

MISSISSIPPI



INSTITUTIONS OF HIGHER LEARNING

December 22, 2022

To Whom It May Concern:

The Board of Trustees of State Institutions of Higher Learning (IHL) is seeking proposals for cyber liability and breach response insurance and advisory services. IHL seeks coverage, whether through one or more policies, that will insure all system universities and the Board Office.

IHL is the governing board which exercises management and control over the State of Mississippi's public universities. Those universities include Alcorn State University, Delta State University, Jackson State University, Mississippi State University, Mississippi University for Women, Mississippi Valley State University, The University of Mississippi, The University of Mississippi Medical Center, and The University of Southern Mississippi. Over 75,000 students enrolled in IHL last fall, and IHL currently employs approximately 27,500 employees.

The current policy is with Beazley and will expire on May 26, 2023. IHL's current broker is Alliant Insurance Services. A summary of the current policy is attached as Exhibit "A".

IHL has determined to make exclusive market assignments based on requests from brokers in response to this Invitation Letter. Each broker's submitted Request for Market Assignment(s) will determine which market or markets, if any, will be assigned exclusively to that broker.

IHL wishes to maximize markets and participation. Each broker may submit requests for markets and list them in order of preference. IHL will utilize a preference to assign its current broker as agent of record to the incumbent market, Beazley. However, any broker may include Beazley in their requests. IHL will evaluate each broker's response to this letter, and an effort will be made to assign at least one requested market to a broker; however, depending upon the number and quality of responses, it is possible that a qualifying broker may be assigned more than one market or no market at all. The RFP will be provided at a later date to those brokers who receive a market assignment. IHL intends to seek a three-year broker contract and single-year and/or multi-year insurance options.

In order to compete for a market assignment, a qualified broker should respond by restating the below-listed qualifications followed by comprehensive responses which demonstrate how your organization meets these minimum criteria. Please be specific in your responses regarding the number of years and type of experience your firm and the primary contact possess. The following criteria will be evaluated in determining market assignments.

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I. Process Overview.

A. Part 1: Market Assignments.

1. Requests for Market Assignments. Brokers competing for a market assignment will submit their request for specific markets on or before January 9, 2023.
2. Market Assignment Notification. Brokers will be notified of their market assignments, if any, on or about January 16, 2023.

B. Part 2: The RFP Process.

1. RFP Released. The RFP will be made available on January 16, 2023, to brokers receiving a market assignment.
2. Additional Information. The RFP will contain additional information. There will be an opportunity for assigned brokers to request information that insurers will be interested in.
3. Initial Policy Term. IHL intends to select a broker to provide cyber insurance services for three policy years, with the initial policy term beginning on May 26, 2023.

II. Communications.

During this RFP process, participating brokers and insurers are not permitted to, and thus agree not to, communicate with IHL staff (which includes each individual university) regarding this procurement, except in connection with the described RFP process and its designated point of contact. Questions regarding your request for market assignments and this RFP should be submitted in writing electronically or hard copy to IHL's Director of Procurement and Property, Mr. Phil Cumberland. You will be submitting your Request for Market Assignments to Phil on or before January 9, 2023. Phil's contact information is as follows.

Office of Procurement and Property
Mississippi Institutions of Higher Learning
3825 Ridgewood Road
Jackson, MS 39211
pcumberland@mississippi.edu

To the extent any responses to questions or clarifications are needed, such information will be emailed to competing brokers at approximately the same time.

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III. Instructions.

In preparing your response to any question or request for information, you shall repeat each question or requirement found in Sections IV. and Sections V. followed by your response. Questions and answers shall be in the same order as found in this Invitation. If you have additional information you would like to provide that was not relevant to the question and answer section, you may include it in the back of your proposal as an appendix.

All documentation submitted will become the property of IHL and will not be returned to the proposer.

IV. Minimum Broker Qualifications.

Indicate that you meet the following requirements.

