose all felony or misdemeanor convictions. Eligible Users may conduct a Federal Criminal Background Check based upon the fingerprints and personal information provided and use this same information to complete a Name Check in the Utah Criminal Justice Information System (UCJIS) at least every two years. Eligible Users may revoke Access to Secure State Facilities granted in the event of any negative results. Contractor and the employee or subcontractor shall immediately notify Eligible Users if an arrest or conviction for a felony or misdemeanor of any person that has Access to Secure State Facilities occurs during the Contract Period. Eligible Users will determine in its discretion if such person's Access to Secure State Facilities shall remain in effect. Felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the conviction occurred. (DTS Policy 2000-0014 Background Investigations) In lieu of Federal Criminal Background Check for access to Secure State Facilities, the State of Utah or Eligible Users may escort Contractor employees, at the State or Eligible User's discretion.
8. **DRUG-FREE WORKPLACE:** Contractor shall abide by the Eligible User's drug-free workplace policies while on the Eligible User's or the State of Utah's premises.
9. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by the State of Utah, Contractor shall follow and enforce the agency applicable code of conduct. Contractor will ensure that each employee receives a copy of the policies and applicable codes of conduct. (DTS Policy 2000-0001 Code of Conduct, DTS Policy 1000-0003 Acceptable Use of Information Technology Resources)

- 10. INDEMNITY AND LIABILITY** shall be as described in NASPO ValuePoint Master Agreement AR2507 Section 13 and MSA Section 8.
- 11. RESERVED**
- 12. SOFTWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM “AS-IS”.** shall be as described in NASPO ValuePoint Master Agreement AR2507 MSA Section 6.
- 13. WARRANTY REMEDIES:** shall be as described in NASPO ValuePoint Master Agreement AR2507 MSA Section 6.
- 14. UPDATES AND UPGRADES:** Contractor grants to the Eligible User a non-exclusive, non-transferable license to use upgrades and updates provided by Contractor during the Contract Period. Upgrades and updates are subject to the terms of this Contract.
- 15. BUG FIXING AND REMOTE DIAGNOSTICS:** Bug fixes will be handled as detailed in NASPO ValuePoint Master Agreement MSA Section 6 and SLA Sections 6-8.
- 16. TECHNICAL SUPPORT AND MAINTENANCE:** Technical support and maintenance will be performed as detailed in NASPO ValuePoint Master Agreement SLA Sections 2 and 8.
- 17. RESERVED**
- 18. ELECTRONIC DELIVERY:** Contractor may electronically deliver any Good or Custom Deliverable to the Eligible User or provide any Good and Custom Deliverable for download from the Internet, if pre-approved in writing by the Eligible User. Contractor shall ensure the confidentiality of electronic deliveries in transit. Contractor warrants that shall make commercially reasonable efforts to ensure that all electronic deliveries will be free of known malware, bugs, Trojan horses, etc.
- 19. RESERVED**
- 20. SECURE PROTECTION AND HANDLING OF STATE DATA:** If Contractor is given access to State Data, the protection of State Data shall be an integral part of the business activities of Contractor, and Contractor shall ensure that there is no inappropriate or unauthorized use of State Data. Contractor shall safeguard the confidentiality, integrity, and availability of the State Data and comply with the conditions outlined below. The Eligible User reserves the right to verify Contractor's adherence to the following conditions to ensure they are met and such verification may be met by Contractor's Audit Reports or in accordance with DPE Section 8:
- a. **Network Security:** Contractor shall maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third-party penetration testing. Contractor shall maintain network security and ensure that Contractor network security policies conform to one of the following:
 - 1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy*;
 - 2) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: <https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final> or comparable FedRAMP or StateRAMP standards; or
 - 3) Any generally recognized comparable standard that Contractor then applies to its own network and pre-approved by the Eligible User in writing, e.g., ISO 27001, ISO 21018 and Security Exhibit.
 - b. **State Data Security:** Contractor shall protect and maintain the security of State Data with a security program that conforms to the Security Exhibit. The Contractor shall not materially decrease the protections provided by the controls set forth in the Security Exhibit and Audit Reports. Upon the State's request, Contractor shall provide a copy of the current Audit Reports. State Data shall only be used to provide the Services, to prevent or address service or technical problems, to verify Improvements, in accordance with the Agreement and the Documentation, or per the State's instructions. Personal Data will only be processed in accordance with the DPE. The Eligible User reserves the right to determine if Contractor's level of protection meets the Eligible User's security requirements before executing a Contract, or in accordance with DPE Section 8 after Contract execution.
 - c. **State Data Transmission:** Contractor shall ensure all transmission or exchange of State Data over public networks, shall take place via secure means (ex. HTTPS or FTPS).
 - d. **State Data Storage:** All State Data will be stored and maintained in data centers in the United States. Except for the exception process detailed in the US Access Policy (attached for reference as "Exhibit A"), no State Data will be processed on or transferred to any portable or laptop computing device or portable storage medium by Workday, except for devices that are used and kept only at Contractor's United States data centers, unless such medium is part of the Contractor's designated backup and recovery process.
 - e. **Access:** Contractor shall permit its employees and Subcontractors to remotely access State Data only as required to provide the Services, to prevent or address service or technical problems, verify Improvements, in accordance with the Agreement and the Documentation, or the State's instructions.
 - f. **State Data Encryption:** Contractor shall store State Data, as well as any backups made of that State Data, in encrypted form using no less than 128 bit key length and include all data as part of a designated backup and recovery process.
 - g. **Password Protection:** Any portable or laptop computer that has access to the Eligible User's or State of Utah networks, or stores any Eligible User data shall be equipped with strong and secure password protection.

