

Request for Proposal

RFP No. 2023-09-001

Legal Lifecycle System

Date of Issue: September 15, 2023

Proposal Submission Deadline: October 23, 2023
At 3:00 PM Central Time

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1.0 INTRODUCTION

Rice University's Office of General Counsel (OGC) oversees the legal affairs of the University. Our clients include the Board of Trustees, executives, administrative offices and academic offices. On occasion, we engage outside counsel to assist us in legal matters on behalf of the University. Frequently, we also review and negotiate contracts on behalf of our clients.

This RFP aims to procure a secure, cloud-based lifecycle legal intake system that streamlines and modernizes our legal and business operations. The system will include tools that automate legal intake, billing management, and contract management. It will also work with components of Rice's existing systems, including our document management system, iManage, and the University's enterprise finance, administrative and procurement system, Oracle. The goal of the chosen lifecycle system will be to optimize the legal request lifecycle and the engagement of outside counsel so that client requests are handled promptly, negotiated consistently, and communicated clearly, at both the highest quality and at a reasonable, anticipated cost to Rice.

This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal. RFP documents are found in Rice University's Solicitation Opportunities website at <https://controller.rice.edu/solicitations>. Respondents must periodically review the site for potential amendments, regular updates to the RFP timeline, and other related information.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda to it.

2.0 PURPOSE AND BACKGROUND

William Marsh Rice University, commonly known as Rice University, is a private research university in Houston, Texas. The university is situated on a 300-acre campus near the Houston Museum District and is adjacent to the Texas Medical Center. The university enrolls 4400+ undergraduate students, 4000+ graduate students (~8,565 total student population), and ~ 3,500 faculty and staff for a total campus population of ~12,000 (including campus visitors/contractors).

3.0 GENERAL INFORMATION

3.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before the Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated by reference.

RFP documents are found in Rice University's Solicitation Opportunities website at <https://controller.rice.edu/solicitations>. Respondents must periodically review the site for potential amendments, regular updates to the RFP timeline, and other related information.

3.2 NOTICE REGARDING RFP TERMS AND CONDITIONS

It shall be the Respondent's responsibility to read the instructions, Rice University's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP, and comply with all its requirements and specifications. Respondents also are responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFP.

If Respondents have questions, issues, or exceptions regarding any term, condition, or other sections within this RFP, those must be submitted as questions in accordance with the instructions in Section 3.4 PROPOSAL QUESTIONS. If Rice University determines that any changes will be made as a result of the questions asked, then those decisions will be communicated in an RFP addendum. Rice University may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, Rice University rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with the Respondents' proposal. It will apply to any language appearing in or attached to the document as part of the Respondents' proposal that implies to vary any terms and conditions or Respondents' instructions herein or to render the proposal non-binding or subject to further negotiation. The Respondents' proposal shall

constitute a firm offer. **The Respondent agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect and be disregarded by execution and delivery of this RFP Response. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to deem Respondents' proposal nonresponsive.**

3.3 RFP SCHEDULE

The table below shows the intended schedule for this RFP. Rice University will make every effort to adhere to this schedule.

Event	Date and Time (Central Time)
Date of Notice (RFP Issued)	September 15, 2023
Closing Date for Receipt of Written Questions	October 9, 2023
Issue Addendum (Response to Submitted Questions)	October 16, 2023
Closing Date for Receipt of Proposals	October 23, 2023
Finalists Demos/Presentations (Tentative)	November 6, 2023
Anticipated Award Notice (Tentative)	November 10, 2023
Contract Execution	November 22, 2023

Rice University expects awarded Provider Organizations to begin services on or around January 8, 2023.

3.4 PROPOSAL QUESTIONS

After reviewing the RFP documents, Respondents may have questions to clarify or interpret the RFP so they can submit the best proposal possible. Respondents shall submit any such questions by the above due date. Written questions shall be emailed to legal@rice.edu by the date and time specified above. Respondents should enter “RFP #2023-09-001: Questions” as the subject for the email. Question submittals should include a reference to the applicable RFP section. The university’s response to questions received before the submission deadline, and any additional terms deemed necessary by the university, will be posted in the form of an addendum. No information, instruction, or advice provided orally or informally by any Rice University personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding.

3.5 PROPOSAL SUBMITTAL

Proposals will be received until 3:00 PM, October 23, 2023. All proposals shall be electronically submitted via email and adequately identified with the RFP #2023-09-001 and Billing Management Software. Proposals shall be emailed to legal@rice.edu. It is the Respondents' responsibility to ensure the proposal is received on time. Rice University reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to serve the university's best interest.

