

**AGREEMENT**

**BY AND BETWEEN**

**COLORADO SEMINARY WHICH OWNS AND OPERATES UNIVERSITY OF DENVER**

**AND ITS COLORADO EVALUATION AND ACTION LAB AND**

**[NAME OF SERVICE PROVIDER]**

**FOR PROVISION OF SERVICES IN CONNECTION WITH**

**[Project Name]**

This Agreement is entered into as of [\_\_\_\_\_, 20\_\_] by and between the Colorado Seminary which owns and operates University of Denver and its Colorado Evaluation and Action Lab, hereinafter referred to as "Colorado Lab" and [Name of Service Provider], hereinafter referred to as "Service Provider," a [State of Incorporation, Entity Type] doing business at [Address] for the provision of services in connection with the project known as *[Project Name]*.

**ARTICLE 1. SCOPE OF SERVICES, DELIVERABLES, AND MILESTONES**

1.1 Service Provider shall provide the necessary personnel, equipment, facilities, and supplies to perform the "Services" and submit the "Deliverables" and "Milestones" as specified, and by the completion dates, in the Scope of Services, Deliverables and Milestones, incorporated herein as Exhibit 1. Service Provider shall perform the Services hereunder in compliance with all applicable laws, rules and regulations, and the Agreement general provisions, Exhibit 2, ~~herein~~.

1.2 If Service Provider cannot meet a specified delivery date, it shall immediately notify Colorado Lab as to the earliest possible date it can deliver the required Deliverable(s). Such notification, however, shall not be construed to relieve Service Provider of any contracted obligation set forth in this Agreement, nor shall it limit Colorado Lab's rights, remedies, duties or obligations.

1.3 It is understood and agreed by the parties that any predecessor or interim agreement related to the Services is superseded and replaced by this definitive Agreement. Any performed, costs incurred, or claims arising out of predecessor or interim agreements shall be subject to the terms and conditions of this definitive Agreement, including any and all proscriptions, limitations, authorizations and definitions contained herein. In no event, however, shall either the work performed under a predecessor or interim agreement, or any consideration for such work be construed to be in addition to or separate from this definitive Agreement.

**ARTICLE 2. COORDINATION**

2.1 Service Provider shall designate [Point of Contact] and other key staff for this Agreement and shall provide prior notification to and obtain the approval of Colorado Lab if a new or alternate point of contact or key staff is designated.

2.2 Service Provider shall perform its administrative Services through coordination with Elysia Clemens, PhD, Colorado Lab's Deputy Director, and its project Services with the Colorado

Lab assigned project manager or principal investigator. Colorado Lab shall provide notification to Service Provider if a new or alternate project manager or principal investigator is designated.

### **ARTICLE 3. PERIOD OF PERFORMANCE**

3.1 The period of performance under this Agreement shall begin on [\_\_\_\_\_, 20\_\_] and shall end on [\_\_\_\_\_, 20\_\_], unless modified by the mutual written agreement of the parties.

3.2 Any terms or conditions providing obligations on the part of either party that are clearly intended by the parties to survive agreement completion or termination shall be in full force and effect until the obligation has been fulfilled. Such obligations, for example, may include but not be limited to copyright, indemnification, audit, and confidentiality of information.

3.3 Upon notice of termination of this Agreement, Service Provider shall take timely, reasonable and necessary action to protect and preserve all written and other materials (including Deliverables in whatever status of completion) in the possession of Service Provider that is owned by Colorado Lab or was produced by Service Provider under this Agreement. Upon the effective date of termination, all materials in the possession of Service Provider owned by Colorado Lab shall be immediately returned to the Colorado Lab. Upon receipt of payment of all fees and reimbursement of reasonable expenses incurred through the effective date of termination, Service Provider shall deliver to Colorado Lab all written and other materials (including Deliverables in whatever status of completion) produced by Service Provider up to the effective date of termination.

