

**UVA Innovation Hub at Charlottesville Middle School
Operating Agreement
between
The Rector and Visitors of the University of Virginia
and
Charlottesville City Schools**

This Operating Agreement (“Agreement”), effective as of 5 November 2024 (“Effective Date”) is between The Rector and Visitors of the University of Virginia with an address of Office of Sponsored Programs, 1001 N. Emmet St., Charlottesville, VA 22903 (“UVA”), and Charlottesville City Schools with a business address of 1562 Dairy Road, Charlottesville, VA 22903 (“CCS”). Each of UVA and CCS may be referenced herein as a “Party” or collectively as the “Parties.”

Article I. Purpose

This Agreement outlines the duties and responsibilities of the Parties for the operation of the UVA Innovation Hub Lab School at Charlottesville Middle School (“Lab School”). The purpose of the Lab School is to enhance educational outcomes through innovative practices aligned with the Parties’ missions.

Outcomes

- Foster educational innovation and excellence by providing a dynamic learning environment that integrates research-based teaching methodologies through interdisciplinary projects.
- Enhance student engagement and academic achievement through personally meaningful learning experiences that build upon learners’ prior knowledge, interests, and experiences.
- Facilitate professional development opportunities for educators to enhance their instructional skills and embrace innovative, interdisciplinary teaching practices.
- Promote community engagement and collaboration by involving stakeholders in designing, implementing, and evaluating educational initiatives.
- Drive research and dissemination of best practices in education through scholarly inquiry and collaboration between UVA and CCS.
- Establish a model for effective partnership between higher education institutions and K-12 school districts to advance educational excellence and equity.

Article II. Governing Board

Pursuant to the agreement (“Board Agreement”) between UVA and the Virginia Board of Education (the “Board”) and in accordance with Virginia Code §22.1-349.1 et seq., UVA shall establish a governing board that shall have the duties identified in the Board Agreement.

Article III. Duties and Responsibilities

UVA shall employ all Lab School personnel including the director, lab manager, innovation specialists, and graduate researcher; purchase and manage Lab School-related materials and technology including providing 32 Dell Mobile Precision Workstation 3490 laptops and certain software licenses and oversee the Innovation Academy Fellowship program. The Lab School Director shall have the responsibilities as outlined below.

A. Lab School Director Responsibilities

- i. Manage day-to-day operations and implement the Lab School's programs and initiatives.
- ii. Support curriculum development and educational innovation in collaboration with UVA and CCS educators.
- iii. Conduct performance evaluations of the Lab School staff, including feedback and professional growth opportunities with support from an Oversight Committee
- iv. Facilitate stakeholder engagement, including feedback from students, parents, and community members.
- v. Report to the Governing Board on operational progress and challenges.
- vi. Managing Lab School hiring and staff.
- vii. Monitor budget to ensure requirements of the Board Agreement are met.
- viii. Ensure Lab School adheres to all applicable state and federal educational regulations including but not limited to meeting standards set forth for accreditation, curriculum frameworks, student assessment requirements, and teacher qualifications.
- ix. Ensure Lab School complies with all state and federal laws governing the education of students with disabilities.
- x. Ensure Lab School meets all applicable health and safety regulations including building safety standards, comprehensive emergency preparedness plans, and health protocols to safeguard the well-being of students and staff.
- xi. Ensure Lab School meets all the requirements for conducting research in compliance with ethical standards, including review by an Institutional Review Board (IRB) and adherence to guidelines for research involving human subjects.

B. UVA Responsibilities

1. UVA will undertake the following responsibilities through its School of Education and Human Development
 - i. Recruit, supervise, develop, and manage salary and benefit awards for lab school-related employees.
 - ii. Provide ongoing professional development (PD) support for CCS teachers in the form of the Curriculum Design Accelerator and the Innovation Academy Fellowship.
 - iii. Provide curriculum development support for the lab school.
 - iv. Periodically review and adapt the curriculum in response to changes in educational standards, technological advancements, and feedback from stakeholders.
 - v. Establish and manage partnerships toward the development, implementation, and sustainability of the lab school.
 - vi. Allocate funds for, and oversee the procurement of, essential CS/Science equipment for the lab school. Additionally, manage regular maintenance, repairs, and potential upgrades to ensure that all equipment remains functional and up-to-date.

