

**AMENDMENT #04**

Letter of Understanding between Fort Hays State University, a Participating Institution of the Kansas Board of Regents; Steelcase Inc., and Scott Rice Office Works.

This is an Amendment to the subject Letter of Understanding, which commenced on September 29, 2014, subject to the rights of all parties to terminate as provided in the Agreement. This Amendment shall become effective as of the date of the latter of the parties to sign this Amendment.

The parties hereby agree as follows:

- I. Attachment #1 – Discounts is hereby deleted in its entirety and replaced with Amendment #04 – Revised Attachment 1: Discounts , which is attached hereto and incorporated herein by reference
- II. Attachment #1.2 – Rebate is hereby deleted in its entirety and replaced with Amendment #04 – Revised Attachment 1: Rebate , which is attached hereto and incorporated herein by reference

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

Please acknowledge your acceptance of this Amendment #04 by having an authorized representative of your company sign the space provided below.

**FORT HAYS STATE UNIVERSITY**

By: Wesley D. Wintch

Printed: Wesley D. Wintch

Title: VP for Administration and Finance

Date: 06/17/2024

**STEELCASE INC.**

By: Megan E. Maguire

Printed: Megan Maguire

Title: Manager, Pricing & Contracts

Date: 6/25/2024

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 12/19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

Approved as to Form  
6-13-24 JBB

**Revised  
ATTACHMENT 1  
DISCOUNTS**

The price for Products purchased under this Agreement shall be those prices shown in the applicable Price List in effect at the time the purchase order is placed, less the minimum discounts on the items listed below. Any Product list-price adjustment shall be effective upon a thirty (30) day written notification given to Fort Hays State University.

The price for Partner Products purchased under this Agreement shall be the current Price List in effect at the time the purchase order is placed, less the minimum discounts on identified Partner Products listed below.

Deliveries from Dealer to Fort Hays State University shall be FOB, Fort Hays State University's Designated Location. Exceptions include Alaska and Hawaii, where additional freight charges apply and will be quoted upon request. For deliveries in Alaska, a service charge equal to five percent (5%) of list price shall be assessed to Fort Hays State University for Orders up to \$200,000 list price. The service charge for Orders above \$200,000 list price shall be negotiated.

Steelcase Products	Price List / Order Size (in USD) Discounts off List		
	Drop Ship		
	\$1 - \$150,000 List	\$150,001 - \$300,000 List	\$300,001 list and above
Hosu Lounge Seating	47.50%	47.50%	Negotiate
Lagunitas	47.50%	47.50%	Negotiate
Potrero415	51.00%	51.00%	Negotiate
Flow	41.00%	41.50%	Negotiate
Motif	41.00%	41.50%	Negotiate
Sans	41.00%	41.50%	Negotiate
453 Criterion	62.00%	63.00%	Negotiate
462 Leap	61.13%	61.13%	Negotiate
466 Reply	57.18%	58.00%	Negotiate
472 Max-Stacker	60.00%	62.00%	Negotiate
473 Max Stack II	60.00%	62.00%	Negotiate
475 Player	60.50%	60.50%	Negotiate
487 Cachet Seating	54.50%	58.00%	Negotiate
490 Move	54.50%	58.00%	Negotiate
Adjustable Tables - Airtouch	62.00%	62.00%	Negotiate
Agree Table	53.66%	53.66%	Negotiate
Akira Tables	52.00%	52.00%	Negotiate
Alight	57.00%	57.50%	Negotiate
Amia	57.18%	58.00%	Negotiate
Answer	63.50%	66.50%	Negotiate
Answer Beam	63.50%	66.50%	Negotiate
Answer Fence	63.50%	66.50%	Negotiate
Answer Freestanding Desking	63.03%	63.03%	Negotiate
Architectural Modular Power	54.00%	55.00%	Negotiate
Avenir	63.50%	66.50%	Negotiate
B Free - Furniture	48.00%	48.00%	Negotiate
B Free - Seating	48.00%	48.00%	Negotiate
Bassline	57.00%	57.50%	Negotiate
Bivi	57.00%	57.50%	Negotiate
Bottomline Task Light	54.50%	56.00%	Negotiate
Brody Lounge Seating	45.62%	45.62%	Negotiate
Buoy	57.00%	57.50%	Negotiate
c:scape	51.23%	52.00%	Negotiate
Campfire	57.00%	57.50%	Negotiate
Clipper	57.00%	57.50%	Negotiate