3.6 KEY CONTACTS

All questions concerning this RFP must be submitted in writing via email to Melissa Sibley, Buyer, at legal@rice.edu.

4.0 SCOPE OF WORK

Legal Intake

Customized to follow our client preferences, the legal intake component of the lifecycle system will screen and collect information shared by clients through an online portal. The easy-to-use interface will be accessible to only the Rice audience (primarily those with an active @rice.edu email address) on a secured site available to campus clients. The interface will include instructions, provide helpful tips, and share online forms with clients based on their legal request.

The legal intake component of the lifecycle system will:

- Allow OGC, through collaboration with its clients, to easily tailor and personalize an intake process that screens information necessary to handle routine needs.
- Route standard requests to a predetermined group, including personnel that work outside OGC for further advice and action.
- Automate the creation of a matter in iManage, and integrate documents in iManage, if necessary.
- Assign a unique identifier to track and locate each new request.
- Automate reports that audit received requests, their status and their outcome.
- Communicate the status of a client request once benchmarks are reached by OGC and OGC partners.
- Protect confidentiality and follow ethical guidelines.
- Trigger the contract management component of the lifecycle system, if contract review is being requested by the client.
- Allow for simple, ongoing improvements, as business needs evolve, improve and simplify.

Billing Management

The OGC engages outside law firms to provide professional legal services for Rice when specialized needs arise. Once selected and approved by the Vice President and General Counsel, the scope of services and billing rates are outlined in a law firm engagement letter. Law firms are expected to adhere to negotiated billing guidelines.

Due to the confidential, privileged and sensitive nature of the information contained in these invoices, the OGC receives invoices directly from law firms. On occasion, certain legal invoices are routed to campus clients for payment.

The billing management component of the system will prescreen and route invoices to selected parties for review, coding, and ultimately, payment in Oracle. Oracle Cloud is Rice's enterprise system. This system was implemented in July 2021. The selected lifecycle system will store the invoice in iManage, OGC's document management system. This scope of work will include

integrations to store documents in iManage Cloud and handle procurement and payment functions in Oracle Cloud.

The billing management component of the lifecycle system will:

- Collect, organize and track invoices from law firms.
- Audit, identify and flag billing guideline violations for review.
- Include a unique identifier to locate and track each uniquely billed matter.
- Automatically reject, or flag for review and/or resubmission, specified billing guideline violations.
- Route invoices to identified parties for their review and approval or rejection (including parties outside the OGC).
- Ensure that no duplicate invoices are processed or advanced for payment.
- Store, track and analyze information delivered in invoices, including time billed, rates, matters, timekeeper, firm, discounts, and in some cases, pro-rated arrangements.
- Maintain and assign expense coding in a time-stamped, easy to audit interface.
- Store the invoice in Rice's document management system, iManage.
- Once an invoice has been approved by OGC, deliver an automated payment notification to Rice's procurement office for invoice payment in Oracle.
- Deliver intuitive and customizable dashboards that track Oracle's payment details in the billing management component of the system, with analytic reports that provide 100% visibility into Rice's legal spend.
- Deliver a solution to capture cost, expenses and recoveries in all matters.
- Allow the OGC to easily tailor the billing component features to suit its business needs.
- Integrate existing matters with billable time in iManage with the new billing management system component.

Contract Management

The contract management component of the chosen lifecycle system will deliver an end-to-end, real-time, online and collaborative tool that will:

- Work seamlessly with the legal intake component of the lifecycle system.
- Allow stakeholders to intuitively review, redline, comment, and collaborate on agreements with the OGC (internal version), or outside or opposing parties (external version), while maintaining attorney-client privilege and confidentiality.
- Facilitate contract negotiation, including business term collaboration discussions, with Rice clients or with outside parties, in an easy-to-use platform.
- Allow multiple Rice clients to negotiate an agreement, simultaneously, tracking comments and interactions featuring an audit trail.
- Assign a unique identifier to track and monitor each unique contract request.
- Organize agreements based on priority or specified time constraints.
- Facilitate the digital execution of the agreement in Adobe Sign, or a similar eSignature platform, with both Rice clients and outside parties.
- Store a copy of the final agreement in OGC's document management system, iManage, featuring optical character recognition that scans PDFs and images to make agreements easy to analyze and locate.