- A. Broker must currently provide cyber insurance brokerage and risk advisory services to at least one large client. Provide a definition of what you mean by large client, but the client should be of comparable size and complexity as IHL. Provide the client name and contact information, as well as the number of years the services have been rendered by your organization to this client.
- B. Broker must be appropriately licensed in the State of Mississippi and/or have legal authority to render the proposed services. Provide a copy of the pertinent license, certificate, or other such documentation to demonstrate qualifications.
- C. Broker must have at least five (5) years of experience as an organization in brokering cyber insurance for programs similar to the IHL. Broker must describe in detail how it meets this requirement.
- D. Broker must have no real or perceived conflict of interest in regard to its relationship with IHL.
- E. The proposer must maintain professional liability insurance with minimum limits of \$3m per occurrence or claim.
- F. The proposer must accept the standard IHL Board Office contract provisions in their entirety as shown in Exhibit "B". Additions or modifications to the boilerplate provisions may or may not be negotiated prior to award.

V. Broker Questionnaire.

A. Contact Information. List the name, title, mailing address, telephone number, and email address of the primary contact person for your proposal.

B. Company Information. State the full name of your organization. Describe your legal organizational structure. If it is incorporated, include the state in which it is incorporated. If you are a subsidiary or part of a parent company or other entities with significant financial interest, provide information for all relevant entities.

C. Broker Experience. How long has your organization been providing cyber insurance services to organizations comparable or similar to the Mississippi public university system? In your response, specify your organization's experience providing cyber insurance brokerage services for (1) large entities, (2) institutions of higher learning, and (3) public entities. After providing the experience of your organization in regard to the three categories above (large accounts, universities/higher education, public entities), highlight the relevant experience of your primary contact (who will service the IHL program if selected) in regard to the same categories.

D. Understanding and Recommended Structure. State your understanding of the scope of work required by IHL. Describe the structure you recommend and whether you recommend and plan to seek a single IHL policy and/or separate policies for each institution. State that you agree that you will provide advice to IHL regarding specifically what information is needed or requested by insurers in order to provide a competitive quote. Based on the information provided by IHL, state that you will advise IHL in regard to recommended limits and any applicable insuring structures (single insurer, layered approach, desired significant coverage terms, and related matters). Discuss your recommendation or recommendations regarding structural considerations and the benefit of such structure to IHL.

E. Experience With Specific Insurers. List the insurers that you would like to approach for the purpose of providing cyber insurance coverage to IHL. For each insurer, describe in detail your relationship with and experience in placing similar coverage within the last five years. Include, to the extent possible, quantifiable information that you believe to be pertinent in evaluating your ability to secure a competitive quotation from the carrier(s) requested. Indicate whether you place coverage directly with the listed insurers or if you use a wholesale broker or other intermediary in such placements.

F. Loss Response Experience. Describe your claims advocacy and claims consulting services and how such services will be deployed in the event of a major breach or loss covered by cyber insurance. Describe how your claims personnel interface with your day-to-day service team as well as with the insurers on a pre-loss and post-loss basis in order to

expedite the claims response and recovery process. Provide one specific example of a cyber breach experience which demonstrates the effectiveness of your team's ability to timely advise and advocate for an insured client in response to a cyber breach occurrence.

G. Broker Resources. Describe value-added services or capabilities, if any, in the area of analytics and technology that enables your entity to provide superior services for the benefit of IHL.

H. Comparable References. List three cyber insurance clients for whom you are providing (or have provided) services similar to those requested. For each reference, list the name, title, and contact information.

I. Negative References. To the extent such former clients exist, provide a former large client that has discontinued using your services related to cyber insurance (or where you have otherwise lost a large client's cyber insurance business) since January 1, 2021. Provide a contact name and number for the former client and provide a brief explanation of why the business was lost by your organization. If you are a large national or global entity, your response should be limited to the regional office that will service the IHL account.

J. Ownership Interests. Disclose and describe any ownership interest your firm has in any insurer, re-insurer or other entity that you would use in placing coverage for IHL.