- h. **Confidential Information Certification:** Reserved
- i. **State Data Re-Use:** All State Data shall be used expressly and solely for the purpose enumerated in this Contract, applicable Service descriptions, and executed Statements of Work. State Data shall only be used to provide the Services, to prevent or address service or technical problems, to verify Service improvements, in accordance with the Agreement and the Documentation, or per the State's instructions. No State Data of any kind may be transmitted, exchanged, or provided to other contractors or third parties except on a case-by-case basis as specifically agreed to in writing by the Eligible User except as necessary for the delivery of Workday's Service.
- j. **State Data Destruction:** Destruction of Data at the expiration or termination of the contract shall be as specified in NASPO ValuePoint Master Agreement AR2507 MSA Section 9.4.
- k. **Services Shall Be Performed Within United States:** ALL OF THE SERVICES RELATED TO STATE DATA SHALL BE PERFORMED WITHIN THE BORDERS AND JURISDICTION OF THE UNITED STATES AS DETAILED IN Exhibit A.
- l. **User Support:** Contractor may provide technical user support as detailed in Exhibit A.

21. SECURITY INCIDENT OR DATA BREACH NOTIFICATION: Contractor shall inform the Eligible User of any Security Incident

- a. **Incident Response:** Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Security Incidents with the Eligible User will be handled as described in NASPO ValuePoint Master Agreement AR2507 MSA Section 5.1 .
- b. **Security Incident Reporting Requirements:** Contractor shall promptly report a Security Incident to the Eligible User.
- c. **Breach Reporting Requirements:** As required by Utah Code 13-44-202 or any other law, Contractor shall notify the Eligible User of a Data Breach that affects the security of State Data within 72 hours.

22. DATA BREACH RESPONSIBILITIES: Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification (*DTS Policy 5000-0002 Enterprise Information Security Policy*). In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al) caused by Contractor's breach of its security or privacy obligations under this Contract, Contractor shall: (a) reasonably cooperate with the Eligible User by sharing information relevant to the Data Breach; (b) promptly implement a corrective action plan, if necessary; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. Unless prohibited by Law or prohibited or otherwise made impracticable by circumstances surrounding the Data Breach, if the Data Breach requires public notification, all communication shall be coordinated with the Eligible User. Contractor shall be responsible for costs and damages of a Data Breach as provided for in NASPO ValuePoint Master Agreement AR2507 MSA Section 5.3 .

23. STATE INFORMATION TECHNOLOGY POLICIES: If Contractor is providing an Executive Branch Agency of the State of Utah with Goods or Custom Deliverables, Contractor shall comply with policies and procedures that meet or exceed those DTS follows for internally developed goods and deliverables to minimize security risk, ensure applicable Utah and Federal laws are followed, address issues with accessibility and mobile device access, and prevent outages and data breaches within the State of Utah's environment. Contractor shall comply with the following DTS Policies:

- a. **DTS Policy 4000-0001, Enterprise Application and Database Deployment Policy:** A Contractor developing software for the State to develop and establish proper controls that will ensure a clear separation of duties between developing and deploying applications and databases to minimize security risk; to meet due diligence requirements pursuant to applicable Utah and federal regulations; to enforce contractual obligations; and to protect the State's electronic information and information technology assets.
- b. **DTS policy 4000-0002, Enterprise Password Standards Policy:** A Contractor developing software for the State must ensure it complies with the password requirements of the Enterprise Password Standards Policy.
- c. **DTS Policy 4000-0003, Software Development Life Cycle Policy:** A Contractor developing software for the State shall work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance.
- d. **DTS Policy 4000-0004, Change Management Policy:** Goods or Custom Deliverables furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify DTS's or the State of Utah's infrastructure must be reviewed by the DTS Change Management Committee. Any outages or Data Breaches which are a result of Contractor's failure to comply with DTS instructions and policies will result in Contractor's liability for all damages resulting from or associated with the outage or Data Breach.