**Steelcase Products**
**Price List / Order Size (in USD)  
Discounts off List**

	<u>Drop Ship</u>		
	\$1 - \$150,000 List	\$150,001 - \$300,000 List	\$300,001 list and above
cobi	54.50%	58.00%	Negotiate
Crew Guest Seating	57.00%	57.50%	Negotiate
Crew Seating	57.00%	57.50%	Negotiate
Divisio Screens	51.23%	52.00%	Negotiate
Duo Storage For Answer	63.50%	66.50%	Negotiate
Elbrook	53.96%	53.96%	Negotiate
Everwall	51.84%	51.84%	Negotiate
Flex	55.00%	57.00%	Negotiate
Flex Active Frames	55.00%	57.00%	Negotiate
Flex Had	55.00%	57.00%	Negotiate
FrameOne	53.70%	53.70%	Negotiate
Gesture	56.48%	56.48%	Negotiate
Groupwork	57.00%	58.00%	Negotiate
High Density Storage	63.25%	64.46%	Negotiate
i2i	54.00%	56.00%	Negotiate
Jacket	57.00%	57.50%	Negotiate
Jenny	57.00%	57.50%	Negotiate
Kart Seating	52.00%	52.00%	Negotiate
Kick	63.50%	66.50%	Negotiate
LED Linear	51.23%	51.50%	Negotiate
LED Shelf Light	54.50%	56.00%	Negotiate
Lite Scale	50.00%	51.00%	Negotiate
Max Stacker III	60.00%	62.00%	Negotiate
media:scape	45.00%	46.00%	Negotiate
Migration SE Bench	53.50%	56.25%	Negotiate
Migration SE Desk	54.61%	56.26%	Negotiate
Montage	62.00%	63.00%	Negotiate
Node	55.10%	55.10%	Negotiate
Wiesner Hager Nooi	49.70%	50.00%	Negotiate
Ocular Tables	42.07%	42.99%	Negotiate
Ology Bench	51.95%	52.50%	Negotiate
Ology Desk	51.95%	52.50%	Negotiate
Pathways Power & Communication	62.00%	63.00%	Negotiate
Premium Whiteboard	52.76%	52.76%	Negotiate
Privacy Walls	50.00%	51.00%	Negotiate
Qivi	53.00%	55.00%	Negotiate
Qt Pro	54.00%	55.00%	Negotiate
Sarto Privacy Modesty Screen	53.61%	55.00%	Negotiate
Scoop Stool	57.00%	57.50%	Negotiate
Series 9000	63.50%	66.50%	Negotiate
Shortcut	57.00%	57.50%	Negotiate
SILQ Seating	52.74%	53.25%	Negotiate
Simple Seating	57.00%	57.50%	Negotiate
Simple Tables	57.00%	57.50%	Negotiate
Soffio Screen	53.05%	53.35%	Negotiate
Standard Lighting	64.50%	65.25%	Negotiate
Steelcase Karman	56.71%	57.01%	Negotiate
Steelcase Series 1	58.64%	58.64%	Negotiate
Steelcase Series 2	57.00%	58.00%	Negotiate
Tenor	54.60%	54.60%	Negotiate
Think - Task	57.18%	58.00%	Negotiate