K. Broker Ownership. List the name of any entity or person owning 10% or more of your organization.

L. IHL Conflict Information. State for your entity if any officers or principals and/or their immediate families are, or have been within the preceding 12 months, employees or Board members of IHL or any of its universities. If so, please disclose the specifics of the person's position and relationship. Disclose any other conflicts of interest of which you are aware that would prevent you performing work for IHL.

M. Best Efforts. Confirm that you will use your best effort to solicit competitive quotes from qualified insurers.

N. Cost and Fees. State in detail how you will be paid for your services. If you will be paid by commission based upon premiums, provide a not-to-exceed annual amount. If you will provide brokerage services based upon a flat rate, disclose your annual fee, which will be a maximum annual cap for providing these brokerage and advisory services. Describe in detail the payment structure(s) you are offering. If you win the business, confirm that you will coordinate with IHL to ensure fees and premiums are allocated, divided, billed, or assessed

equitably between participating IHL entities. IHL expects the broker's fee to be included with the premium billing. Historically, IHL has paid the full premium, rather than having each university pay its share directly. For internal purposes, IHL will need to allocate premium share between the universities, and the broker will advise IHL as to an equitable premium share.

O. Customary Services. Confirm that if selected you will provide brokerage services customarily expected by a large client, specifically to include presenting once to the IHL Board if requested. Presentations may be in person or virtual. Costs related to any such presentation, including travel, shall be at no additional cost to, and not reimbursable by, IHL.

P. Requested Markets. List the markets that you wish to be assigned. Indicate your order of preference, so that IHL can determine which market or markets you most wish to be assigned. If a market is not able to provide the coverage as a single insurer, please explain, and indicate the markets you would have to be assigned with that market in order to create a shared insurer program. For each market you request, provide information that demonstrates the amount of annual business you do with that insurer, such as premium volume. Only request insurers that are authorized to do business in the State of Mississippi and which have an A.M. Best rating of at least A VIII.

VI. Selection Criteria for Market Assignments.

The following page contains the criteria upon which market assignments will be made. Scoring is relative to the quality of competing responses. Separate criteria will be provided in the RFP for the selection of the best and lowest quote.

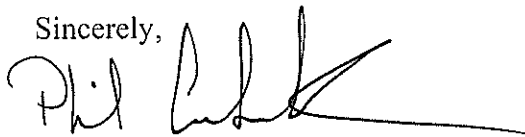
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Criteria	Weight
Cost: The flat fee or "not-to-exceed" amount. (Section V., part N.)	35%
Experience with Requested Insurer: (Section V., parts E. and P.)	30%
Experience with Comparable Client: (Section V., parts C., H., and I.)	25%
Quality of Other Responses: (Section V., parts D., F., G., J., K., L, M., and O.)	10%
Consideration of a broker being assigned multiple markets or none at all. (IHL will use its discretion in determining the extent to which a broker is assigned multiple markets)	The above weights will be considered in assigning a broker its first choice of markets. If IHL determines that having more brokers assigned to at least one market may benefit IHL through increased competition, IHL will use the criteria above along with each broker's requests when determining whether it is more beneficial for a broker to be assigned multiple markets compared to more brokers being assigned at least one market.
Incumbent Preference: (Current broker is Alliant and the current insurer is Beazley)	Although the above criteria will be considered in regard to Beazley, IHL may utilize a preference to assign the current broker to its current insurer.

The proposing broker must respond to all requested information in Sections V. and VI. Please respond by e-mail to pcumberland@mississippi.edu no later than 4:00 p.m. on January 9, 2023. If you timely request to be assigned one or more markets, will be notified of market assignments on or around January 16, 2023.