3.4 Upon termination or expiration of this Agreement, Service Provider's access to Colorado Lab servers will be terminated. Service Provider will ensure that all data in its possession, including Protected Data (as defined in Exhibit 2) permitted to be copied or transferred from the Colorado Lab server, are securely returned or destroyed as directed by Colorado Lab or the applicable data sharing agreements. Service Provider shall use facilities and methods that are secure and compatible with the relevant systems of Colorado Lab or its transferee, and to the extent technologically feasible, and permit Colorado Lab to have reasonable access to the Colorado Lab data during the transfer. In the event that Colorado Lab requests destruction of data, Service Provider agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which the Service Provider might have transferred data. Service Provider agrees to provide documentation of data destruction to Colorado Lab.

### **ARTICLE 4. AUTHORSHIP CREDIT**

4.1 Service Provider will be permitted to present at symposia or professional meetings and to publish in books, journals, and other media of their choosing, any and all material related to the Project that were made publicly available through the Project communication plan ("Publication"). Service Provider shall abide by the policies of journals in which a Publication will appear as to such matters as the public release or availability of data related to the Publication.

4.2 Service Provider shall ensure that all who have made a substantive contribution to the Project are listed as authors.

4.3 Service Provider shall take responsibility and credit, including authorship credit, only for work they have actually performed or to which they have contributed.

4.4 Service Provider shall ensure that principal authorship, authorship order, and other publication credits are based on the relative scientific or professional contributions of the individuals involved, regardless of their status or affiliation. Given the nature of projects funded by the Colorado Lab, it is anticipated that some projects may include government agency or Colorado Lab staff as co-authors.

4.5 Service Provider shall ensure all authors listed on the Project have the opportunity to review the Publication in advance of release, to remove their name and affiliation, or to request adjustments to the order of authorship.

4.6 Service Provider shall specify the criteria for making authorship determinations in the analysis plan and document the anticipated order of authorship on Colorado Lab-funded Deliverables.

## **ARTICLE 5. INTELLECTUAL PROPERTY**

5.1 All Deliverables shall be created by Service Provider for Colorado Lab., All Deliverables that are specifically commissioned by Colorado Lab and originally created by Service Provider for Colorado Lab are “work made for hire” for Colorado Lab under applicable copyright law. Colorado Lab owns all right, title and interest in the Deliverables. To the extent any Deliverables do not qualify as a work made for hire, Service Provider hereby assigns to Colorado Lab (and its successors and assigns) all right, title and interest in and to the Deliverables, including all intellectual property rights therein. To the maximum extent permitted by law, Service Provider waives all moral rights that may exist in the Deliverables.

5.2 Service Provider grants the Colorado Lab a non-exclusive, non-commercial, perpetual, worldwide, transferable, royalty-free license (the “License”) to:

- any and all work product, source code, computer programs, applications, writings, other works of authorship, copyrights, inventions, designs, utility models, patents, and trademarks.;
- applications or derivatives of or related to any of the foregoing; and
- any other intellectual property rights;

that are created by Service Provider during the Term and in the performance of the Project that are not Deliverables (“the Intellectual Property”). The License includes at least the following rights: (i) to make or have made, use, import, or provide any service, product, method, or apparatus, covered by the Intellectual Property; (ii) to reproduce, prepare derivative works of, make improvements to, perform, display, and distribute any work, process, or service, covered by the Intellectual Property; and (iii) a limited right to sublicense the Intellectual Property to third-parties either for use by any such third party solely to support the Colorado Lab’s non-commercial use of the Intellectual Property, or for non-commercial use by any such third party.

5.3 Service Provider represents that it has full and sufficient right, title and authority to grant the rights and/or licenses granted to the Colorado Lab under this Agreement, and to the best of Service Provider’s knowledge that the services performed by Service Provider pursuant to this Agreement will not infringe or constitute a misappropriation of any right of any third party, including any copyrights, trademark rights, or confidentiality rights.

**ARTICLE 6. RESEARCH ETHICS AND TRANSPARENCY**

6.1 Service Provider will adhere to the research-related ethical codes of their disciplines.

6.2 Service Provider will meet or exceed project-relevant data security and privacy agreements.

6.3 Service Provider will submit an analysis plan prior to collecting or receiving outcome data (see Exhibit 1). Changes to the analysis plan must be documented in writing and approved by the Colorado Lab.

6.4 Service Provider will register their analysis plan on the Open Science framework if they are conducting a randomized control trial or quasi-experimental design.

