

**Request for Proposal
Video Animations
Creative Agency/Artist Search**

Background:

Americares is a health-focused relief and development organization that saves lives and improves health for people affected by poverty or disaster. Each year, Americares reaches 85 countries on average, including the United States, with life-changing health programs, medicine, medical supplies and emergency aid. Americares is one of the world's leading nonprofit providers of donated medicine and medical supplies.

Americares carries out health programs in over 20 countries, including Colombia, El Salvador, Haiti, India, Liberia, Malawi, the Philippines, Tanzania and the United States, including Puerto Rico. Since its founding in 1979, Americares has provided more than \$20 billion in aid to 164 countries.

Proposal Purpose:

Americares is seeking creative agencies and/or artists to animate a cohesive suite of four (4) videos, all with the same animation style.

The purpose of this RFP is to obtain proposals from creative agencies/artists to create these four animated videos. The videos will highlight 1) Americares "at a glance" – an overall, top-level overview of Americares as an organization and its core brand differentiators/key messaging; and 2) Americares three main programmatic areas of focus: health services, medicine security and emergency programs (one video for each program).

Health Services

Americares delivers and supports quality health services at Americares-run clinics and partners with local health centers to address the unique health needs of their communities, focusing on the root causes of illness and disease.

Medicine Security

To improve health outcomes for patients and communities, Americares increases accessibility, availability, affordability and acceptability of medicine and supplies for partner health providers. In a medicine secure community, every clinic, health worker and patient has reliable, equitable access to medicines and medical supplies.

Emergency Programs

Americares responds to more than 30 natural disasters and humanitarian crises worldwide each year, establishes long-term recovery projects and brings preparedness programs to communities vulnerable to disasters. Americares relief workers are among the first to respond to emergencies, helping to restore health services for survivors.

Scope of Services and Deliverables:

The main deliverables are four (4) animated videos and source files (After Effects files). The videos will be approximately 3 minutes long and will be animated to a scripted voiceover. Americares will provide video scripts to guide graphic and design choices.

The videos should stand alone on their own but should use the same animation style. The style should fit within Americares overall visual identity, as these are top-level videos showcasing the Americares brand and programmatic work. Americares will provide visual ID style guide – including guidance on the organization's brand colors/color palette, fonts and existing logo suite. Our creative partner on these videos should create new design elements to help bring the voiceover to life.

Americares creative partner will also provide guidance on sound and/or music inclusion. The cost of any licensing will be incremental to artist/agency fees.

When an agency/artist is selected, Americares Marketing and Communications team members will make themselves available for a discussion of ideas and approaches. When drafts are delivered, Americares will provide feedback and ask for any revisions.

Submission of Proposals:

RFP Point of Contact and Timeline

Please direct all questions and submit all materials to:

Karly Kolaja, senior marketing manager
kkolaja@americares.org
203-658-9626

and

Jeff Kennel, director of multimedia
jkennel@americares.org
203-658-9603

email address
phone number

6/24/2022- RFP request posted publicly
7/8/2022 - Agencies/artists confirm participation
7/27/2022 - Proposals due by 5 p.m. EST
8/1/2022 – 8/8/2022 - Presentations by finalists
8/11/2022 - Decision made and agency/artist selection notification

Please note that proposals do not include fully produced, animated work. Instead, agencies/artists should present proposed budget, examples of previous original animated videos and [storyboards of Americares four videos].

STANDARD COMMERCIAL CONTRACT TERMS & CONDITIONS

A. PERFORMANCE EQUALS ACCEPTANCE

The terms and conditions herein become the exclusive and binding agreement (the “Contract”) between **Americares** and Contractor (“Contractor”) covering the purchase of the products and/or services described in the applicable Purchase Order(s) when these terms and conditions are accepted by written acknowledgment, Contractor’s signature of Purchase Order(s), and/or commencement of performance by either party.

B. PAYMENT TERMS

Payment terms for this Contract are as specified on the applicable Purchase Order(s). Payment of invoices shall be made within 30 days from receipt; inspection and acceptance of all delivered items pending receipt by **Americares** of a final invoice from the Contractor along with confirmation of acceptance by an appropriately authorized individual (see Inspection and Acceptance above). In order to make any payment, **Americares** must have the payee’s current W9, W8 or other tax form(s) as required by local law, as well as all banking information needed to effect payment. Americares will make all payments electronically using the banking information on file with Americares.

