

**PROVIDER COVENANT TO COMPLY WITH
COVID-19 POLICIES AND PROCEDURES**

The undersigned vendor or supplier (the “**Provider**”) is providing goods, equipment, or services to the University of Pittsburgh (the “**University**”) and, in connection therewith, will gain access to real property owned, leased, or controlled by the University (collectively, “**University Property**”). For the avoidance of doubt, Provider hereby acknowledges and agrees that the Provider will comply with, and ensure that all Provider personnel comply with, all applicable University policies and procedures related to COVID-19 (collectively, the “**COVID-19 Rules**”). The COVID-19 Rules are available on the University of Pittsburgh Public Safety & Emergency Management webpage at <https://www.coronavirus.pitt.edu/faq/providers-vendors-and-suppliers> and linked to the University’s Purchasing Policies webpage at <https://www.ppt.pitt.edu/about-us/policies>.

The Provider further acknowledges and agrees that the Provider will continue to monitor and comply with all COVID-19 Rules, as updated or amended by the University from time to time. In addition, the Provider shall comply with any other requirements reasonably imposed by the University relating to access, safety, or security in connection with the Provider’s provision of goods, equipment, or services to the University on the University Property from the time the University gives Provider notice thereof.

Notwithstanding the foregoing, Provider shall, at all times, comply with all applicable laws, rules, regulations, and generally recognized industry standards in connection with the Provider’s provision of goods, equipment, or services to the University on the University Property. Such recognized industry standards shall include, without limitation, that the Provider creates and follows, and ensures that all Provider personnel follow, a written COVID-19 mitigation and management policy.

This Provider Covenant to Comply with the COVID-19 Rules (the “**Covenant**”) shall supplement any and all agreements between the Provider and the University related to the Provider’s provision of goods, equipment, or services to the University. The Provider represents and warrants that this Covenant has been duly executed by the Provider’s representative whose signature is set forth below.

This Covenant shall be governed by the laws of the Commonwealth of Pennsylvania, excluding its conflict of laws provisions. Any controversy, claim or dispute arising out of or relating to this Covenant shall be adjudicated in the Court of Common Pleas of Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania. Delivery of an executed counterpart of this Covenant by facsimile, portable document format (.pdf), or by any other electronic means, has the same effect as delivery of an executed original of this Covenant.

Please provide the duly executed Covenant to the University’s representative at the following e-mail address:

Provider

*By: _____

Name: _____

Title: _____

Date: _____

*Provider signature is required. Digital copy with signature or DocuSign is acceptable.