

Supplier Rider Affirmation Form

As part of the Request for Proposal (RFP) response, MD Anderson Cancer Center requires that the Prospective Supplier affirm acceptance (or rejection) of the standard MDACC Contract Riders, which are provided with this RFP and listed below. The Prospective Supplier must acknowledge having read and understood all Riders. Additionally, the Prospective Supplier must indicate acceptance or rejection of each Rider individually by completing and returning this form. MD Anderson will use the Prospective Supplier's response on this form as part of the criteria for Supplier evaluation and contract award. Please note for Suppliers that have an existing contract with MD Anderson, any previously negotiated terms and conditions will not be considered for this RFP response. Any exceptions taken must be renegotiated between MD Anderson and the prospective supplier, and points will be deducted accordingly. Failure to complete and return this form may result in the Prospective Supplier's response being disqualified. ***If the Rider is not included within this RFP, mark the Rider as N/A - not applicable.

| Rider Number and Description | Accept | Reject | N/A | Section(s) Rejected |
|---|--------|--------|-----|---------------------|
| Summary Agreement | | | | |
| 5.1 Contractor's Duties and Representations | | | | |
| 5.2 Compliance with Laws, Regulations and Policies | | | | |
| 5.3 Access by Individuals with Disabilities | | | | |
| 6.1 Confidentiality | | | | |
| 6.2 Public Information | | | | |
| 6.3 Publicity | | | | |
| 6.4 Compliance with Laws, Regulations and Policies | | | | |
| 6.5 Insurance | | | | |
| 6.6 Ownership of Works Created | | | | |
| 6.7 Right to Audit | | | | |
| 6.8 Quality Assurance | | | | |
| 6.9 Drug Testing Requirements | | | | |
| 6.10 Ethics Matters; No Financial Interest | | | | |
| 6.11 Responsibility for Individuals Performing Work; Criminal Background Checks | | | | |
| 6.12 Direct Patient Care/Contact | | | | |
| 6.13 HUB Subcontracting Plan | | | | |
| 7. Infringement Indemnity | | | | |
| 8.1 Entire Agreement | | | | |
| 8.2 Amendment | | | | |
| 8.3 Independent Contractor | | | | |
| 8.4 Assignment | | | | |
| 8.5 Severability | | | | |
| 8.6 Non-Waiver of Defaults | | | | |
| 8.7 Force Majeure | | | | |
| 8.8 Notices | | | | |
| 8.9 Taxes | | | | |
| 8.10 Termination | | | | |
| 8.11 Dispute Resolution | | | | |
| 8.12 Subcontracting | | | | |
| 8.13 Counterparts; Facsimile Signature | | | | |
| 8.14 Survival | | | | |
| 8.15 Governing Law and Venue | | | | |
| 8.16 Franchise Tax Certification | | | | |
| 8.17 Loss of Funding | | | | |
| 8.18 Construction | | | | |
| 8.19 Headings | | | | |
| 8.20 Eligibility Certifications | | | | |
| 8.21 Payment of Debt or Delinquency to the State | | | | |
| 8.22 Texas Family Code Child Support Certification | | | | |
| 8.23 Group Purchasing | | | | |
| 8.24 Texas State Agency | | | | |
| Rider 105 Affirmations and Warranties | | | | |
| Rider 107 Travel | | | | |
| Rider 110 Escrow | | | | |
| Rider 111 Business Associate Agreement - Article 7 (Indemnification) | | | | |
| Rider 111 Business Associate Agreement - All Articles excluding Article 7 | | | | |
| Rider 114 Network Connections | | | | |
| Rider 114A Supply Chain User Acknowledgement | | | | |
| Rider 115 Tissue Requirements | | | | |
| Rider 116 Invoice Payment Requirements | | | | |
| Rider 117 Institutional Policies | | | | |
| Rider 118 Information Security | | | | |

By executing this form, the Prospective Supplier acknowledges that he/she has read and understands each of the Riders above. Additionally the Prospective Supplier confirms that the information provided above is complete and accurate, and represent to MDACC that no additional rejection of Rider provisions will be offered during the contract negotiation process.

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|---------------|
| Company Name: |
| Signature: |
| Title: |
| Date: |