- Generate agreements using routine business matter templates for prompt client use.
- Ensure contract policy compliance by routing agreements to the leaders responsible for approving and executing agreements.
- Share the executed agreement with selected vetted stakeholders to ensure those responsible for carrying out the terms and conditions are informed of the terms.
- Assist with the creation of standard agreements using business clauses that are routinely accepted by Rice to ensure regulatory compliance and ensure best practices.
- Automate ongoing contract administration and renewal with OGC clients.
- Include an interactive and customizable dashboard and reports that clearly demonstrates workflow data on agreements in the lifecycle status and tracks OGC and client performance.
- Alert and notify OGC, clients and outside parties when comments or changes are made to an agreement that require input.
- Feature role-based permissions based on the client's and Rice's needs.
- Allow for simple, ongoing improvements, as business needs evolve, improve and simplify.

4.1 ABOUT THE SYSTEM

As described in the Introduction, Purpose and Background sections, the purpose of this RFP is to solicit a product which meets specific performance narratives along with pricing information from vendors; and to provide demonstrations of software systems and/or operating platforms if requested. OGC expects the supplier to deliver an intuitive start-to-finish, cloud based, secured lifecycle legal intake system that automates the delivery, processing, and payment of OGC legal intake, contracts and billing.

4.2 SYSTEM REQUIREMENTS

Rice University requires at least the following services and the successful respondent must meet the following requirements. Vendor will need to demonstrate these features in an online demo, as well as participate in a follow-up technical call.

A. SYSTEM ADMINISTRATOR INTERFACE

The system administration interface should be easy-to-use, secure, and allow for self-service oversight of the end-to-end process.

1. Reporting –

The system administrator interface should provide easy-to-interpret reporting.

OGC expects the selected system to deliver benchmarking tools, customizable dashboards, easy to design reports, and ready to use reports based on industry standards.

Required reports:

- Legal spend, in sum and in comparison to entities and organizations comparable to Rice.
- Hourly billing rates for individual outside counsel and outside law firms, and in comparison to entities and organizations comparable to Rice.
- Processing and integration errors
- System user audit
- Spend by vendor
- Contract terms by vendor

2. Error remediation

- The system should have clear alerting in case of integration failure, document failure, routing failure, or any other issues that may result.
- The system should also provide an easy way to remediate errors in workflow routing, application of contract terms, incorrect or duplicate invoices, or other issues that may occur in daily operations.

3. Accessibility

The system should conform to Accessibility standards. In an appendix, vendor should provide a copy of the latest VPAT.

B. SYSTEM MAINTENANCE AGREEMENT CRITERIA

C. SYSTEM IMPLEMENTATION

OGC expects the supplier to integrate with both iManage Cloud and Oracle Cloud to streamline and automate Rice’s OGC workflows.

Following are the expected data flows –

1. From Oracle Cloud:
 - a. Confirmation of successful payment
2. To Oracle Cloud
 - a. Billing file ready for invoice payment in Rice standard upload format.
3. From iManage
 - a. Confirmation of successful data load
4. To iManage
 - a. Document – Invoice with associated metadata

Legal will continue setting up blanket PO’s per firm / contract. Terms and PO number will be manually maintained in the billing management component for purposes of invoice matching.

D. APPLICATION SUPPORT

Vendor should provide contract rates for vendor post go-live support consulting. Vendor will also be expected to provide full training materials and as-built documentation as part of project close out.

In an appendix, Vendor should also include an overview of the post-go-live application support model, as well as the patching and upgrade schedule. This schedule should also note how release notes are communicated prior to the release of patches and / or upgrades.

E. DATA OWNERSHIP AND SECURITY

Rice will own all data, contracts, and invoices maintained in the system.

Rice's information security office will perform a security review prior to procurement. In an appendix, vendor should submit corporate security documentation or policies, including, if available, the latest Higher Education Community Vendor Assessment Toolkit (HECVAT / HECVAT Lite), ISO certifications, or other relevant assessments.

F. TRANSITION OF SERVICES UPON TERMINATION OF AGREEMENT

All data will be provided to Rice in format consumable by Rice systems for at least 90 days after contract termination. Should there be a transition to a new system, Vendor will provide support for data export in a format consumable by the new system.

G. TECHNICAL REQUIREMENTS FOR CLIENT

In an appendix, vendor should specify any technical requirements for implementation and support of the proposed solution. This can include technical diagrams, data transmission formats, minimum network requirements, Single Sign On (SSO) capabilities, and available APIs to support the proposed integration.