- vii. Work with the Equity Center to manage lab school volunteers and other potential community partnerships.
 - viii. Recruit and supervise Master of Teaching candidates in internships and undergraduate teacher candidates in practicum experiences in the lab school.
 - ix. Provide staffing for the summer Starr Hill CS Pathway.
 - x. Facilitate family/student focus group sessions and lab school advisory council.
 - xi. Provide regular updates to the lab school Governing Board related to PD, research results, Lab School staff performance, and any other lab school-related items.
 - xii. Coordinate all UVA-related research efforts in the lab school.
 - xiii. Research and disseminate the impact and effectiveness of the lab school on student and teacher outcomes.
 - xiv. Work with CCS to promote the lab school's initiatives, achievements, and success stories through various media outlets and academic platforms.
 - xv. Annual review and update Agreement with CCS under the guidance of the lab school Governing Board.
2. UVA will undertake the following responsibilities through its Equity Center
 - i. Recruit community partners to support lab school efforts by providing volunteers to be mentors, guest speakers, and activity leaders, as well as providing opportunities like field trips, hackathons, and externships.
 - ii. Maintain and support the CS Pathway through Starr Hill Pathways.
 - iii. Provide substitute teachers during the school year to support PD opportunities for teachers.
 - iv. Regularly review and update Agreement with CCS under the guidance of the lab school Governing Board.
 3. UVA shall not permit any of its employees, agents, volunteers, or guests to have direct contact with CSS students on school property during regular school hours or during school-sponsored activities if such individual has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offence involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude.
- C. CCS Shall undertake to perform the following responsibilities.
- i. Provide a safe and well-maintained space for the UVA Innovation Hub in Charlottesville Middle School (CMS).
 - ii. Collaborate with UVA Innovation Hub staff to integrate Virginia Standards of Learning into the curriculum.
 - iii. Facilitate interdisciplinary collaboration between UVA Innovation Hub programs and core curriculum subjects.
 - iv. Provide onboarding including orientation sessions for new staff, training on all relevant systems, and ongoing support including opportunities tailored to the evolving needs of the lab school, regular check ins, collaboration opportunities with other educators and stakeholders for the UVA Innovation Hub Lab Manager and Innovation Specialists at CMS.

- v. Provide regular updates to the lab school Governing Board related to student outcomes, Lab Manager and Innovation Specialists' performance and any other lab school-related items.
- vi. Ensure that the student information system reflects time scheduled in the UVA Innovation Hub for all students as outlined in the lab school application.
- vii. Support internships for UVA School of Education and Human Development (EHD) Master of Teaching candidates and practicum experiences for UVA EHD undergraduate teacher candidates.
- viii. Provide a process for onboarding lab school volunteers.
- xi. Work with UVA EHD to promote the lab school's initiatives, achievements, and success stories through various media outlets and academic platforms.
- x. Incorporate research consent and release forms into processes for collecting signatures on forms from parents/guardians
- xi. Recruit educators to participate in the Innovation Academy Fellowship.
- xii. Recruit families and students to participate in the lab school Family/Student advisory council.
- xiii. Modify out-of-district application process to support lottery system required by §22.1-349.3 of the Code of Virginia.
- xiv. Charlottesville City Schools (CCS) shall be responsible for providing employees of the UVA/CCS Lab School with CCS-issued devices. These devices will include necessary access to the CCS network and CCS email accounts.