Sincerely,



Phil Cumberland
Procurement and Property Officer

Exhibit "A"

Brief Summary Related to Current Policy

Current Insurer: Beazley

General Policy Limits:

- Coverage "A": \$10 million aggregate system limit, including but not limited to liability, extortion, regulatory penalties and defense, and first party loss.
 - Sublimited to \$2,000,000 per university except \$4,000,000 for Mississippi State University, University of Mississippi, University of Southern Mississippi and University of Mississippi Medical Center.
 - Deductibles: \$250,000 each claim, but \$750,000 for University of Mississippi Medical Center.

- Coverage "B": \$2.5 million system aggregate, including breach response
 - 2,000,000 Notified Individuals in the Aggregate Privacy Breach Response Sublimited to 500,000 Notified Individuals per university except 1,000,000 for Mississippi State University, University of Mississippi, University of Southern Mississippi and University of Mississippi Medical Center.
 - Deductibles: 100 notified individuals for Privacy Breach Response \$10,000 combined for Legal Services/Computer Expert Services/ Public Relations and Crisis Management Expenses but only \$5,000 for Legal Services.
 - If sublimits for breach response are exhausted, a university may use remaining limits from Coverage "A" for additional covered breach response services.

Total Policy Costs for 2022-2023: \$713,212.50

Exhibit "B"

IHL Standard Contract Template

**Mississippi Institutions of Higher Learning (IHL)
IHL Executive Office
Professional Personal Services Contract with Independent Contractor**



(This contract must be attached to a completed Contract Approval/Routing Form prior to work commencing)

Contract Number: <input type="text"/>	(CONTRACTS ONLY)
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Contractor: _____ Phone No.: _____

Social Security Number/Federal Tax Identification Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Are you currently receiving a benefit from the Public Employees' Retirement System of Mississippi? Yes No
If the answer is yes, individual must contact the Office of Human Resources (601.432.6134) to discuss eligibility of retirees to earn compensation prior to completing this form.

U.S. Citizen: <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If no, Country of Citizenship:</i> _____ <i>and Residence:</i> _____
Incorporated: <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If no, Resident Alien</i> <input type="checkbox"/> <i>Non-Resident Alien</i> <input type="checkbox"/> <i>Visa Type:</i> _____
	<input type="checkbox"/> <i>Small Business,</i> <input type="checkbox"/> <i>Minority,</i> <input type="checkbox"/> <i>Woman-Owned?</i>

STATEMENT OF WORK: IHL has determined that these services are essential and could not satisfactorily be performed by IHL Executive Office employees. Therefore, the Contractor noted above will perform the services and/or tasks as follows:

Contractor shall provide the following: (Reference attachment if more space is needed, attachments are incorporated in this contract.)

Contract Begin Date: _____ **Contract End Date:** _____

CONSIDERATION AND COMPENSATION: **Not to Exceed** _____
Note: Indicate hourly, daily, scheduled, deliverables/task, total project etc. **Rate of Pay** _____

Nature of Expenses:

Payment Terms:

Signed original invoices referencing the IHL contract number should be submitted to the following address:

IHL Executive Contact: Mississippi Board of Trustees State Institutions of Higher Learning
Name: _____ Attention: IHL contact will be designated upon execution of contract.
Phone No. _____ 3825 Ridgewood Road
Jackson, MS 39211-6453

Contractor must submit a signed W-9 Form (available at the following link): <https://www.irs.gov/pub/irs-pdf/fw9.pdf>. The Contractor is an independent Contractor for the IHL; therefore, the IHL is not liable for Social Security Contributions pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forward at the end of the calendar year if total payments exceed \$600.

- 1. INDEPENDENT CONTRACTOR:** The Contractor will act as an independent contractor under this contract, and neither the Contractor nor any employee or agent of the Contractor is an employee of the IHL Executive Office. Nothing contained herein shall be deemed or construed by the IHL Executive Office, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the IHL Executive Office and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the IHL Executive Office or the Contractor hereunder, create or shall be deemed to create a relationship other than the independent relationship of the IHL Executive Office and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. IHL Executive Office shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The IHL Executive Office shall not withhold from the contract payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the IHL Executive Office shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

The Contractor will provide the services and achieve the results specified by the IHL, free from the direction or control of the IHL as to means and methods of performance.