C. WARRANTY

Contractor represents and warrants to **Americares** that:

- i. it is duly organized, validly existing and in good standing in the jurisdiction of its

incorporation/organization/formation;

- ii. it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Contract, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Contract;
- iii. it has the full right, power and authority to enter into this Contract, to grant the rights and licenses granted under this Contract and to perform its obligations under this Contract;
- iv. the execution of this Contract by its representative whose signature is set forth on the applicable Purchase Order(s) has been duly authorized by all necessary corporate action of the Contractor;
- v. the execution, delivery and performance of this Contract by Contractor will not violate, conflict with, require consent under or result in any breach or default under: any of Contractor's organizational documents; or any applicable law;
- vi. when executed and delivered by each of **Americares** and Contractor, this Contract will constitute the legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms;
- vii. it is in compliance with all laws applicable to this Contract;
- viii. it shall perform the services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Contract;
- ix. the work will not infringe or misappropriate any copyright, patent, trade secret, trademark, or other proprietary right held by any third party, and;
- x. all items delivered hereunder will be merchantable and fit for use for the particular purpose described in this Contract.

D. DELAYS

Contractor shall promptly notify **Americares** in writing of any factor, occurrence, condition or event that may adversely affect or delay proper and timely completion of the work and/or the ability of the Contractor to perform its obligations specified herein. The Contractor acknowledges that time is of the essence with respect to the work. The Contractor shall be liable for default for any material failure to perform in accordance with the terms of this Contract unless such non-performance is caused by an occurrence beyond the Contractor's reasonable control and without the Contractor's fault or negligence, including acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

E. INSPECTION AND ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this Contract. Acceptance of goods/deliverables is understood to take place upon signature of a goods received note by an authorized **Americares** employee, upon written email confirmation sent by an authorized **Americares** employee, or 30 days after delivery of goods/deliverables to an authorized **Americares** employee. **Americares** reserves the right to inspect or test any supplies or services that have been tendered for acceptance. **Americares** may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in Contract price. If repair/replacement or reperformance will not correct the defects or is not possible, **Americares** may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services.

F. TITLE AND RISK OF LOSS

Title and risk of loss or damage to the good(s)/product(s) provided under this Contract shall remain with the Contractor until **Americares** or its designee, consignee, or agent receives delivery of and accepts the product(s) at the destination specified in the Contract. Contractor shall be liable to **Americares** for the full actual loss, damage or injury to the good(s)/product(s) occurring while in the custody, possession or control of the Contractor, or resulting from Contractor's actions or inactions. **Americares** shall submit to the Contractor a written claim for loss, damage or injury to any good(s)/product(s) within 30 days after delivery to the destination specified in the Contract. Title and risk of loss or damage shall pass to **Americares** only upon

Americares final acceptance of the good(s)/product(s) regardless of when or where **Americares** takes physical possession.

G. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

From time to time during the Term, either Party ("Disclosing Party") may disclose or make available to the other Party ("Receiving Party") information about its business, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure:

- i. is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this clause by Receiving Party or any of its representatives;
- ii. is or becomes available to Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information;
- iii. was known by or in the possession of Receiving Party or its representatives prior to being disclosed by or on behalf of Disclosing Party;
- iv. was or is independently developed by Receiving Party without reference to or use of, in whole or in part, any of Disclosing Party's Confidential Information; or
- i. is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.

Receiving Party shall:

- i. protect and safeguard the confidentiality of Disclosing Party's Confidential Information with at least the same degree of care as Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- ii. not use Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and
- iii. not disclose any such Confidential Information to any person or entity, except to Receiving Party's representatives who need to know the Confidential Information to assist Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Contract.

Receiving Party shall be responsible for any breach of this clause caused by any of its representatives. At any time during or after the term of this Agreement, at the Disclosing Party's written request, Receiving Party and its Representatives shall promptly return to Disclosing Party all copies, whether in written, electronic or other form or media, of Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to Disclosing Party that such Confidential Information has been destroyed. Disclosing Party may seek equitable relief (including injunctive relief) against Receiving Party and its representatives to prevent the breach or threatened breach of this clause and to secure its enforcement, in addition to all other remedies available at law.