24. CONFIDENTIALITY: This section does not apply to records where disclosure is regulated under Federal or State laws.

GRAMA applies only to records, therefore if information (other than Non-Public Data, Public Health Information, or State Data) is disclosed orally by either party which either party wishes to remain confidential, then each party shall adhere to the following:

Each party will: (a) limit disclosure of any such information to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this Contract relates, and only for that purpose; (b) advise its Authorized Persons of the proprietary nature of the information and of the obligations set forth in this Contract and require such Authorized Persons to keep the information confidential; (c) shall keep all information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information;

and (d) not disclose any such information received by it to any third parties, except as otherwise agreed to in writing by the disclosing party. Each party will notify the other of any misuse or misappropriation of such information that comes to said party's attention.

This duty of confidentiality shall be ongoing and survive the Contract Period.

25. Reserved

26. OWNERSHIP IN INTELLECTUAL PROPERTY: The Parties recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name, logo, or intellectual property owned or licensed by the other. The Parties shall not, without the prior written consent of the other or as authorized in this Contract, use the name, logo, or intellectual property owned or licensed by the other.

27. RESERVED

28. LICENSE FOR SERVICE: The license grant to the state shall be as described in NASPO ValuePoint Master Agreement AR2507 MSA Section 1

29. OWNERSHIP, PROTECTION, AND USE OF RECORDS: The Eligible User shall own exclusive title to all State Data, generated reports (excluding report templates), and conclusions reached by the Eligible User in performance of this Contract. Contractor may not use, except in meeting its obligations under this Contract or to improve its products or services or develop new products or services, State Data in performance of this Contract without the express written consent of the Eligible User.

30. OWNERSHIP, PROTECTION, AND USE OF DATA: The Eligible User shall own and retain unlimited rights to use, disclose, or duplicate all State Data. Contractor, and any Subcontractors under its control, expressly agrees to protect State Data as per the Security Exhibit and not to transfer, exchange, or use it without prior written permission from the Eligible User, except to support or to improve its products or services or develop new products or services.

31. OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, UTAH, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES: As more fully described in the Confidentiality Section of NASPO ValuePoint Master Agreement AR2507, in the event that the Eligible User provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, Contractor shall hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Contract or to improve its products or services or develop new products or services. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Contract, unless prior written consent has been obtained in advance from the Eligible User.

32. OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION: Handling of State Data upon termination shall be as described in NASPO ValuePoint Master Agreement AR2507 MSA Section 9

33. ORDERING AND INVOICING: For State of Utah Executive Branch Agencies, a purchase order must be sent to the Contractor by DTS prior to any work being initiated, product shipped, or invoices cut under this contract. All orders will be shipped promptly in accordance with the delivery schedule. Contractor will promptly submit invoices (within 30 days after shipment or delivery of goods or services, with the exclusion of end of fiscal year invoicing for Executive Branch Agencies) to the appropriate Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to an order under this Contract. The prices paid by the Eligible User shall not exceed prices listed in this Contract. The Eligible User shall adjust or return any invoice reflecting incorrect pricing. For Executive Branch Agencies, Contractor must send all invoices no later than July 10, or the last working day prior, to the State for all work completed or items received during the State's fiscal year of July 1-June 30.

34. PAYMENT AND NOTICE:

- a. Payments will be made within thirty (30) days from the date a correct invoice is received. For Executive Branch Agencies, a correct invoice will contain the contract and purchase order numbers as indicated in Section 33. After sixty (60) days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to the interest rate paid by the IRS on refund claims, plus two percent, computed in accordance with Section 15-6-3, Utah Prompt Payment Act of Utah Code, as amended.
- b. The contract costs may be changed only by written amendment. All payments to Contractor will be remitted by mail, by electronic funds transfer, or by the Eligible User's purchasing card (major credit card). The Division will not pay electronic payment fees of any kind.
- c. Any written protest of the final contract payment must be filed with the Eligible User within ten (10) working days of receipt of final payment. If no protest is received, the Eligible User, the Division, and the State of Utah are released from all claims and all liability to Contractor for fees and costs pursuant to this Contract.
- d. Overpayment: If during or subsequent to the Contract an audit determines that payments were incorrectly reported or paid by the Eligible User to Contractor, then Contractor shall, upon written request, immediately refund to the Eligible User any such overpayments.