Article IV. Quarterly Meetings

Designated representatives of the Parties shall meet on the first day of the first month of each quarter to review progress, address challenges, and adapt strategies as necessary. If the first day of the first month falls on a weekend or holiday, then the Parties shall meet on the first working day thereafter.

Article V. Dispute Resolution and Governing Law

Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by negotiations between the Parties. If the Parties fail to reach an agreement, either Party may elect to submit the claim for nonbinding mediation. If mediation is unsuccessful, any dispute shall be resolved by a court of competent jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to conflict of laws principles.

Article VI. Confidentiality and Data Sharing

A. Confidentiality

1. As used herein, a Party disclosing Confidential Information is referred to as the "Disclosing Party" and a Party receiving such Confidential Information is referred to as the "Receiving Party."
2. As used herein, "Confidential Information" includes, but is not limited to, proprietary devices, inventions, processes, compilations of information, records, specifications, information concerning customers or vendors, information relating to a Party's patents,

systems, formulas, processes, manufacturing procedures, manuals, confidential reports, customers, business opportunities and prospective business opportunities, costing and pricing procedures, marketing and business strategies, the equipment and methods used by a Party or its customers, and the amounts paid by such customers for a Party's products and any other confidential information disclosed or made available by the Disclosing Party to the Receiving Party during the term of this Agreement, regardless of whether such information or materials are specifically designated as confidential.

3. The Receiving Party agrees to safeguard the confidentiality of the Confidential Information using at least the same degree of care it exercises in protecting its own confidential information, but in no event less than reasonable care and it further shall not use any such Confidential Information for any purpose except for performing its obligations under this Agreement. The Receiving Party further agrees to disclose the Confidential Information only to its employees with a need to know such information for the purposes contemplated by this Agreement and shall inform such employees of its obligations under this Agreement. The Receiving Party shall allow its employees to reproduce the Confidential Information only to the extent necessary to affect the purposes of this Agreement, with all such reproductions being considered Confidential Information.
4. The obligations of confidentiality set forth in this Agreement shall not apply to the extent that the Receiving Party can demonstrate that any Confidential Information:
 - (a) has been published or is otherwise generally known at the time of disclosure;
 - (b) becomes published or otherwise generally known after disclosure, other than in violation of this Agreement;
 - (c) was in the possession of the Receiving Party at the time of disclosure and was not acquired directly or indirectly from the Disclosing Party;
 - (d) was received after the time of disclosure from a third party who did not require such Confidential Information to be held in confidence and who, to the best of University's knowledge, did not acquire such Confidential Information directly or indirectly from the Disclosing Party under an obligation or confidence;
 - (e) was developed independently by the Receiving Party without the aid or benefit of the Disclosing Party's Proprietary Information; or
 - (f) is required by law, regulation, subpoena or government or judicial order to be disclosed.
5. The Receiving Party agrees that the Disclosing Party is and shall remain the exclusive owner of the Confidential Information and all patent, copyright, trademark, trade secret, and other intellectual property rights in such Confidential Information. No option, license, or conveyance of such rights to the Receiving Party is granted or implied under

this Agreement. If any such rights are to be granted to Receiving Party, such grant shall be expressly set forth in a separate written instrument.

6. Upon termination of this Agreement, or at any time at the request of the Disclosing Party, Receiving Party shall return to the Disclosing Party all originals and/or copies of documents, materials, and other tangible manifestations of Confidential Information in the possession or control of Receiving Party. Notwithstanding the foregoing, each party is permitted to keep an archival copy of the Confidential Information for compliance purposes and shall not be required to destroy any electronic files created during automatic system back-up.
7. The obligations of confidentiality contained herein shall survive termination of this Agreement for a period of three (3) years. Nothing in this section shall prevent the publication of results pursuant to Article X of this Agreement.