- 2. INSURANCE.** The Contractor, as an independent contractor, shall provide proof of Comprehensive General Liability insurance, Worker's Compensation insurance and Commercial Auto Liability Insurance. The Contractor must provide a Certificate of Coverage mailed to the Board of Trustees of State Institutions of Higher Learning, Office of Contracts and Grants Compliance, 3825 Ridgewood Road, Suite 417, Jackson, MS, 39211. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the covered perils, and the amount of coverage by peril, the name and mailing address of the insurance company, and the name and mailing address of the insurance agent. The Certificate of Coverage must name the Board of Trustees of State Institutions of Higher Learning as an additional insured. The Comprehensive General Liability coverage and the Commercial Auto Liability coverage shall be a minimum amount of Three Million Dollars (\$3,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate through an insurance company with a Best rating of A- or higher and a financial size Class X or higher approved by the Mississippi Department of Insurance.
- 3. NONRESIDENT ALIEN.** If the Contractor is a nonresident alien performing services in the United States or its territories, the Contractor agrees that proof of visa status (I-94 Form) documenting authorization to receive payment for work performed will be provided to the IHL prior to payment by the IHL.
- 4. AUTHORITY TO CONTRACT.** The Contractor warrants (a) that it is authorized to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- 5. ACCESS TO RECORDS.** The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices to sufficiently reflect properly all costs of whatever nature claimed to have been incurred in the performance of the Contract. The IHL, any sponsor, the state of Mississippi, or the Comptroller General of the United States or their authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts and transcripts. Such books and records shall be maintained by the Contractor for three years from the date of the completion of work. Contractor is responsible for any audit discrepancies involving deviation from the terms of the Contract and for any commitments or expenditures in excess of amounts authorized by the IHL.

6. **OWNERSHIP OF WORK PRODUCTS.** Any discovery, patent, copyright, invention, work papers, software, software applications, written materials, publications, data, information, by-product or end-product arising as a direct result of the performance of this Contract shall be the sole property of the IHL.
7. **TERMINATION.** Either the IHL or the Contractor may terminate its obligations under this Contract by giving the other party at least 10 days prior written notice of such termination, specifying the intended date of termination; provided, however, that, upon request from the IHL, the Contractor shall continue performance until the IHL can find a replacement contractor or for an additional thirty (30) days after the specified termination date, whichever is the shorter time period. Upon termination, an equitable settlement shall be made for actual costs incurred by the Contractor up to the date of termination.
8. **DATA MIGRATION.** Upon expiration or earlier termination of the Agreement, Contractor agrees that IHL may elect to have Contractor migrate the data to an IHL computer at no cost, or for Contractor to provide the data to the IHL in another form which is acceptable to them, at no cost.
9. **IHL EXECUTIVE OFFICE EMPLOYEES.** The Contractor will not hire any employee of the IHL Executive Office to perform any services covered by this agreement without prior written approval from IHL Executive Office Human Resources Department.
10. **CONFIDENTIAL INFORMATION.** The Contractor shall treat all IHL data and information to which it has access by its performance under this Contract as confidential and shall not disclose such data or information to a third party except as provided for in this Contract without specific written consent of the IHL. The Contractor shall protect such personal and confidential information against unauthorized use, disclosure, modification or loss. This provision shall survive the termination or completion of this Contract and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Contract on behalf of, or under the rights of the Contractor following any termination or completion of the Contract. Any breach of this provision may result in termination of the Contract and demand for return of all personal and confidential information. The Contractor agrees to indemnify and hold harmless the IHL for any damages related to Contractor's unauthorized use of personal or confidential information.

Notwithstanding any provision to the contrary contained herein, it is recognized that the IHL is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, section 25-61-1, et seq., Miss. Code Ann. If a public records request is made for any information provided to the IHL pursuant to this agreement, the IHL shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by Court order or required by law.