**Steelcase Products**
**Price List / Order Size (in USD)  
Discounts off List**

	Drop Ship		
	\$1 - \$150,000 List	\$150,001 - \$300,000 List	\$300,001 list and above
Thread Floor Power System	44.00%	44.00%	Negotiate
Tour	57.00%	57.50%	Negotiate
TS Bins & Shelves	62.00%	62.50%	Negotiate
TS Fixed Pedestals	62.00%	62.50%	Negotiate
TS Laterals	62.38%	63.38%	Negotiate
TS Lockers	62.38%	63.57%	Negotiate
TS Mobile Pedestals	62.00%	62.50%	Negotiate
TS Tower Too	62.00%	62.50%	Negotiate
TS Underworksurface Latera	62.00%	62.50%	Negotiate
TS Worksurfaces	63.50%	66.50%	Negotiate
Umami	47.00%	48.00%	Negotiate
Low Profile Floor	54.00%	55.00%	Negotiate
Universal Bookcases	63.50%	66.50%	Negotiate
Universal Combination Cabinets	63.50%	66.50%	Negotiate
Universal Hard Surface Screen	53.61%	53.61%	Negotiate
Universal ITC/OTC Bins/Shelves	63.50%	66.50%	Negotiate
Universal Lateral Files	63.50%	66.50%	Negotiate
Universal Pedestals	63.50%	66.50%	Negotiate
Universal Privacy Screens	53.61%	54.00%	Negotiate
Universal Storage Cabinets	63.50%	66.50%	Negotiate
Universal System Worksurface-Wood	63.50%	66.50%	Negotiate
Universal Towers	63.50%	66.50%	Negotiate
Universal Wardrobe Cabinets	63.50%	66.50%	Negotiate
Universal Lockers	63.25%	63.25%	Negotiate
Universal Storage Accessories	63.50%	66.50%	Negotiate
Universal System Worksurfaces	63.50%	66.50%	Negotiate
Universal Tables	63.50%	66.50%	Negotiate
Uno	57.00%	57.50%	Negotiate
V.I.A.	51.00%	51.00%	Negotiate
Verb	55.00%	57.00%	Negotiate
Work Tents	53.35%	53.35%	Negotiate
Work Valet	54.27%	55.79%	Negotiate
Aspekt Series	47.00%	48.50%	Negotiate
Steelcase Caseload Accessories	47.00%	47.00%	Negotiate
Convey	47.00%	47.50%	Negotiate
Cura Seating	47.00%	48.50%	Negotiate
Embold	47.00%	47.00%	Negotiate
Empath Recliner Seating	47.00%	48.50%	Negotiate
Exchange Tables	47.00%	49.00%	Negotiate
Folio	47.00%	49.00%	Negotiate
Leela	47.00%	48.50%	Negotiate
Mineral Recliner Seating	47.00%	48.50%	Negotiate
Mitra Recliner & Sleeper	47.00%	48.50%	Negotiate
Mitra Series	47.00%	48.50%	Negotiate
Mobile Overbed Tables	47.00%	47.00%	Negotiate
Neighbor Seating	47.00%	48.50%	Negotiate
Outlook Jarrah	47.00%	48.50%	Negotiate
Outlook Sequoia	47.00%	48.50%	Negotiate
Park	47.00%	49.00%	Negotiate
Pocket	47.00%	48.50%	Negotiate
Radia	44.97%	45.55%	Negotiate

Steelcase Products	Price List / Order Size (in USD)		
	Discounts off List		
	Drop Ship		
	\$1 - \$150,000 List	\$150,001 - \$300,000 List	\$300,001 list and above
Regard	47.00%	49.00%	Negotiate
Relay Arm	47.00%	47.00%	Negotiate
Senza	47.00%	49.00%	Negotiate
Sieste Seating	47.00%	48.50%	Negotiate
Sieste Sleeper	47.00%	48.50%	Negotiate
Sieste Tables	47.00%	48.50%	Negotiate
Sorrel Series	47.00%	48.50%	Negotiate
Surround	47.00%	48.00%	Negotiate
Sync	47.00%	49.00%	Negotiate
Tava	47.00%	48.50%	Negotiate
Verge Stool	47.00%	48.50%	Negotiate
X-Tenz	47.00%	48.50%	Negotiate
Studio B	35.90%	35.90%	Negotiate
Studio	35.90%	35.90%	Negotiate
Viccarbe Copa	40.85%	40.85%	Negotiate
Currency	57.00%	58.00%	Negotiate
Elective Elements	57.93%	58.00%	Negotiate
Elective Elements - Parametric	57.93%	58.54%	Negotiate
Mackinac	55.00%	55.18%	Negotiate
Siento Seating	53.59%	53.59%	Negotiate
Verlay	54.57%	54.88%	Negotiate
CF Series Intro	52.30%	52.30%	Negotiate
Flex Mobile Power	51.22%	51.22%	Negotiate
Powerstrip Intro	51.22%	52.13%	Negotiate
<b>West Elm Products (other than Exceptions below)</b>	50.50%	50.61%	Negotiate
<b>Viccarbe Products (other than Exceptions below)</b>	40.85%	40.85%	Negotiate
<b>Orangebox Pods Products (other than Exceptions below)</b>	44.25%	45.00%	Negotiate
<b>Orangebox Products (other than Exceptions below)</b>	45.00%	46.00%	Negotiate
<b>Collaborative Surfaces Products (other than Exceptions below)</b>	44.21%	44.21%	Negotiate
<b>Steelcase Wood Products (other than Exceptions below)</b>	53.00%	53.00%	Negotiate
<b>Steelcase Worktools Products (other than Exceptions below)</b>	52.30%	52.30%	Negotiate
<b>Steelcase Health Products (other than Exceptions below)</b>	47.00%	47.50%	Negotiate
<b>Coalesse Products (other than Exceptions below)</b>	51.00%	51.00%	Negotiate