B. Data Sharing

1. As used herein, "Data" shall mean information generated in the course of meeting the outcomes for the Lab School.
2. Student Data generated at and collected by the Lab School shall comply with applicable laws including the Family Education Records Privacy Act ("FERPA"). Any personally identifiable information related to any CCS student shall remain under the direct control of CCS and shall not be accessible to any UVA employee, agent, volunteer, or guest except to the extent permitted by applicable law.
3. Human subjects Data collection shall conform to the requirements of the UVA's Institutional Review Board ("IRB").
4. No Data shall be collected unless an Informed Consent Form ("ICF") has been signed allowing for the specific Data to be collected.
5. Data shall only be shared with a third party if the ICF permits such sharing and only if the third party with which the data is to be shared enters into a Data Use Agreement identifying the specific purpose for which the data is sought.
6. Data generated at and collected by the Lab School shall be owned by UVA and CCS.

Article VII. Intellectual Property

1. It is recognized and understood that certain existing inventions and technologies are the separate property of UVA or CCS respectively and are not affected by this Agreement, and neither Party shall have any claims to or rights in such separate inventions and technologies. Inventorship of new inventions, developments, and discoveries arising out of the Lab School (hereinafter "Invention") shall be determined in accordance with United States patent law or mutual agreement if the Invention is not patentable. All Inventions will

be promptly disclosed in writing to the noninventing Party on a confidential basis. Ownership of Inventions shall be determined in accordance with Sections 3 and 4 below.

2. The Parties agree that any Invention that is developed solely by CCS employees (“CSS Inventions”) belongs to CCS.
3. Title to any Inventions other than CCS Inventions (“Other Inventions”) invented solely by UVA personnel shall reside with UVA. Inventions which are invented jointly by UVA and CCS personnel shall be owned jointly by the Parties.
4. UVA shall have the right to use all data it generates in the Lab School for internal, noncommercial research, and education, except as prohibited by law.

Article VIII. Term and Termination

1. This Agreement is effective upon the date of the last signature hereto (“Effective Date”) and shall remain in effect until 19 May 2029 unless otherwise extended or terminated as provided in this Agreement.
2. This Agreement may be terminated:
 - i. By either Party with or without cause upon not less than ninety (90) days’ written notice to the other Party;
 - ii. By either Party immediately upon written notice upon failure of a Party to cure a material breach of this Agreement within thirty (30) days after a written demand for performance; or
 - iii. By UVA immediately upon notice to CCS in the event that any approval required by the IRB, or any federal or state agency is terminated, expired, withdrawn, or suspended.
3. In the event of termination of this Agreement a Party shall be entitled to payment for any expenses incurred in accordance with the terms of this Agreement through the date of termination.
4. Upon termination of this Agreement, the Parties shall work in good faith to develop a transition plan to ensure the smooth transition of responsibilities and to ensure assets, if any, are appropriately transferred. The title to any equipment UVA provides to CCS for use in the Lab School shall remain with UVA.

Article IX. Amendments

No waiver, alteration or modification of the provisions in this Agreement shall be binding unless in writing and mutually agreed upon. In particular, the provisions of this Agreement shall not be varied, modified or amended by any subsequent purchase order, invoice, statement of terms and conditions or other procurement document. Any modifications or additions to this Agreement must be negotiated and approved through UVA’s **Office of Sponsored Programs, P.O. Box 400195, Charlottesville, Va. 22904-4195** (phone: 434-924-4270; fax: 434-982-3096) and

Charlottesville City Schools Division Administration Office, 1562 Dairy Road, Charlottesville, VA 22903. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

Article X. Publication

UVA may publish or present the results of innovative educational practices engaged in through the Lab School (the "Results") provided that such publication or presentation does not disclose Confidential Information. UVA will submit all proposed publications to CSS prior to submission to an outside party (30 days prior for manuscripts and 15 days for abstracts, posters, and oral presentations). UVA will delete references to CSS's Confidential Information in any paper or presentation, or at CSS's reasonable request, delay such Publication for up to 45 days in order to permit CSS to obtain appropriate intellectual property protection on any Confidential Information contained in the Publication. For purposes of this paragraph on publication, the results of innovative educational practices shall not be considered Confidential Information.