**ARTICLE 7. COMPENSATION AND PAYMENT**

7.1 In consideration of and for timely performance of good and valuable Services and satisfactory delivery of the Deliverables, as may be delivered from time to time, Service Provider shall be paid an amount not to exceed \$[X,XXX.XX]. The total payment made to Service Provider shall constitute full and complete satisfaction for its performance hereunder and for compliance with all Agreement requirements. Service Provider’s payments shall be based on delivery and acceptance of the Services, Deliverables based on the Milestones achieved as set forth in Exhibit 1.

7.2 Service Provider shall submit an invoice in a timely manner consistent with the Deliverables described and timeframes specified in Exhibit 1.

7.3 Invoices should be submitted on Service Provider's letterhead, reference this Agreement and include the signature and title of an appropriate official certifying to the Services performed and delivery of Deliverables. Payment will be made within 30 days after receipt of a correct and proper invoice and acceptance of the Services and Deliverables by Service Provider. Invoices for this Agreement should be submitted electronically in PDF file format to:

coloradolab@du.edu  
cc: [Insert Project Manager Name]

**ARTICLE 8. NOTICE**

All notices required or permitted to be given hereunder shall be sufficient if in writing and personally delivered; or if sent by certified mail, return receipt requested and postage prepaid, addressed as follows:

If to Service Provider:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

If to Colorado Lab:

Colorado Evaluation and Action Lab  
University of Denver  
2255 East Evans Ave.  
Denver, CO 80208  
Attention: Elysia Clemens, PhD, Deputy Director

**ARTICLE 9. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between Service Provider and Colorado Lab with respect to the subject matter hereof, and supersedes and replaces any other arrangements, oral or written, between the parties hereto pertaining to the subject matter of this Agreement. To the extent that any provisions of any attachment, exhibit or any document referenced herein conflict with this Agreement, the terms of this Agreement shall control and take precedence. No waiver, modification or amendment of any of the terms and conditions hereof shall be effective unless set forth in writing and duly signed by both Colorado Lab and Service Provider.

**SIGNATURE PAGE**  
**AGREEMENT FOR**  
**PROVISION OF SERVICES IN CONNECTION WITH**  
**[PROJECT NAME]**

**IN WITNESS WHEREOF**, the respective Parties have entered into this Agreement on the Effective Date.

**COLORADO SEMINARY WHICH  
OWNS AND OPERATES  
UNIVERSITY OF DENVER AND ITS  
COLORADO EVALUATION AND  
ACTION LAB**

**[SERVICE PROVIDER]**

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT 1**

**SCOPE OF SERVICES, DELIVERABLES AND MILESTONES**

**I. SERVICES**

Service Provider will partner with the Colorado Lab in the form of a project entitled [Project Name] (“Project”). The Project goal is to [description of project goal / scope of services].

**II. DELIVERABLES AND MILESTONES**

**Reporting Elements and Timeline:**

Service Provider shall provide the Colorado Lab with a total of [INSERT NUMBER] deliverables for public dissemination, as follows (“Deliverables”):

[List project specific documentation for Deliverable one and the products (e.g., a report, brief, or training tool) associated with Deliverables four and five in chart below. Please be specific about the format for each product. If payment is proposed for a milestone (e.g., recruit and enroll participants), then a memo may be appropriate.]

All Deliverables and Milestones will be completed by Service Provider as soon as practicable and in no event later than the deadlines specified below, unless Service Provider has received the Colorado Lab’s prior written consent to amend these deadlines.

<b>DELIVERABLE-BASED PAYMENT</b>		
<b>Milestones and Deliverables</b>	<b>Completion Date</b>	<b>Cost</b>
<b>1. Submit Project Documentation:</b> (1) Colorado Lab-approved analysis plan that includes a detailed project timeline, (2) Institutional Review Board (IRB) approval, and (3) If applicable, list required data sharing agreements (DSA) (e.g., DSA with Colorado Department of ____).	[complete before key deliverables]	Up to 20% of Project
<b>2. First Partnership Meeting:</b> Hold the first in-person partnership meeting among the research team, Lab staff, and government partners during which Stage I of the communications plan is discussed. Submit completed Stage I of the communications plan.		Up to 5% of Project
<b>3. Second Partnership Meeting:</b> Hold the second in-person partnership meeting among the research team, Lab staff, and government partners during which preliminary findings are presented and Stage II of the communications plan is discussed. Submit any revisions to Stage I of communications plan and submit completed Stage II of		Up to 25% of Project