H. WORK PRODUCT/INTELLECTUAL PROPERTY

"Work Product" shall consist of all deliverables and other data, information, designs, know-how, software, inventions, and other material and intellectual property in all media and forms now known or hereafter developed or prepared in the course of, or resulting from, the performance of this Contract and modifications to the Contract. By accepting this Contract, the Contractor acknowledges that:

- i. **Americares**, or such party as **Americares** may designate, shall retain all title to and all rights in any Work Product provided under this Contract;
- ii. Work Product shall be the sole and exclusive royalty-free property of **Americares**, or any party that

Americares designates, and shall be deemed to be a “work made for hire” in the course of performance hereunder. This shall include intellectual property not first developed in the course of, or resulting from, the performance of this Contract, but which is incorporated in any deliverable provided by the Contractor to **Americares** hereunder;

iii. If title to any Work Product may not, by operation of law, vest in **Americares**, all title to and rights and interest therein are hereby irrevocably assigned by the Contractor to **Americares**, or such party as **Americares** may designate;

iv. The Contractor agrees to take all such other actions as may be reasonably requested by **Americares** to carry into effect the provisions of this Work Product/intellectual property requirement, including, without limitation, the execution of assignments, copyright registrations, and patent applications.

The Contractor further represents and warrants that the Work Product delivered to **Americares** does not infringe the rights of any other party and the Contractor is the sole proprietor of the Work Product with full power and authority to enter into this Contract.

I. RELATIONSHIP

It is understood and agreed that the Contractor is furnishing the goods and/or services under this Contract as an independent entity, and nothing contained in this Contract will create any association, partnership, joint venture, employer-employee or agent-principal relationship. The relationship established by this Contract shall be solely between **Americares** and the Contractor; with the Contractor retaining full and complete liability for the actions or inactions of any subcontractors or agents. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

I. SUBCONTRACTORS

Contractor may not subcontract any part of the Contract without the prior written consent of **Americares**. Prior to the commencement of any work by any Subcontractor, Contractor shall enter into a written agreement with such Subcontractor that binds the Subcontractor to terms that are at least as protective of the rights and information of **Americares** under this Contract. Contractor's engagement of a Subcontractor does not relieve Contractor of its obligations under this Contract. Contractor shall remain fully responsible for the performance of each Subcontractor and its employees and for their compliance with all of the terms and conditions of this Contract as if they were Contractor's own employees. Nothing contained in this Contract creates any contractual relationship between **Americares** and any Subcontractor.

J. ASSIGNMENT OF RIGHTS

Contractor may not assign its rights or responsibilities under this Contract without the prior written consent of **Americares**.

K. TERMINATION FOR CONVENIENCE

Americares reserves the right to terminate this Contract, or any part thereof, for its sole convenience via issuance of written notice to the Contractor. Upon receipt of such notice the Contractor shall, unless the notice directs otherwise, stop all work hereunder and cause any and all of its suppliers and Subcontractors to cease work as soon as possible no more than 5 business days from receipt of notice from **Americares**. In the event that the Contract is terminated for convenience, **Americares** shall pay the Contractor for those costs incurred in direct relation to the work being performed, at the rate(s) agreed to in the Contract, up to the date of termination less the amount of any payments made to Contractor prior to the date of the termination. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided, nor for any orders for materials or supplies placed after written notice of termination was issued by **Americares**. The Contractor shall not be entitled to any claim or claim of lien against **Americares** for any additional compensation or damages in the event of such termination and payment. Termination of this Contract will not constitute a waiver of any of the terminating Party's rights or remedies under this Agreement,

at law, in equity or otherwise.

L. TERMINATION FOR CAUSE/BREACH OF CONTRACT

Americares reserves the right to terminate this Contract, or any part thereof, for cause in the event that:

- i. The Contractor defaults, fails to perform, fails to comply with any of the contract terms and conditions, or prevents any other party to the Contract from being able to perform its obligations;
- ii. The Contractor becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
- iii. The Contractor files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; or
- iv. The Contractor is in breach of, or threatens to breach, any representation, warranty or covenant of Contractor under this Contract and either the breach cannot be cured or, if the breach can be cured, it is not cured by Contractor within a commercially reasonable period of time under the circumstances, in no case exceeding ten business days following Contractor's receipt of notice of such breach.