Partner Products	Price List / Order Size (in USD) Discounts off Partner MSRP		
	Drop Ship		
	\$1 - \$150,000 Partner MSRP	\$150,001 - \$300,000 Partner MSRP	\$300,001 Partner MSRP and above
Bolia	10.98%	10.98%	Negotiate
Extremis	24.39%	24.39%	Negotiate
FLOS Lighting	14.63%	14.63%	Negotiate
Kwickscreen	8.54%	8.54%	Negotiate
Mattiazzi	46.34%	46.34%	Negotiate
Moooi	9.76%	10.37%	Negotiate
Moooi Carpets	9.76%	10.37%	Negotiate
Tom Dixon	15.85%	15.85%	Negotiate

### EXCEPTIONS

- All Price Lists: New Products.
- Coalesse Price Lists: Arzu, Nanimarquina Collection.

### OTHER

- Terms and conditions for the delivery and installation of architectural products will be negotiated on a project-by-project basis.
- Pricing for service parts will be quoted upon request.
- Orders from more than one Price List may be combined for the purpose of defining Order Size (e.g. Steelcase Steel, Steelcase Wood, and Steelcase Worktools.)
- Customized or otherwise non-standard Products may receive the pricing listed above. In such cases where the pricing differs, list price duration and applicable discounts for such Products will be determined on a project-by-project basis.
- Pricing above is representative of deliveries to commercial sites only. Residential deliveries may be subject to separate terms and conditions (including price) and will be determined on a project-by-project basis.

**PARTNER PRODUCTS** - A general term which includes third party products sold in accordance with this Agreement. Partner Products include: FLOS Lighting, Bolia, Extremis, Moooi, Tom Dixon, Mattiazzi, Kwickscreen.

Notwithstanding anything to the contrary, Product list-price adjustments for Partner Products will be made in conjunction with the price adjustments of Partner Products' manufacturers and are not subject to written notification to Fort Hays State University. The product selection evolves over time; availability is confirmed upon request at time of order. Any intellectual property related to Partner Products sold under this Agreement will be owned and retained by the manufacturer of such Products. Orders for Partner Products are not subject to change or cancellation without charge once the Order has been received. Steelcase will pass along any warranty with respect to Partner Products.

**Revised  
ATTACHMENT 1.2  
REBATE**

In the event that Fort Hays State University meet the USD \$750,000 Purchase Price commitment within any Rebate Year, Steelcase agrees to provide to Fort Hays State University a percentage rebate to be applied to the Purchase Price Volume, as follows:

<b>TOTAL PURCHASE PRICE VOLUME OF STEELCASE PRODUCTS</b>	<b>REBATE %--TO BE APPLIED TO PURCHASE PRICE VOLUME OF STEELCASE PRODUCTS</b>
USD \$0 – 750,000	0.0%
USD \$750,000 – 1,500,000	1.0 %
USD 1,500,001 -3,000,000	2.0 %
USD 3,000,001- 4,500,000	2.5 %
USD 4,500,001 and over	3.0 %

1. Scope

All amounts to determine rebate eligibility will be calculated based on the Participating Institutions’ total Purchase Price volume of purchases (invoice amount) of eligible Steelcase Products shipped within the United States under this Agreement during a specific 12-month period (the “Rebate Year”). The Purchase Price is the discounted List Price (excluding any taxes and/or surcharges). Any purchase volume “Competitively Bid” as opposed to “Negotiated” will not be included in the total purchase volume for rebate purposes, nor will it be eligible for rebate. The applicable percentage rebate shall be applied to the Purchase Price Volume of Steelcase Products.