DELIVERABLE-BASED PAYMENT		
Milestones and Deliverables	Completion Date	Cost
the communications plan. Anticipated authorship list and order for each product is included in the communications plan.		
<b>4. Complete Draft of Product(s):</b> Submit a complete draft of each product to Lab including all analyses for feedback on content and formatting. Use appropriate Lab report or presentation templates and citations guidance. <ul style="list-style-type: none"> <li>• <b>List Products Here (e.g., Technical Report; Policy Brief; PPT Training Tool)</b></li> </ul>		Up to 20% of Project
<b>5. Final Products(s)</b> Respond to Lab and government partner feedback in a timely manner until a Lab- and government partner-approved version of each product is ready for public release. <ul style="list-style-type: none"> <li>• <b>List Products Here (e.g., Technical Report; Policy Brief; PPT Training Tool)</b></li> </ul>		Up to 20% of Project
<b>6. Dissemination</b> Complete all dissemination activities articulated in the communications plan.	Project end date	Up to 10% of Project

**A condition of acceptance of all products under Deliverable five is readiness for public release, which may require incorporation of feedback from government partners and/or the Colorado Lab.**

In addition, the Service Provider will deliver a monthly memo summarizing the following (1) accomplishments since the last memo tied to the project timeline, (2) confirm the project timeline is on track or discuss modifications, (3) unanticipated outcomes, which may include: surprising findings, great connections to policy or practice, and opportunities to apply information or extend partnerships, and (4) barriers to timely progress and/or how the Colorado Lab can support the Service Provider team. These memos will be used to guide conversations between the Service Provider team and the Colorado Lab. **These memos are due on the first business day of each month and are to be submitted via the Colorado Lab’s project management tool, Wrike, or other method as designated by Colorado Lab.**

### III. PARTNER REVIEW OF PRODUCTS AND COMMITMENT TO MUTUALISM

The Colorado Lab is committed to developing and sustaining mutualistic partnerships among researchers and government agencies. A plan for engaging Project relevant partners (e.g., government agencies, stakeholders) and the Colorado Lab in the development and finalization of products must be documented and shared with all identified partners (see Deliverable 1).



The expectation is that the spirit of mutualism will drive the implementation of product review. Researchers will be responsive to Project partners and adapt the plan as needed throughout the life of the Project and in consultation with the Colorado Lab.

#### IV. AGREEMENT PUBLICITY

Any description or mention of the Project beyond an abstract approved by the Colorado Lab and acknowledgement of funding (below) must be approved in writing by the Colorado Lab.

*Acknowledgement of Funding: This research was supported by the Colorado Evaluation and Action Lab of the University of Denver. The opinions expressed are those of the authors and do not represent the views of the Colorado Lab or the University of Denver.*

#### V. TERM

Services will be completed by [\_\_\_\_\_, 20\_\_].

Exhibit 2

AGREEMENT TERMS AND CONDITIONS  
GENERAL PROVISIONS

By acceptance of this Agreement and/or performance hereunder, Service Provider agrees to comply fully with the terms and conditions as set forth herein. Acceptance of this Agreement is expressly limited to the terms and conditions incorporated herein by full text or by reference.