Article XI. Use of Name

Each Party agrees it will not use the name of the other Party or its employees in any advertising or publicity material or make any form of representation or statement in relation to the services conducted under the terms of this Agreement which would constitute an express or implied endorsement by one Party of any commercial product or service of the other Party, and that it will not authorize others to do so, without first having obtained written permission from the Party whose name is to be used.

Article XII. Insurance

Each party shall be acting as independent contractors in the performance of this work, and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of this work for which they may be held liable under applicable law. To the extent third party claims are made against University for Sponsor's use or misuse of any data received from University, Sponsor shall indemnify University against such claims. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of University or the Commonwealth of Virginia or of Charlottesville City Schools.

Article XIII. Indemnification

CCS will defend, indemnify and hold harmless UVA, its employees, officers, directors, agents, institutional review board and Board of Visitors (collectively, the "Indemnitees") from and against any and all losses, claims, demands, damages, liabilities, judgments and costs incurred (including for attorneys' fees) by an Indemnitee that in whole or in part result from or arise in connection with (a) any breach by CCS of its obligations hereunder, (b) any negligent act, error or omission of the CCS in the performance of its obligations under this Agreement, (c) any

alleged infringement of third-party intellectual property rights relating to any product, process or service made, used or sold by CCS.

It is understood UVA, as an agency of the Commonwealth of Virginia, is and will be acting as an independent contractor in the performance of this Agreement and shall be responsible, to the extent found liable by a court of competent jurisdiction for the payment of those claims for loss, personal injury, property damage or otherwise arising out of any wrongful acts or omissions of its employees or agents in connection with the performance of work under this Agreement. Nothing contained in this Agreement shall constitute a waiver, express or implied, of any sovereign immunity of the Commonwealth of Virginia.

Article XIV. Warranties

THE SERVICES UNDERTAKEN UNDER THIS AGREEMENT ARE EXPERIMENTAL IN NATURE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS AND EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICES. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT USE OF ANY DELIVERABLES OR INTELLECTUAL PROPERTY WILL NOT INFRINGE ANY THIRD-PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD-PARTY RIGHTS. NEITHER PARTY MAKES ANY REPRESENTATION AS TO THE USEFULNESS OF THE DELIVERABLES OR INTELLECTUAL PROPERTY. IF EITHER PARTY CHOOSES TO EXPLOIT DELIVERABLES OR INTELLECTUAL PROPERTY IN ANY MANNER WHATSOEVER, SUCH PARTY DOES SO AT ITS OWN RISK.

Article XV. Force Majeure

Neither Party will be liable for any failure to perform as required by this Agreement if the failure to perform is caused by circumstances reasonably beyond its control, such as labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, thefts, or other such occurrences.

Article XVI. Severability

Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

Article XVII. Order of Precedence

In the event of any inconsistency between the terms of this Agreement and any documents attached hereto or incorporated herein, the terms of this Agreement will prevail.

Article XVIII. Headings and Titles

All titles and article headings contained in this Agreement are inserted only as a matter of convenience and reference. They do not define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

Article XIX. Lost Profits

EXCEPT FOR LIABILITY ARISING UNDER INDEMNIFICATION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL, INDIRECT, LOST PROFITS, LOST REVENUE, LOST OPPORTUNITY OR CONSEQUENTIAL LOSS, DAMAGE OR EXPENSE ARISING FROM OR IN RELATION TO THIS AGREEMENT, THE PROTOCOL OR THE STUDY DRUG, WHETHER IN WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE. THIS LIMITATION SHALL APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Article XX. Assignment

Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assigned by University or Sponsor without the prior written consent of the other.

Article XXI. Waiver

No failure or successive failures on the part of either party to enforce any covenant or agreement, and no waiver or successive waivers of any condition of this Agreement, shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of either party to enforce the same in the event of any subsequent breach or breaches. No failure on the part of either party to this Agreement to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right.

