

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- 1) **Conflict with Existing Law** – The Contractor and the Commission agree that, if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such terms or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.
- 2) **Insurance Requirements**
 - a) The Contractor hereby warrants that there is liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.
 - b) The Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the terms of this contract. In the event the Contractor fails to maintain said insurance coverage during the terms of this contract, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- 3) **Licenses and Permits**
 - a) The Contractor shall be an individual or contractor licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract.
 - b) In the event, any license(s) and/or permit(s) expire at any time during the term of this contract; the Contractor agrees to provide CLSC with a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- 4) **Contract Performance** – All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- 5) **Evaluation of the Contractor** – The performance of the Contractor under this agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet, Std. 4 and maintained in the agreement file for consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services and the Contractor, if it is negative and the Contract amount is over \$5,000.
- 6) **Multi-Factor Authentication** – The Contractor understands and agrees that in the event that the Contractor requires access to the Commission’s digital resources, the Contractor may be required to authenticate identity using multi-factor authentication.
- 7) **Confidentiality and Publicity** – The Contractor will retain all information provided by the Commission and stakeholders in the strictest confidence. The Contractor will neither use nor disclose information provided by the Commission to anyone other than employees requiring the information to perform

services under the agreement without the prior written consent of the Commission or, in the event of information submitted to the Commission in confidence by staff or stakeholder, the prior written consent of the submitting entity. The Commission retains the right to enjoin any unauthorized disclosure in an appropriate court of law. Nothing in this provision or this Agreement shall limit the Commission's ability to release information to a third party or the public.

- 8) Release of Information by Contractor – No reports, information, discoveries, or data assembled, developed, or obtained by the Contractor pursuant to this Agreement shall be released, made available to any person, or used in any manner by the Contractor in other activities without the prior written approval of the State.
- 9) Intellectual Property Rights
 - a) The Contractor agrees not to incorporate into or make works developed, dependent upon any original works of authorship on Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting or obtaining for State nonexclusive, royalty-free, paid-up, irrevocable, perpetual, worldwide licenses to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.
 - b) The Contractor is responsible for locating, obtaining, and securing the permissions for the use of intellectual property not owned by the State. This includes images, graphics, and other related files that are needed for the deliverables in this contract.
- 10) Accessibility – All records, deliverables, and information technology prepared for the Commission shall comply with California Government Code sections 7405 and 11135 and the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium, at a minimum Level AA success criteria.
- 11) Graphics – The Contractor will provide the State the permission forms for the graphics if they use graphics from other sources such as a library. If they develop original graphics, then the original graphics will become the property of the State. Original graphics must be delivered to the State in both their native graphic design format and in a high-resolution JPEG.
- 12) Model Release Forms – Model release forms acceptable to the State shall be provided for any recognizable person depicted in any of the photographs. The State may waive this right for certain historical photographs as approved by the Project Manager. All photos shall become the property of the State at the resolution they were taken at during the photo event.
- 13) Diverse Cultures – The graphics will be sensitive to diverse cultures.
- 14) Information Privacy – All data collection must conform to the requirements of the Information Practices Act (Civil Code section 1798 et seq.), the Public Records Act (Government Code section 7920 et seq.), Government Code sections 11015.5 and 11019.9, and other applicable laws pertaining to information privacy.
- 15) Data – The Contractor shall make available any Geographic Information System Files in ArcGIS Pro format with fonts, colors, line widths, and legend all prepared in advance and ready for use. To the extent possible, all source files shall be from California Natural Resources Agency Open Data (<https://data.cnra.ca.gov/dataset>).

- 16) Termination Clause – Each Party reserves the right to terminate this agreement without cause upon 30 days' written notice to the other Party. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- 17) Validity – The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 18) Workers' Compensation Insurance – By signing this agreement, the Contractor hereby warrants that it carries Workers' Compensation insurance on all of its employees who will be engaged in the performance of this agreement.