

Contract # 210029



CONTRACT REVIEW FORM

BOARD MEETING DATE:

10/1/2020

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
☐ Must Have Board Approval over \$100,00.00

Date Submitted: 8/27/2020

Name of Contract Initiator: Melanie Sanders

Telephone #: 904-336-6866

School/Dept Submitting Contract: ESE

Cost Center # 9005

Vendor Name: Florida State College

Contract Title: Affiliation Agreement - FSCJ

Contract Type: New ☒ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract # 190149 child care

Contract Term: 3 years 2020-2023

Renewal Option(s): Successive 3 year period

Contract Cost: None

☐ BUDGETED FUNDS - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line #

Funding Source: Budget Line #

☒ NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

☐ INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS - SEND CONTRACT PACKAGE DIRECTLY TO SBAO

Strategic Plan Tie-in Explanation or Additional Information:

Goal 5 Develop and support great educators, support personnel, and leaders.
Strategy 5.2 Provide ongoing training and support for teachers, support staff, and leaders.
Contract provides an opportunity for existing Occupational Therapist (OT) staff to mentor Occupational Therapist Assistant (OTA) students by providing diverse field experiences. This allows OT staff to hone their coaching skills and develop OTA personnel.

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE:

☒ Completed Contract Review Form

☒ SBAO Template Contract or other Contract

☒ SIGNED Addendum A (if not an SBAO Template Contract)*

*This Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

☒ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum

(If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage).

SBAO
RECEIVED
9/11/20

COVID
R.H.W.

AREA BELOW FOR DISTRICT PERSONNEL ONLY

CONTRACT REVIEWED BY: HIGHLIGHTED COMMENTS BELOW MUST BE CORRECTED BY INITIATOR

Purchasing Department B78

No cost

Review Date 9/9/2020

Note: COVID Waiver added

School Board Attorney EJB

See current contract 190149 we have for child care stundt.

Review Date 9/24/20

Other Dept as Necessary

Review Date

FINAL STATUS:

☒ APPROVED

Contract Review Process for ALL Contracts, July 2020, SBAO (web)

RECEIVED
AUG 28 2020
PURCHASING



Health Sciences Affiliation Agreement
between
Florida State College at Jacksonville
and
Clay County District Schools

THIS AFFILIATION AGREEMENT, entered into and effective as of August 1, 2020 , (the "Effective Date") by and between The District Board of Trustees of Florida State College at Jacksonville, a public body corporate of the State of Florida, ("College"), and Clay County District Schools ("Agency").

WHEREAS, the Agency has clinical and/or medical services located at 23 South Green Street, Green Cove Springs, Florida (hereinafter the "Facilities");

WHEREAS, the College provides approved program of study in the field(s) of Occupational Therapy Assistant, (hereinafter the "Program(s)"), and desires its students in the Program(s) to obtain educational experiences by utilizing appropriate facilities and personnel of third parties;

WHEREAS, Agency has the appropriate facilities and personnel for Program students (hereinafter the "Students"), and has agreed to make such facilities and personnel available to College; and

WHEREAS, Agency and College desire to cooperate to establish and implement the Program(s) involving the Students and personnel of College, and the facilities and personnel of Agency.

NOW AND THEREFORE, in consideration of mutual promises herein, College and Agency agree that the above listed Program(s) described herein be established and implemented by Agency and College during the term of this Agreement and shall be subject to the following terms and conditions:

1. RESPONSIBILITY OF AGENCY. Except for acts to be performed by College pursuant to the provisions of this Agreement, Agency shall furnish the Facilities, applicable personnel, services and all other items necessary for the educational experience, and, in connection with such Program(s), Agency also shall:
 - a) Employ medical, administrative, and direct patient care staff who are currently licensed to practice medicine in the State of Florida and who are qualified either through experience and/or academically to uphold and demonstrate standards of medicine and medical care as established by Agency.
 - b) Coordinate, with the College and staff, the schedules and activities in such a manner as to prevent conflict of schedules in the planned learning experience. This coordination involves the planning with the faculty members for the assignment of students to specific clinical laboratory rotations and experiences, including their attendance at selected conferences, courses and programs conducted under the direction of the Agency.
 - c) Cooperate with the College in enforcing College policies and procedures related to Student performance and Student conduct.
 - d) Endeavor to comply with all applicable requirements of any accreditation authority over Agency and College and certify such compliance upon request by College.