Article XXII. Survival

The rights and obligations of ARTICLES VI, VII, VIII subsection 3 and 4, X, XI, XII, XIII, XIV, XVII, and XIX shall survive and continue after any expiration or termination of this Agreement. CCS agrees to comply, and do all things necessary for UVA to comply, with all applicable Federal, State and local laws, regulations and ordinances, insofar as they relate to the Lab School.

Article XXIII. Entire Agreement

This Agreement, together with any attachments hereto and any amendment or modification that may hereafter be agreed to by the parties in accordance with Article IX, constitute the entire

understanding between the parties with respect to the subject-matter hereof and supersede any and all prior understandings and agreements, oral or written, relating hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**The Rector and Visitors of the
University of Virginia:**

Signed by:
Signature: 
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Name: Mia Abernathy

Title: Lead Negotiator

Date: 11/7/2024

Charlottesville City Schools:

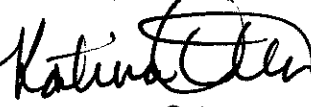
Signature: 
Name: Katina Otey
Title: Chief Academic Officer
Date: 1/8/2025

EXHIBIT A EQUIPMENT

UVA will provide the following equipment to the Lab School, which equipment shall be returned to UVA upon expiration or termination of the Agreement.

- **Laptops:** 32 Dell Mobile Precision Workstation 3490 laptops
- **Laptop Cart:** 1

UVA will provide the following equipment to the Lab School, which shall remain with CCS upon expiration or termination of the Agreement.

- **Physical Computing Devices: number to be determined**

UVA will provide the following upgrades to CCS for the Lab School upgrade, which upgrades will become fixtures and shall remain with CCS upon expiration or termination of this Agreement.

Sound Board for 4 science classrooms

Tech updates including modern tools to foster interactive and innovative learning for 4 science classrooms

White boards including more accessible and user-friendly models for 4 science classrooms

Safety hoods for 2 classrooms

Lab furniture including ergonomic designs to complement the innovative classroom setting for 4 science classrooms.

Exhibit B

Budget Terms

The Virginia Board of Education has approved UVA Innovation Hub at Charlottesville Middle School to receive funding from the Lab School Fund in the amount of \$1,502,500.00 for start-up expenses and \$3,748,308.00 for operations, to be disbursed over the first four (4) years of the five (5) year contract.

The operating budget shall be as follows.

Certificate Of Completion

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Status: Completed

Subject: SIGNATURE REQUIRED: Agreement OTH00000288

Source Envelope:

Document Pages: 14

Signatures: 1

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OSP RUVAPBH DocuSign

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Signer Events

Mia Abernathy

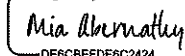
ffk9nk@virginia.edu

Lead Contract Negotiator

Security Level: Email, Account Authentication (None)

Signature

Signed by:



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Signature Adoption: Pre-selected Style

Using IP Address: 155.186.133.16

Timestamp

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Viewed: 11/7/2024 10:41:28 AM

Signed: 11/7/2024 10:43:36 AM

Electronic Record and Signature Disclosure:

Accepted: 11/7/2024 10:41:28 AM

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

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Intermediary Delivery Events

Status

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Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

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Notary Events

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Timestamps

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11/7/2024 8:52:23 AM

Certified Delivered

Security Checked

11/7/2024 10:41:28 AM

Signing Complete

Security Checked

11/7/2024 10:43:36 AM

Completed

Security Checked

11/7/2024 10:43:36 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, University of Virginia – Sponsored Programs (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact University of Virginia – Sponsored Programs:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: OSPNOA@virginia.edu

To advise University of Virginia – Sponsored Programs of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at OSPNOA@virginia.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from University of Virginia – Sponsored Programs

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to OSPNOA@virginia.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with University of Virginia – Sponsored Programs

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to OSPNOA@virginia.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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