H. TRAINING AND DOCUMENTATION

Vendor should include in the proposal a provision for training approximately 10 end users. Upon completion of training, all training materials developed for the Rice system should be turned over to the OGC for ongoing training purposes.

Vendor should also include any continuous training options in an appendix. This can include user conferences, knowledge portals, or community discussion forums.

I. VENDOR CAPABILITIES AND EXPERIENCE

1. Vendor should describe the aggregate development experience of its development and implementation team.
2. Vendor should demonstrate the ability and past projects of implementing billing management platforms.

3. Vendor should demonstrate the capability of providing on-site implementation, roll-out, and transition support team tasks and activities. The resumes of key project resources should be included as an appendix.

J. PRICING ESTIMATE

1. Vendor must provide their best estimated pricing per user or license.
2. The cost should include the cost of implementation and support.
3. The vendor should also provide a cost estimate structure for customization.
4. Based on the project information provided, describe the cost to complete this project, include, any travel, mileage, lodging, and any other expenses.
5. Vendor should include 30 days of post-go-live support at no additional cost in its bid.
6. Vendor should include a warranty for implementation and development work once the system is in production, and include provisions for updating configuration and / or integrations in the case of system maintenance.
7. As noted above, vendor should also include end user training and post-go-live consulting rates.

5.0 PROPOSAL REQUIREMENTS

5.1 PROPOSAL CONTENTS

Proposals should provide a concise but complete description of the respondent's ability to meet the requirements of the RFP. Proposals should be identified with the name of the respondent and RFP # 2023-09-001. The requirements for a complete proposal to be considered are: Proposals must be organized into the following sections:

A. Respondent Organization – up to two (2) pages

Provide information summarizing:

- Structure of Provider Organization (e.g., nonprofit, for-profit)
- Employer Identification Number (EIN)
- Services currently offered by Respondent and population(s) served
- Experience providing services similar to or relevant to those in this Program
- Names and contact information for two (2) references familiar with the work of the organization, preferably organizations that use iManage and Oracle Cloud. If the applicant plans for subcontractor(s) to provide some of the services, this information must be provided for all subcontractors.

B. Program Narrative – up to six (6) pages

A narrative description of how the respondent will provide all aspects of the billing management software described in Section 4.0 SCOPE OF WORK. Respondents may provide additional information or recommendations relevant for consideration in the university's determination of award of the contract(s). The Program Narrative should be organized using the same sections in this RFP.

C. Cost Proposal & Billing Cost Proposal

Note: All costs are included in the fees for services proposed, and there will be no additional expenses billed to Rice University for any reason.

Based on the project information provided to date, briefly describe the cost to complete this project, include, and travel, mileage, lodging, and any other expenses.

A rate increase request will be considered at each contract renewal date. No increase will exceed 3% without prior approval from the university. Any other price increases for years two through five, due to change in scope of work, will require a waiver from the university.

Respondents must be able to provide evidence of their financial ability to perform the terms and conditions of the contract. Each respondent must include independently audited financial statements (not annual reports) for the last three years of operations. If a respondent is not required to have audits performed, a statement to that effect must be included with the cost proposal. If a respondent is not required to have independent audits performed, other evidence of financial ability to perform this project must be included. In addition, information as described above must be submitted for major subcontractors. If the respondent proposes to subcontract any portion of the work required under the contract and the subcontractor will be paid more than \$100,000, the respondent must include the same financial information for each proposed subcontractor as is required in this section for the respondent.

Describe billing system(s).

The payment terms for a purchase order are Net 30 days from receipt of an invoice. Payment terms can be negotiated if the respondent offers a discount for early payment. The successful Respondent shall not invoice for any amounts not explicitly allowed for in this RFP.

Invoices must be submitted directly to legal@rice.edu.

The university reserves the right to change requirements at any time during the process provided the changes are justified and that modifications would not materially benefit or disadvantage a respondent. Any modifications and/or amendments to the RFP will be made prior to receipt of proposals and all potential respondents made aware of the changes. Additionally, the modifications and/or amendments will be posted on the university's website.

D. Appendices as noted above (no limit)

- Technical diagrams or specifications
- Existing security and accessibility assessments
- Resumes of project personnel
- Application support model

5.2 CONTRACT FORM AND TERM

The preferred form of the contract between Rice University and the successful Respondent is the Rice Professional Services Agreement (copy attached). The university seeks to award contracts for call center services on a “per event” basis.

The contract's initial term is for the scope of the project but may have an extended term for one year with three one-year optional renewals as agreed upon by Rice University and successful Respondent.