Any termination under this section is effective on Contractor's receipt of Americares' notice of termination or any later date set out in the notice. Upon receipt of such notice the Contractor shall, unless the notice directs otherwise, immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. In the event that the Contract is terminated for cause, **Americares** shall not be liable to pay the Contractor any amount for supplies or services that had not yet been accepted by **Americares** at the time written notice was issued. In addition, **Americares** may seek damages adequate to cover economic losses resulting from the breach of contract and the Contractor shall be liable to Americares for any and all rights and remedies provided by law. If it is determined that the Contract was improperly terminated for default, such termination shall be deemed a termination for convenience. Termination of this Contract will not constitute a waiver of any of the terminating Party's rights or remedies under this Contract, at law, in equity or otherwise.

I. INDEMNIFICATION

Subject to the terms and conditions of this Contract, the Contractor ("Indemnifying Party") shall indemnify, defend and hold harmless **Americares** and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification

under this Contract and the cost of pursuing any insurance providers, incurred by Indemnified Party/awarded against Indemnified Party (collectively, "Losses"), relating to/arising out of or resulting from any Claim of a third party alleging:

- i. Breach or non-fulfillment of any representation, warranty or covenant or any under/representation or misrepresentation of any warranty set forth in this Contract by Indemnifying Party or Indemnifying Party's personnel; or
- ii. Any negligent or culpable act or omission of Indemnifying Party or its personnel, including any recklessness or willful misconduct in connection with the performance of its obligations under this Contract; or
- iii. Any bodily injury, death of any person or damage to real or tangible personal property caused by the negligent acts or omissions of Indemnifying Party or its personnel; or
- iv. Any failure by Indemnifying Party or its personnel to comply with applicable laws.

J. INSURANCE

In addition to any other insurance coverage required by Law, the Contractor shall, at all times during the period of performance of this Contract, carry and maintain adequate insurance to cover any and all claims,

losses or damages arising from activities conducted for the purposes of this Contract and at Americares request, provide Americares with certificates establishing proof of such insurance.

K. FURTHER ASSURANCES

On **Americares** reasonable request, Contractor shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Contract.

L. LICENSES & PERMITS

Contractor shall, at its own expense, maintain all certifications, credentials, licenses and/or permits necessary to conduct its business relating to this Contract. Contractor shall also ensure that its employees, Subcontractors, and equipment are properly licensed and permitted as required by all jurisdictions where work is conducted in fulfillment of this Contract.

M. RIGHT TO AUDIT

At any time during the term of this agreement upon advance written notice, Contractor shall allow **Americares**, its management, its auditors and/or its regulators, to inspect, examine, test and audit (each, an "Audit") Contractor's and its subcontractors' operations, procedures and business records that are relevant to the services provided hereunder by Contractor.

N. ELIGIBILITY TO RECEIVE FUNDING OR PAYMENT FROM **Americares**

By signing this Contract the Contractor certifies that neither it, nor any of its principals:

- i. are presently debarred, suspended, proposed for debarment, or otherwise declared ineligible for the award of contracts by any applicable authority or institution; including but not limited to the US Federal Government; and
- ii. have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;

Americares shall not be responsible for any costs incurred in connection with the work of any Contractor or subcontractor that cannot certify all of the above or that falsely certifies the above.

o. EXECUTIVE ORDER ON TERRORISM FINANCING

p. S. laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with those Executive Orders and Laws by ensuring that any and all potential subcontractors are checked against the applicable watch lists to verify that they are not associated with any terrorist organizations prior to issuing any subcontract. This provision must be included in any lower-tiered contracting instruments issued under this Contract.

u. TRAFFICKING IN PERSONS/ PROHIBITED LABOR

Americares has a zero tolerance policy regarding all forms of trafficking in persons, including but not limited to: forced labor, sex trafficking, bonded labor, debt bondage among migrant laborers, involuntary domestic servitude, forced or indentured child labor, and child soldiers. If the Contractor or their employees is found to have violated this provision, **Americares** is authorized to terminate all active contracts without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112– 239, enacted January 2, 2013).

v. ANTI-BRIBERY/ KICKBACK /LOBBYING CERTIFICATION

By signing this Contract the Contractor hereby certifies that the Contractor or any agents thereof:

- i. have not and will not pay, offer to pay, or authorize the payment directly or indirectly of any monies or things of value to any government official or employee, or to any political party or candidate for political office for the purpose of influencing any act or decision of such official or of the Government and that Contractor or any agents thereof, are not and will not become an official or employee of the Government during the term of this Contract;
- ii. have not and will not solicit or attempt to solicit any additional personal compensation, credit, gift, gratuity, or thing of value directly or indirectly, from any **Americares** employee in order to obtain or retain business or direct business to any person and that Contractor or any agents thereof, have not and will not include, directly or indirectly, the amount of any bribes or kickbacks in the price of this Contract; and
- iii. will notify **Americares** immediately if any **Americares** staff member requests any form of gift, commission, or personal discount.

