

Colorado Special Provisions. The Colorado Special Provisions are incorporated by reference herein and set forth below. Colorado Special Provisions are required by the Board of Trustees for the University of Northern Colorado ("University") Fiscal Rule 3.11 to be used in every expenditure contract. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Agreement and any of the provisions of the Colorado Special Provisions, the provisions of the Colorado Special Provisions shall in all respects supersede, govern, and control. In these Colorado Special Provisions, the University shall be referred to as "State" and the Contractor with whom the University is entering into this expenditure contract and issuing payment shall be referred to as "Contractor".

These Special Provisions apply to all contracts except where noted in *italics*:

1. **Intentionally Omitted. Numbering preserved.**
2. **Fund Availability §24-30-202(5.5), C.R.S.** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **Governmental Immunity.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671, *et seq.*, as applicable now or hereafter amended.
4. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
5. **Compliance with Law §24-30-202, C.R.S.** Contractor shall strictly comply with all applicable federal and State of Colorado laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **Choice of Law §§24-30-202, 24-106-109, C.R.S.** Colorado law, and all rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference that conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Colorado Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.
7. **Binding Arbitration Prohibited §§24-30-202, 24-106-109, C.R.S.** The State does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.
8. **Software Piracy Prohibition. Governor's Executive Order D 002 00.** State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Agreement and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **Employee Financial Interest/Conflict of Interest §§24-18-201 and 24-50-507, C.R.S.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
10. **Vendor Offset §§24-30-202(1) and 24-30-202.4, C.R.S. [Not applicable to intergovernmental agreements]** Subject to §24-30-202.4(3.5), C.R.S. the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in §39-21-101, *et seq.*, C.R.S.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.