Submission of proposals indicates acceptance of all conditions contained in this RFP.

6.0 METHOD OF AWARD AND EVALUATION

6.1 EVALUATION CRITERIA

Following the deadline for submittals, a selection committee will review the submitted proposals. The selection committee will review, analyze, and rank all submittals based on their response to the information requested. The selection process will include the following criteria in the evaluation of proposals. These criteria are not necessarily listed in order of importance.

- Proposed Cost
- Experience and qualification of the firm
- Fit with Rice’s functional and technical requirements
- Understanding of the proposed project plan
- Implementation plan and milestones
- Overall proposal and completeness

6.2 METHOD OF AWARD

All qualified proposals will be evaluated, and award(s) will be made to the Respondent(s) meeting the RFP requirements, and best fits the needs of the university. Rice University reserves the right to finalize a contract with one or more firms based on all factors involved in the written qualification submittal without further discussion or interviews. Proposals will generally be evaluated according to completeness, content, and experience with similar projects, the Respondent and its staff’s ability, and cost. Respondents are cautioned that this is a request for offers, not an offer or request to contract, and the university reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the university.

7.0 GENERAL TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the Respondent's responsibility to read this entire document, review all enclosures and attachments, and any addenda, and comply with

all requirements specified herein, regardless of whether appearing in these Instructions to Respondents or elsewhere in this RFP document.

2. **LATE PROPOSALS:** Late proposals, regardless of cause, may not be considered, and can be automatically disqualified from further consideration. It shall be the Respondent's sole responsibility to ensure the timely submission of proposals.
3. **HISTORICALLY UNDERUTILIZED BUSINESS:** Rice University is committed to retaining vendors from diverse backgrounds. It invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. In particular, Rice University encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors.
4. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, Rice University will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Respondent, with specific trade secret information enclosed in boxes, marked in distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Any material labeled as confidential constitutes a representation by the Respondent that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret. Respondents are urged and cautioned to limit the marking of information as a trade secret or as confidential as possible. If legal action is brought to require the disclosure of any material so marked as confidential, the university will notify Respondent of such action if feasible to allow Respondent to defend the confidential status of its information.
5. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender-neutral. The singular of any word or phrase shall be read to include the plural and vice versa.
6. **INFORMAL COMMENTS:** Rice University shall not be bound by informal explanations, instructions, or information given at any time by anyone on behalf of the university during the competitive process or after award.
7. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Respondents in preparing or submitting offers are the Respondents' sole responsibility; Rice University will not reimburse any Respondent for any costs incurred or associated with the preparation of proposals.
8. **SITUS AND GOVERNING LAWS:** The (agreement between Rice University and the successful respondent (the "Successful Respondent") relating to this RGP (the "Contract") is made under and shall be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws rules, and within which State all matters, whether sounding in contract or tort or otherwise, relating to its validity, construction, interpretation, and enforcement shall be determined.
9. **PAYMENT TERMS:** If a payment schedule is not part of the Contract then payment terms will be Net 30 days after receipt of a correct invoice or acceptance of goods or services, whichever is later. Unless the respondent offers discount terms for early payment and agreed by the university.
10. **NON-DISCRIMINATION:** The Successful Respondent will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees

without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.

11. **ADVERTISING:** The Successful Respondent agrees not to use the existence of the Contract or the name of Rice University as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the university is willing to act as a reference by providing factual information directly to other prospective customers.
12. **INSURANCE: COVERAGE -** During the term of the Contract, the Successful Respondent, at its sole cost and expense, will be required to submit a Certificate of Insurance to execute a contract as required in Exhibit A. Note the insurance coverages required in Exhibit A will be included in the final service agreement.
13. **GENERAL INDEMNITY:** The Successful Respondent shall indemnify, hold harmless, protect and defend Rice and its trustees, officers, employees and representatives for, from and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees, of any nature whatsoever (including, but not limited to, damage to or loss of property, bodily injury or death), directly or indirectly arising out of or in connection with the performance of Respondent's obligations under the Contract.
14. **CONFIDENTIALITY:** Any Rice University information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Respondent under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval by Rice University.
15. **COMPLIANCE WITH LAWS:** The Successful Respondent shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of Federal, State, and local agencies having jurisdiction and/or authority.
16. **AMENDMENTS:** The Contract may be amended only by a written amendment duly executed by Rice University and the Successful Respondent.
17. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

-END-