The Contractor shall notify **Americares** in writing immediately of any change in circumstances that renders any representation or warranty made in this section inaccurate or incomplete. In no event shall **Americares** be obligated under this Contract to take any action or omit to take any action which **Americares** believes in good faith would cause it to be in violation of any laws, including without limitation the U.S. Foreign Corrupt Practices Act.

w. COMPLIANCE WITH LAWS – APPLICABLE TO ALL CONTRACTS

The Contractor shall comply with all applicable laws, executive orders, rules and regulations applicable to its performance under this Contract and shall be responsible for ensuring that all subcontractors and/or agents performing work under this Contract also comply, including but not limited to:

Equal Opportunity - specifically E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," to the extent required;

The requirements of 41 CFR 60–1.4(a), 60–300.5(a), 60–741.5(a), and Executive Order 13496 (29 CFR Part 471, Appendix to Subpart 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, sexual orientation, gender identity or national origin.

Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, gender identity, sexual orientation, national origin, protected veteran status or disability;

- i. Affirmative Action for Workers with Disabilities;
- ii. The Prohibition of Segregated Facilities;
- iii. Service Contract Act of 1965;
- iv. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), and;
- v. Minimum wage laws under Executive Order 13658.

X. CONFLICT OF INTEREST

Contractor shall not engage in conflicting activities, i.e. activities that conflict with interests of **Americares** or the Contractor's obligations under this Contract. The Contractor shall not engage in any activity that creates a financial or material interest that would compromise or appear to compromise its impartiality in performing the work required by this Contract. This Contract is not exclusive and the parties are free to engage in other relationships of a similar nature with other parties.

Y. TAXES

As a registered non-profit corporation **Americares** is exempt from sales tax, value added taxes and most other duties and levies. The Contractor shall exclude any such charges from the Contract price and shall not bill **Americares** for any taxes/duties/levies from which it is exempt.

Z. BANKRUPTCY OR ADMINISTRATION

In the event the Contractor enters into proceedings relating to bankruptcy or administration, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy or administration to **Americares** immediately upon the initiation of any proceedings relating to that bankruptcy or administration. This notification shall include the date on which the bankruptcy or administration petition was filed, the identity of the court in which the bankruptcy or administration petition was filed, and a listing of all Contracts and/or Orders against which final payment has not been made. This obligation remains in effect until final payment under this Contract has been made.

AA. GOVERNING LAW AND DISPUTE RESOLUTION

This Contract shall be governed, construed, and enforced in accordance with the laws of the Connecticut, without regard to its conflict of laws rules. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS for final and binding arbitration pursuant to this section. Either party may commence mediation by providing to JAMS and the other party a written request for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire.

BB. MISCELLANEOUS

This Contract is binding on and inures to the benefit of the Parties to this Contract and their respective permitted successors and permitted assigns. This Contract benefits solely the Parties to this Contract and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

This Contract constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communications and prior writings with respect there to. This Contract may only be changed or amended via issuance of a written amendment signed by an authorized representative of both Parties. If any provision of this Contract shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions, other than the portions determined to be invalid or unenforceable, shall not be affected thereby, and each valid provision hereof shall be enforced to the fullest extent permitted by law. All notices, requests, consents, claims, demands, waivers and other communications under this Contract

(each, a "Notice") must be in writing and must be delivered by email, facsimile with confirmation of transmission, personal delivery, or U.S. postal mail with postage prepaid. Except as otherwise provided in this Contract, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section. The respective rights and obligations set forth in the clauses pertaining to Confidentiality, Limitation of Liability, Warranties, Indemnification, and Insurance as well as this clause (Survival) shall indefinitely survive the expiration or termination of this Contract.