- e) Permit the authority responsible for accreditation of College's curriculum to inspect the Facilities, services and all other items provided by Agency for purposes of the educational experience upon reasonable notice.
- t) Designate a person to serve for Agency as liaison (hereinafter the "Agency Liaison"), and provide College, in writing, the name and professional and academic credentials, where applicable, of the person proposed as Agency Liaison prior to the start of the educational experience(s).
- g) Endeavor to include appropriate members of the College's faculty in Agency staff meetings when policies to be discussed will affect or are related to the Program(s) and/or Students at the Agency's discretion.
- h) Provide the Students with an appropriate orientation of Agency's policies and procedures.
- i) Provide the Students with learning opportunities under appropriate supervision.
- j) Retain ultimate responsibility for total patient care.
- k) Provide faculty and Students with emergency accident care for injuries, or illnesses of an acute nature, incurred while on duty at the Facilities. Payments for such emergency accident care shall be the personal responsibility of the individual at the individual's expense.
- l) Not guarantee it will place or maintain placement of any Student at Agency.
- m) Notify College, in writing, of any Student whose work or conduct with clients, patients or personnel is not, in the opinion of Agency, in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Agency's operation. Agency may immediately remove from the premises any Student who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior. In such event, said Student's participation in the Program(s) at Agency shall immediately cease, subject to being resumed only with the mutual written agreement of Agency and College.
- n) Encourage an atmosphere conducive to learning.
- o) Provide College faculty with access to current written policies, procedures, standards of care and protocols of Agency, which College acknowledges shall govern College students and faculty involved in the Program(s).
- p) Maintain its operating license and appropriate accreditation.
- q) Provide physical space for student/faculty conferences and meetings while they are on site for educational experiences.
- r) Not displace regular Agency employees with Student(s), nor pay wages to Student(s) for the time spent in the Program(s).

2. RESPONSIBILITIES OF COLLEGE. The College shall:

- a) Require a physical examination of all Students and College faculty and staff prior to their participation in the Program(s) at the Facilities. This examination shall include general physical exam, utilizing history and immunization assessment, and TB screening.
- b) Provide Agency, in writing, the names of the Students assigned by College to participate in the Program(s) prior to the beginning of the Program's educational experience(s).
- c) Obtain an appropriate level of criminal background screening through the State of Florida's Volunteers and Employee Criminal History System (VECHS) as Agency and College require as a prerequisite to assigning Students, faculty and staff to the Facility. Since Agency is not a VECHS qualified entity no documentation will be provided to Agency.
- d) Assign only those Students who have satisfactorily completed those portions of College curricula that are a prerequisite to Program participation, as well as appropriate health and background screenings.
- d) Not assign more Students to a clinical unit and/or an instructor than indicated for each Program by the Agency.
- e) Obtain and maintain for each Student in the Program(s), as a condition of their participation in the Program(s), and during the term of their Program participation at Agency, professional liability insurance. Such insurance shall be on a per occurrence basis in amounts no less than one million dollars/three million dollars (\$1,000,000.00/\$3,000,000.00) for personal injuries. Such professional liability insurance shall cover amounts that enrolled Students become legally obligated to pay as a result of injury or damage as a result of a medical incident at the Agency. Coverage extends to Faculty solely in their responsibilities for training, advising, and supervising Students enrolled and engaged in the curriculum of the College.
- f) Designate a member of the College's staff (hereinafter the "College Representative") to coordinate the educational experience of Students participating in the Program(s) with the Agency Liaison, and provide Agency, in writing, the name of the College Representative.
- g) Upon receipt of Agency's written notice of a Student or participating faculty whose work or conduct with clients, patients or personnel is not in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Agency's operation, evaluate such Student's or participating faculty's conduct and take appropriate action. It is understood that, if Agency takes action under the provisions of Section 1.m., that the Student's or participating faculty's participation in the Program(s) at Agency shall immediately cease, subject to being resumed only with the mutual written agreement of College and Agency.
- h) Not guarantee it will place or maintain the placement of any Program Student at Agency.
- i) Agree to require participating faculty, staff and Students to comply with the applicable policies and procedures of the Agency during the course of their participation, to the extent permitted by law and, in so far as they do not conflict with any of the College's policies and procedures, including those governing the use and disclosure of individually identifiable health information under Federal law and regulations, including but not limited to regulations under the Health Insurance Portability and Accountability Act ("HIPAA").