2. Steelcase Products

For purposes of this rebate, “Steelcase Products” shall be defined as Steelcase brand Products (Note: Wood, Worktools, Health, etc. are included in “Steelcase brand” products), Coalesse brand Products, West Elm brand Products, Orangebox brand Products, Partner Products. All other products are excluded from the rebate.

3. Rebate Year

For purposes of this rebate, the initial Rebate Year shall begin as of the effective date of the Letter of Understanding. Each successive Rebate Year shall begin on each annual anniversary of the effective date.

4. Rebate Determination

FORT HAYS STATE UNIVERSITY’s purchases shall qualify for inclusion in the rebate program as of the date of shipment from a Steelcase plant. FORT HAYS STATE UNIVERSITY’s purchases will be evaluated for rebate determination after all applicable shipments during the Rebate Year have been invoiced by Dealer and payment has been received.

5. Rebate Notification and Payment

Steelcase agrees to notify FORT HAYS STATE UNIVERSITY within thirty (30) days of its determination as to whether FORT HAYS STATE UNIVERSITY’s purchases have qualified for a rebate under this provision (“Rebate Notification”). Rebates shall be payable by Steelcase to FORT HAYS STATE UNIVERSITY via Automated Clearing House (ACH) within thirty (30) days of the Rebate Notification. In order for payment to be issued, FORT HAYS STATE UNIVERSITY must submit the following to Steelcase: (i) For payments in USD: a completed W9 form, for payments in CAD: a completed W-8BEN-E form; (ii) FORT HAYS STATE UNIVERSITY’s ACH routing information on FORT HAYS STATE UNIVERSITY’s letterhead (including the following: bank name and address, ACH routing number, bank account number and a valid email address for the remittance payment notification); and (iii) FORT HAYS STATE UNIVERSITY’s phone number, fax number, contact name, contact e-mail address, and contact’s phone number. In the event such information is not provided by FORT HAYS STATE UNIVERSITY prior to Rebate Notification Steelcase will be unable to issue any Rebate Payment due.

## CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 12/19), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof.

- 1. Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require Fort Hays State University or any of its affiliates ("University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under the contract for which it has not been paid. The University will pay contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement under this provision, title to any such equipment shall revert to contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Kansas Law and Venue:** All matters arising out of or related to this agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the State of Kansas.
- 5. Required Non-Discrimination Provision:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. Contractor specifically agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University. The provisions of this paragraph (except the provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the University cumulatively total \$5,000 or less during the fiscal year.

**Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability.**



6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The University shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.
11. **Information/Confidentiality:** As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but the University here reiterates that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any disclosure of University's student educational records.
15. **Boycotts of Israel Prohibited:** Kansas 2018 HB 2482 generally prohibits the University from entering into a contract with a company to acquire or dispose of services, supplies, information technology or construction, unless such company submits a written certification that such company is not currently engaged in a boycott of Israel. For the purposes of this Section, "company" means an organization, association, corporation, partnership, venture or other entity, its subsidiary or affiliate, that exists for profitmaking purposes or to otherwise secure economic advantage. Accordingly, by executing this contract, Contractor hereby certifies that it is not currently engaged in a boycott of Israel.
16. **Harassment Policy:** Fort Hays State University prohibits sexual harassment, discrimination, and retaliation. The University's applicable policies on sexual harassment, discrimination, and retaliation are available at <https://fhsu.edu/policies/documents/harassment-policy/index.pdf> and include the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint. Contractor and its employees, officials, agents, or subcontractors shall at all times comply with the University's policies on sexual harassment, discrimination, and retaliation.