35. CONTRACTOR'S INSURANCE RESPONSIBILITY: The Contractor shall maintain the following insurance coverage as described in NASPO ValuePoint Master Agreement AR2507 Section 16.:

36. RESERVED

37. ASSIGNMENT/SUBCONTRACT: Assignments and Subcontracts shall be as described in NASPO ValuePoint Master Agreement AR2507 Section 5

38. TERMINATION: Termination shall be as described in NASPO ValuePoint Master Agreement AR2507 Section 7 and MSA Section 9.

39. TERMINATION UPON DEFAULT: Termination upon default shall be handled as described in NASPO ValuePoint Master Agreement AR2507 Section 7.

40. RESERVED

41. DEFAULT AND REMEDIES: Defaults and Remedies shall be governed by NASPO ValuePoint Master Agreement AR2507 Section 10.

42. FORCE MAJEURE: Force Majeure shall be as described in NASPO ValuePoint Master Agreement AR2507 Section 12.

43. CONFLICT OF TERMS: Order of precedence shall be handled as described in NASPO ValuePoint Master Agreement AR2507 Section 1

44. SURVIVORSHIP: The contractual provisions that will remain in effect after expiration or termination of this Contract are: (a) Contract Jurisdiction, Choice of Law, and Venue; (b) Secure Protection and Handling of State Data; (c) Data Breach Responsibilities; (d) Ownership in Custom Deliverables; (e) Ownership, Protection, and Use of Records, including Residuals of such records; and (f) Ownership, Protection, and Use of Confidential Federal, Utah, or Local Government Internal Business Processes, including residuals of such confidential business processes; (g) Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; (h) Confidentiality; (i) Conflict of Terms; and (j) any other terms that by their nature would survive the expiration, completion, or termination of this contract.

45. RELEVANT STATE AND FEDERAL LAWS

- a. **Conflict of Interest with State Employees:** Contractor shall comply and cooperate in good faith with all conflict of interest and ethic laws, including Section 63G-6a-2404, Utah Procurement Code, as amended.
- b. **Procurement Ethics:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization .
- c. **Contact Information:** Per Utah Law, the State shall make Contractor's contact information available to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may post information regarding Contractor's job vacancies on its website.
- d. **Employment Practices:** Contractor shall abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the work place. Contractor shall abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Contractor's employees.
- e. **Compliance with Accessibility Standards:** Contractor's Service Documentation includes Accessibility in Workday Applications document, which summarizes the Service's compliance with the regulations promulgated under Section 508 of the U.S. Rehabilitation Act and is updated on a periodic basis to reflect updates in the Service. The Service is accessed via the Internet and the Eligible User is responsible for providing any adaptive technology needed by Authorized Users to utilize the Internet.

46. RIGHT TO MONITOR PERFORMANCE AND AUDIT: Audit rights shall be as described in NASPO ValuePoint Master Agreement AR2507 Section 25 and DPE Section 8, or as detailed in the Audit Program Order Form if signed.

47. RESERVED

48. STANDARD OF CARE: For Services of Contractor which require licenses and certifications, such Services shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract.

49. LARGE VOLUME DISCOUNT PRICING: Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

50. ELIGIBLE USER PARTICIPATION: Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions and prices of this Contract.

- 51. INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
- 52. QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
- 53. ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
- 54. REPORTS AND FEES:**
- a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be **1% (one percent)** and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
 - b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.
 - c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31
 - d. **Fee Payment:** After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
- 55. Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.
- 56. ANTI-BOYCOTT ISRAEL:** In accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

(Revision Date: 11 August 2022)



Exhibit A

Agreement Number-Confidential

US ACCESS POLICY

This US Access Policy (“**US Access Policy**”) is part of the Master Subscription Agreement (the “**Agreement**”) and forms part of Customer’s instructions to Workday for processing Customer Data as part of the Service, (including any Delivery Assurance or Lifecycle Deployment Program activities, if applicable). There is no fee for participating in this US Access Policy. This US Access Policy reflects Customer’s requirement to restrict certain data processing activities to within the US. This US Access Policy, the Agreement, and the Existing Data Processing Terms are Customer’s instructions to Workday for the processing of Customer Data.