Solely for the purpose of defining the Students' role in relation to the use and disclosure of the Agency's protected health information, such Students are defined as members of the Agency's

workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such Students are not and shall not be considered to be employees of the Agency.

- j) Agree to require Program Students, faculty and other College-employed Program participants, as a condition of their participation in the Program(s), to execute a Confidentiality Statement [(Exhibit A) or in another form mutually accepted by the parties] with the Agency, acknowledging their responsibility under applicable Federal law and regulations, including but not limited to regulations under 1-IPAA, to keep confidential any information regarding Agency patients, as well as confidential information of the Agency.
 - k) Establish and maintain for this clinical placement, curriculum standards and educational policies that meet College standards and applicable licensing and accreditation requirements.
 - l) Administer, organize and operate the overall clinical educational Program(s).
 - m) Provide course outlines to Agency that include objectives, goals and classes for each course providing clinical experience.
 - n) Provide Agency with a copy of the Student Handbook that sets forth the rules governing student behavior.
3. **RESPONSIBILITY TO INFORM STUDENTS.** The College shall inform its Students in the Program(s) that as participants in the Program(s) they are required to:
- a) Comply with the policies and procedures of Agency, to the extent permitted by law and, in so far as they do not conflict with any of the College's policies and procedures, including the Agency's policies on confidentiality and disclosure of information.
 - b) Comply with state and federal laws and regulations.
 - c) Provide and wear the necessary and appropriate uniform while on duty at Agency.
 - d) Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of this Agreement.
 - e) Maintain the confidentiality of all records or information exchanged in the course of the Program(s).
 - t) Acknowledge and agree that neither the College nor the Agency guarantees to place or maintain placement of any Program Student under this Agreement.
 - g) Execute and abide by the Confidentiality Statement (Exhibit A) pursuant to Section 2(j) above.
4. **PROGRAM COORDINATION.**
- a) College and Agency agree to work together to establish and maintain a quality Program. Agency agrees to take an active role in suggesting education policy, curriculum, and course content.

- b) College and Agency agree to provide representatives to form a Liaison Committee to meet periodically to fashion, discuss, evaluate, and make recommendations to revise the Program experience at Agency. College agrees upon request to provide representatives from College faculty to serve on Agency committee(s) relevant to the Program(s).
- c) The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than College. College agrees to provide guidance to Agency with respect to complying with FERPA. Both parties agree to maintain strict confidentiality of students' activities and their records in accordance to College policies and procedures and applicable state and federal laws and regulations.
- d) Neither party, nor any joint committee, shall have the power to obligate College or Agency resources, or commit either, to any particular action.
- e) Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations and in compliance with the standards, rulings, and regulations of the Joint Commission, the Florida Department of Health, the Florida Agency for Health Care Administration, and all other agencies and departments with licensing or regulatory authority over Agency or College, as well as their own respective institutional rules and regulations.
- t) The parties hereto acknowledge and agree that College is a political subdivision of the State of Florida. As such College's performance under this Agreement and any amendments hereto or attachments herewith, shall at all times be subject to any and all Florida laws, Florida regulations and District Board of Trustees Rules which are applicable to the College's operations, commitments and/or activities in furtherance of any terms specified herein. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the College to be sued; or (iii) a waiver of sovereign immunity of the College beyond the waiver provided in Section 768.28, F. S. As College is a political subdivision of the State of Florida, this Agreement is subject to the applicable provisions of Florida Statutes regarding public access and other issues. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of law.
- g) Agency acknowledges that College, as a political subdivision of the State of Florida is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. The parties agree to comply with applicable Florida Statutes as it relates to the maintenance, generation and provision of access to all public records related to this Agreement.
- h) **PROGRAM INTEGRITY:** Pursuant to U.S. Department of Education rules and regulations codified in 34 Code of Federal Regulations (CFR) Sections 668.71 - 668.75, an educational institution eligible for Title IV student aid and loan funding, and any educational partners of the institution, must comply with federal guidelines regarding representations made to students. Agency, as a partner with the College in the delivery of a portion of an educational program, must ensure that no employee of Agency misrepresents to any student any of the following:
 - 1. The nature of the Program or any other education program at the College