- 1. Work Products.** Colorado Lab acknowledge that Service Provider may develop for itself, or for others, problem solving approaches, frameworks or other tools or information similar to the materials and processes developed in performing the Services and nothing contained herein precludes Service Provider from developing or disclosing such materials and information provided that the same do not contain or reflect Confidential Information.
- 2. Availability of Data Collected or Developed.** Service Provider shall promptly deliver to Colorado Lab all data collected or developed under this Agreement upon written request from Colorado Lab.
- 3. Service Provider Prior Developed Materials:** Colorado Lab acknowledges that the Deliverables may in whole or in part be created using Service Provider prior acquired knowledge, skill and expertise, and may include Service Provider proprietary information and prior developed intellectual property of Service Provider, which Service Provider shall continue to own and have an unrestricted right to use for other purposes. To the extent that such Service Provider prior developed and proprietary materials are included in the Deliverables, Colorado Lab shall have a perpetual, non-exclusive, royalty free, transferable license to use the proprietary materials as part of the Deliverables. Service Provider may retain archival copies of the Deliverables for Service Provider's internal use, and nothing herein shall prevent Service Provider from continuing to use Service Provider's information, knowledge, skill and/or expertise for other purposes.
- 4. Complete Agreement:** This Agreement, including the terms and conditions contained herein, constitute the complete and final agreement between Colorado Lab and Service Provider.
- 5. Warranties and Inspections:** Service Provider warrants that all Services performed under this Agreement will conform to the requirements of this Agreement and agrees that the information and materials delivered under this Agreement will be reasonably accurate and developed in accordance with the highest professional standards.
- 6. Patents and Copyright:** Service Provider agrees that the articles, materials or reports delivered under this Agreement to the best of Service Provider's knowledge do not infringe any valid patent or copyright.
- 7. Taxes:** Colorado Lab will not pay Service Provider any State or Local Sales, Use or similar tax unless separately stated and itemized herein, or Federal Excise Tax, unless included in the prices stated herein, and Service Provider agree that, except as otherwise provided herein, all such taxes, which at the date of this order, Service Provider is required by law to collect from Colorado Lab, are so included or separately stated and itemized herein. Service Provider further agrees that the prices stated herein do not, and the amounts invoiced hereunder will not, include any tax with respect to which exemption is available or indicated by Colorado Lab herein or otherwise, or any Federal Excise Tax with respect to which Colorado Lab has furnished an applicable exemption certificate. If, after the date of this order, and prior to date of shipment, any taxes charged to Colorado Lab herein (whether separately stated and itemized or included in the prices stated herein) are increased, or Service Provider is relieved in whole or part of the burden of sales taxes, the prices (or taxes, if separately stated) shall be correspondingly increased or reduced.
- 8. Compliance with Laws and Regulations:** Service Provider agrees that its performance under this Agreement is subject to applicable laws, regulations and directives of the State of Colorado and the United States Government.
- 9. Waiver of Rights:** Any waiver of strict compliance with the provisions of this order shall not be deemed a waiver of either party's rights to insist upon strict compliance thereafter.
- 10. Insurance:** Service Provider shall maintain adequate insurance coverage and limits of liability for:

Workers Compensation Insurance, Commercial General Liability, Personal Injury/Professional Liability, Comprehensive Automobile Liability, Professional Liability, and Errors and Omissions Insurance.

**11. Non-solicitation:** Parties shall not, during the term of this Agreement and for a period of one year after its expiration or termination, directly recruit or hire or establish any consultancy or other working engagement with an employee of the other Party directly involved in the performance or management of the Services under this Agreement. The foregoing provision will not prevent either Party from hiring any such person who contacts that Party as a result of responding to general advertisements placed in trade journals, newspapers or similar publications, or on the Internet.

**12. Confidentiality; Protected Data:**

- a. "Confidential Information" is non-public information or data about an individual or non-public information of an identifiable institution or organization.
- b. "Confidential Information" shall include, but not be limited to, an individual's educational records, employment history and related records, financial transactions, medical history, and criminal history. The information may or may not contain personally identifying information (information by which an individual may be identified, e.g. name, Social Security Number, or other identifying number, address, finger or voiceprint, passport number, or a photograph).
- c. The Parties recognize that certain Confidential Information may be furnished by one Party to the other Party in connection with the Project. Both Parties agree that they will not disclose the other Party's Confidential Information to any third party without the other Party's consent. Service Provider will use Confidential Information only for the purpose of fulfilling its duties under this Agreement. Confidential Information will not be stored outside the United States without prior written consent from Colorado Lab. Service Provider will provide access to Confidential Information only to its employees and subcontractors who need to access the data to fulfill Service Provider obligations under this Agreement. Service Provider will ensure that employees who perform Services under this Agreement have read, understood, and received appropriate instruction as to how to comply with

the confidentiality provisions of this Agreement.