1. Definitions and Interpretation

All capitalized terms not defined herein shall have the meaning set forth in the Agreement and any Data Protection Agreement, Data Processing Terms or any Data Processing Exhibit (“**Existing Data Processing Terms**”) between the parties.

The terms of this US Access Policy shall prevail over the Agreement and other Existing Data Processing Terms to the extent such terms conflict.

2. Workday Obligations

Once Customer activates the US Access Policy in accordance with Clause 3 below and subject to Clause 4 below, Workday agrees that only Workday personnel located in the US (“**US Support Personnel**”) will be enabled to log into Customer’s Tenant for the covered Service SKUs.

3. Activation and Term

This US Access Policy will only be activated once Customer has both completed a customer care case and has executed this US Access Policy. Once activated, the US Access Policy will remain in force and effect until terminated in accordance with Clause 9 below.

4. Exceptions

Workday will continue to access the underlying network and infrastructure of the Service from outside of the United States. For the avoidance of doubt, such access does not require access to Customer’s Tenant, but is necessary for deploying software and maintaining, monitoring and delivering the Service. Workday will continue to deploy automation from locations outside of the US.

Workday’s global support staff, including Workday personnel located outside of the U.S., may have access to any information Customer submits to Workday outside of the Service (e.g. the information Customer enters into tickets generated during support and customer care cases).

This US Access Policy does not apply to certain Service SKU’s and may not apply to future Workday products. The Order Form for any such future products will expressly specify if the US Access Policy applies.

5. Scope of the US Access Policy

The US Access Policy only applies to the following Service SKUs when Customer Data is housed in a US Data Center. For clarity, SKUs not listed below and features that are delivered under separate terms and conditions (such as Innovation Services) are not subject to the US Access Policy even if designed to integrate with the SKUs below.

- | | |
|---|----------------------------|
| 1. Human Capital Management (for LDP customers, Advanced Compensation Management, Benefits, Succession Planning and Absence Planning are also included) | 7. Inventory |
| 2. Cloud Connect for Benefits | 8. Workday Prism Analytics |
| 3. Cloud Connect for Third Party Payroll | 9. Procurement |
| 4. Core Financials (for LDP customers, Revenue Management is also included) | 10. Recruiting |
| 5. Expenses | 11. Projects |
| 6. Grants Management | 12. Project Billing |
| | 13. Student |
| | 14. Time Tracking |
| | 15. Time Tracking Hub |
| | 16. Workday Payroll |



6. Customer Obligations

By entering into this US Access Policy, Customer agrees it is responsible for communicating this US Access Policy to its Affiliates and any Authorized Parties who need to know the content or context of this US Access Policy. Customer represents that it is headquartered within the United States, has entered into the Agreement with Workday Inc., and that Customer's Tenant is in a Workday US data center.

7. Service Performance

Workday's commitments to Service Availability, Service Response and Disaster Recovery will remain unchanged if Customer participates in this US Access Policy. Customer acknowledges and agrees that if Customer participates in this US Access Policy after Workday has already assigned non-US Support Personnel to a Customer Delivery Assurance or Lifecycle Deployment Program project, then the project timelines and cost may increase. Workday's US Support Center covers US work hours (5am - 7pm PT). Only US Support will be utilized when Tenant access is required. Should a Severity level 1 or Severity Level 2 issue require support outside of US support hours, escalation procedures will be invoked, but case resolution may be affected. Should a Severity Level 1 or Severity Level 2 issue require support outside of US support hours, Customer may request suspension of the US Access Policy in accordance with Section 8 below.

8. Suspension of US Access Policy

Customer's Named Support Contacts may request that non-US Support Personnel access Customer's Tenant by providing written instructions in a support case or customer care case. In the event of such a request, the US Access Policy will be suspended until Workday is otherwise instructed by Customer's Named Support Contact. For the avoidance of doubt, Customer is not entitled to any refund or credit for any suspension of its participation in the US Access Policy.

9. Termination


Customer may terminate this US Access Policy at any time by providing Workday with thirty (30) days' written notice pursuant to the notice terms of the Agreement. This US Access Policy will automatically terminate upon termination of the Agreement. For the avoidance of doubt, termination of this US Access Policy shall not terminate the Master Subscription Agreement.

IN WITNESS WHEREOF, this US Access Policy shall become legally binding between Customer and Workday when fully executed by the parties.

Exact Other Party Name

Workday, Inc.

Signature


Kinnari Desai (Nov 3, 2022 18:01 PDT)
Signature

Name

Kinnari Desai
Name

Title

VP, Finance
Title

Date Signed

Nov 3, 2022
Date Signed