11. **ACKNOWLEDGEMENT OF SPONSORSHIP.** The Contractor agrees that, in any publication, acknowledgement shall be made of sponsorship by the IHL and/or other sponsor by use of the following statement "This work was performed under the sponsorship of the Mississippi Board of Trustees State Institutions of Higher Learning. This work does not necessarily represent the views of the IHL or the sponsoring agency." If the publication is copyrighted, the statement "Reproduction of this article, with the customary credit to the source, is permitted," shall be added. With the exception of acknowledging sponsorship of research, the name of the IHL may not be used in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information regarding this Contract or data developed under this Contract without written approval of the IHL.
12. **APPLICABLE LAW.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The Contractor shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against IHL, the Contractor agrees that the individual signing this agreement on behalf of IHL is not personally responsible or liable for any of the obligations and duties contained herein.

- 13. INDEMNIFICATION.** To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate IHL, its Commissioner, Board Members, officers, employees, agents and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, attorney's fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement
- 14. CONFLICT OF INTEREST.** The Contractor affirms that, to the best of his/her knowledge, there exists no actual or potential conflict between Contractor's family, business, or financial interests and his/her services under this Contract, and, in the event of change in either his/her private interests or service under this Contract, he/she will inform the IHL regarding possible conflict of interest that may arise as a result of such change.
- 15. AVAILABILITY OF FUNDS AND EXPENDITURE APPROVAL.** It is expressly understood and agreed that the obligation of IHL to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which the funds were provided or if funds are not otherwise available to IHL, IHL shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Agreement without damage, penalty cost, or expense to IHL of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 16. SEVERABILITY.** If any term or provision of this contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the contract shall be valid and enforceable to the fullest extent permitted by law.
- 17. TOTAL AGREEMENT.** This Contract contains the entire agreement between the parties, superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions that are not contained in this Contract shall be binding. This Contract may not be changed except by mutual agreement of the parties. Any such change shall be reduced to writing and signed by both parties.
- 18. CONTRACT CHANGES.** The IHL may, at any time, by written order, make changes within the general scope of the contract or any of its task orders as to the services or work to be performed. If such changes cause an increase or a decrease in the Contractor's cost or time required to perform any services under this contract or assigned task orders, whether or not changed by an order, the IHL shall make an equitable adjustment and modify this contract, or the appropriate task order, in writing. The Contractor must assert any claim for adjustment under this clause in writing within thirty (30) days from the date the Contractor received the IHL's notification of change, unless the IHL grants additional time before the date of final payment. No services for which the Contractor will charge any additional compensation shall be furnished without the prior written authorization of the IHL.
- 19. ASSIGNMENT/TRANSFER/SUBCONTRACTING.** The Contractor shall not assign, transfer, subcontract, or otherwise give to or impose on any other party any obligation or right of the Contractor under this Contract, without prior written consent of the IHL.
- 20. THIRD PARTY ACTION NOTIFICATION.** The Contractor shall give the IHL prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this contract.
- 21. EMPLOYMENT VERIFICATION.** Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and

Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

22. NOTICE. Any notice required or permitted to be given under this contract shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to IHL by writing the Mississippi Institutions of Higher Learning, Attention: Office of Contracts and Grants Compliance, 3825 Ridgewood Road, Suite 417, Jackson, MS 39216 or to the Contractor by writing.

The parties agree to promptly notify each other of any change of address.

23. Contractor recognizes that IHL, as a political subdivision of the State of Mississippi, enters into this contract only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. Any provision of this contract that is not authorized by or inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is deleted.

24. IHL and Contract hereby accept the terms and conditions specified above and acknowledge that this contract constitute the entire agreement of the parties. After execution by both parties, the original of the agreement shall be kept and maintained at the offices of the IHL.

CONTRACTOR

INSTITUTIONS OF HIGHER LEARNING

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

COMPANY: _____

DATE: _____

DATE: _____