- d. Colorado Lab recognizes and confirms that Service Provider will use and rely primarily on the Confidential Information and on other information provided to Service Provider by Colorado Lab in performance of this project without having independently verified the same and Service Provider does not assume responsibility for the accuracy or completeness of the Confidential Information or other information so provided by ColoradoLab.
- e. The obligations of confidentiality specified in this Agreement shall not apply to any information that: (a) is already in the possession of Service Provider without obligation of confidentiality; (b) is or becomes publicly available without breach of this Agreement by Service Provider; and (c) is rightfully received, free of restrictions, by Service Provider from a third party.
- f. This Paragraph 12 shall survive termination or completion of this Agreement.
- g. In the event that Service Provider receives a request to disclose all or any part of any Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee, such disclosure by Service Provider shall not constitute a violation of this Agreement provided that Service Provider promptly notifies Colorado Lab of the existence, terms and circumstances surrounding such request, consults with Colorado Lab on the advisability of taking available legal steps to resist or narrow such request, and if disclosure of such Confidential Information is required or deemed advisable, exercises its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information to be disclosed which Colorado Lab designates.
- h. Certain data shared by Colorado Lab may be pursuant to a data sharing agreement between Colorado Lab and third parties, including governmental entities, which may impose additional obligations regarding access and use ("Protected Data"). Access to Protected Data by Service Provider shall require Service Provider to agree to the terms of applicable data sharing agreements. All Protected Data provided by Colorado Lab may only be securely accessed on

a Colorado Lab server. Service Provider may only copy, transfer or remove any data from a Colorado Lab server upon the expressed written permission of Colorado Lab. Service Provider shall use facilities and methods for any transfer that are secure and compatible with the relevant systems of Colorado Lab, and to the extent technologically feasible, that permit Colorado Lab reasonable access to the Colorado Lab data during transfer.

**13. Termination:** Colorado Lab may terminate this Agreement at any time for cause by providing written notice to Service Provider. If Colorado Lab terminates this Agreement, then Service Provider shall stop performing Services on the date the termination notice is received. Colorado Lab shall pay, if not previously paid, Service Provider for Services satisfactorily performed, or products delivered and accepted hereunder through the date of termination and all reasonable outstanding liabilities and obligations of Service Provider arising out of this Agreement prior to the termination date. Payments shall be limited to the total amount of compensation specified in Article 7, Compensation and Payment, herein.

**14. Disputes:**

- a. Any item of disagreement arising under or relating to this subcontract not disposed of by mutual consent of the parties shall be determined to be a "Dispute"; PROVIDED THAT: a written statement or assertion be delivered pursuant to ARTICLE 8 - Notice, describing in reasonable detail the items of Dispute. Any Dispute arising under this Agreement shall be settled by agreement of the parties or pursuant to paragraph 14.b.
- b. The parties may settle such Disputes, if not agreed to between them, by arbitration at the election of either party in accordance with the Rules of the American Arbitration Association in Denver, Colorado, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
- c. Pending any decision, appeal or judgment referred to in this section on the settlement of any Dispute arising under this Agreement, Service Provider shall proceed diligently with the performance of this Agreement.

**15. Independent Contractor:** Service Provider shall engage in the performance of this Agreement as

an independent contractor. No Service Provider employee shall be deemed an employee, agent or representative of Colorado Lab and nothing contained herein shall be construed to imply or create a relationship as partners, joint ventures, or of agency between the parties hereto. Service Provider shall be responsible for payment of all income, social security or other taxes, or payments to third parties arising by reason of its performance of the Services under this Agreement.

**16. Mutual Indemnification:** Both Parties shall indemnify and hold harmless each other, their directors, officers, and employees from any and all claims or other loss that may arise from or are in connection with this Agreement or the breach thereof, except to the extent that such loss was caused by the negligence or willful misconduct of either party.

**17. Assignment:** Service Provider shall not assign this Agreement in whole or in part without the prior written consent of Colorado Lab.

**18. Subcontracting:** Service Provider shall not subcontract the Services to be provided under this Agreement, in whole or in part, without the prior written consent of Colorado Lab.

**19. Disaster Recovery:** Service Provider will exercise due diligence and care to ensure that all work, data, and material provided or otherwise obtained under this Agreement shall be protected against flood, fire and computer failure.

**20. Jurisdiction:** This Agreement shall be governed by the laws of the State of Colorado. Jurisdiction and venue shall be County of Denver, Colorado.