2. The nature of the costs associated with the Program or any other educational program at the College.
 3. The employment or salary a graduate will secure after completion of the Program or any other program at the College. Agency agrees to review Attachment B and to abide as instructed in the Attachment. Agency further agrees to provide training or review to its employees as needed to comply with the federal guidelines.
5. **REQUEST FOR WITHDRAWAL OF STUDENT.** The Agency has the right to request the College to withdraw any Student from the Program(s) whose conduct or work with patients or personnel is not, in the opinion of the Director/Administrator of the Agency, in accordance with acceptable standards of performance. The College may at any time withdraw a Student whose progress, conduct, or work does not meet the standards of the College for continuation in the Program(s). Final action concerning the Student is the responsibility of the College.
6. **INDEPENDENT CONTRACTOR.** The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party. Students shall participate in the Program(s) hereunder for the sole consideration of obtaining an educational experience. No Program Student or participant shall be considered an employee or volunteer of Agency by virtue of that Program participation.
7. **A. INSURANCE OF COLLEGE.** Agency acknowledges that College is self insured for worker's compensation, general liability, and other coverage, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the College. Its self insured fund and various policies are authorized pursuant to Florida Statutes and the District Board of Trustees. The College agrees to maintain its self insurance fund and excess policies for the duration of this Agreement. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the College to be sued; or (iii) a waiver of sovereign immunity of the College beyond the waiver provided in Section 768.28, Florida Statutes.

B. INSURANCE OF AGENCY. Agency shall maintain, at its own cost and expense, general and professional liability insurance covering Agency as an entity and each of its professional health care employees against professional liability (malpractice) claims and general liability claims, each in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. Such insurance shall be on a per occurrence basis. Evidence of such insurance shall be provided to College upon request.
8. **ASSIGNMENTS.** This Agreement may not be assigned to a third party without the prior written consent of the non-assigning party.
9. **NO THIRD PARTY BENEFICIARIES.** This Agreement is made solely for the benefit of Agency and College, and is not intended to create rights or any cause of action in any third parties.
10. **PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default hereunder, or give rise to any claim for damages.

11. **TERM/TERMINATION.** The term of this Agreement shall be for a period of three (3) years commencing on the Effective Date and may be renewed for successive three (3) year periods if agreed upon in writing by the parties hereto. If either party to this Agreement wishes to terminate the Agreement early, it is understood that at least ninety (90) days prior written notice shall be given prior to the proposed termination date of the Agreement. And, if such notice is given, this Agreement shall terminate at the end of the ninety (90) days' notice; EXCEPT THAT the Program(s) shall continue as necessary for the purpose of permitting Students actually participating in the Program(s) at the time of termination to finish the Program(s) at Agency.
12. **APPLICABLE LAW.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida. The parties submit to the jurisdiction and venue of the local state and federal courts located in Duval County, Florida.
13. **NONDISCRIMINATION.** During this Agreement, neither party shall discriminate against any person on the basis of race, color, religion, gender, national or ethnic origin, disability or veteran or marital status.
14. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein. Except as may otherwise be expressly set forth in this Agreement, neither College nor Agency make any representations, warranties, covenants or undertakings of any kind, express or implied.
15. **AMENDMENTS AND MODIFICATIONS.** All amendments and modifications to this Agreement shall be made by written mutual consent of both parties, which shall include the date and signatures of parties agreeing to the amendment(s) and/or modification(s).
16. **COPIES OF AGREEMENT.** Copies of this Agreement shall be placed on file and be available at the College and at the Agency.
17. **NOTICES.** All notices under this Agreement shall be in writing and delivered by personal delivery or United States, certified, return receipt requested, mail. Such notices shall be delivered to the following:

If to College: Dr. Neal Henning
 Dean of Health Sciences
 4501 Capper Road
 Jacksonville, FL 32218

with a copy to: Office of General Counsel
 Florida State College at Jacksonville
 501 West State Street, Suite 403
 Jacksonville, FL 32202


If to Agency: David Broskie
 Superintendent
 Clay County District Schools
 23 South Green Street
 Green Cove Springs, FL 32043

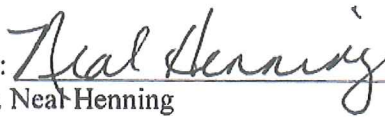
18. **ELECTRONIC SIGNATURES.** The Parties agree that this Agreement may be executed and delivered by facsimile, electronic mail, or any other suitable electronic means, and the Parties agree that signatures delivered by any of the aforementioned means shall be deemed to be original, valid, and binding upon the Parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

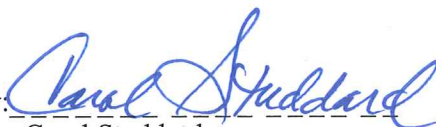
IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Agreement as of the day and date first written above, and each agrees to be bound by the provisions hereof.

Clay County District Schools

Florida State College at Jacksonville

By:  _____
David Broskie
Superintendent

By:  _____
Dr. Neal Henning
Dean of Health Education

By:  _____
Carol Studdard
Board Chairman

Federal ID # 59-60000552

Federal ID# 59-1149317

(EXHIBIT A)

CONFIDENTIALITY STATEMENT

School: _____

Program(s): _____

Facility/Agency: _____

The undersigned hereby acknowledges his/her responsibility under applicable federal law and regulations, including but not limited to regulations under the Health Insurance Portability and Accountability Act ("HIPAA"), to keep confidential any information regarding Facility/Agency patients, as well as all confidential information of Facility/Agency. The undersigned agrees, under penalty of law, not to reveal to any person or persons any specific information regarding any patient, except to authorized clinical staff and associated personnel of the Facility/Agency and, as necessary, to other Program Participants/Students at the Facility/Agency who are supervising or assisting the undersigned in the provision of services at Facility/Agency. The undersigned further agrees not to reveal to any third party any confidential information of Facility/Agency, except as required by law or as authorized by Facility/Agency.

Dated this _____ day of _____, 20

Program Participant/Student

Print Name

Witness

Print Name

Masks are Mandatory and a signed COVID-19 Waiver will be required by all Vendors, Visitors, Volunteers, Non-Employees, ETC. conducting business on our property.

COVID-19 WAIVER

SCHOOL BOARD OF CLAY COUNTY, FLORIDA
RELEASE OF LIABILITY AND ASSUMPTION OF RISK RE: COVID 19 INFECTION

In consideration of being allowed to participate in any way in any activity which takes place on Clay County School District ("CCSD") property (facilities or grounds) I, the undersigned vendor, volunteer, parent, or legal guardian, acknowledge, understand, and agree that by participating in events and activities at Clay County School District facilities/property: (1) there are certain risks to me and my child(ren) arising from or related to possible exposure to communicable diseases including, but not limited to, COVID-19, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for the Coronavirus Disease (also known as COVID-19) and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases"); (2) I am fully aware of the hazards associated with such Communicable Diseases and; (3) I knowingly and voluntarily assume full responsibility for any and all risk of personal injury or other loss that I may sustain in connection with such Communicable Diseases, and; (4) I, for myself or for my minor child(ren) or ward(s), and on behalf of my/our heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, **HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE CLAY COUNTY SCHOOL BOARD** ("The District") and its officers, officials, agents, representatives, employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises upon which CCSD related events and activities take place (the "Released Parties"), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any ILLNESS, INJURY, DISABILITY, DEATH, OR OTHER DAMAGES incurred due to or in connection with any Communicable Diseases, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, to the fullest extent permitted by law.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I certify that I am the legal parent/guardian of the MINOR CHILDREN listed below, and that I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE and affirm that I, on behalf of myself and my minor child(ren), do consent and agree to the complete, total and unequivocal release of all the Released Parties as provided above.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant/Vendor/Volunteer/Parent Signature

Date

Printed Name

Name of each minor child for whom this Release applies, if applicable:

FORCE MAJEURE, if applicable to an existing written Agreement: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.