*[Note to Campuses: This document contains amendments to the Contract General Conditions for inclusion into your contract documents. Remember to delete this note.]*

**Article 05.09, Job Order Contracting Software**, delete last sentence and add the following:

A. Gordian JOC Solution

The Trustees selected The Gordian Group’s (Consultant) Job Order Contracting (“JOC”) Solution (Gordian JOC Solution) for their JOC program. The Gordian JOC Solution includes Consultant’s proprietary eGordian JOC applications (JOC Applications) and construction cost data (Construction Task Catalog), which shall be used by the Contractor to prepare and submit Job Order Price Proposals, subcontractor lists, and other requirements specified by the University. The Contractor’s use, in whole or in part, of the Consultant’s JOC Applications, Construction Task Catalog and other proprietary materials provided by the Consultant for any purpose other than to execute work under this Contract for the University is strictly prohibited unless otherwise approved in writing by the Consultant. The Contractor hereby agrees to abide by the terms of the following JOC System License.

1. JOC System License

The Consultant hereby grants to the Contractor, and the Contractor hereby accepts from the Consultant for the term of this Contract or Consultant’s Contract with the University, whichever is shorter, a non exclusive right, privilege, and license to Consultant’s proprietary JOC System and related proprietary materials (collectively referred to as “Proprietary Information”) to be used for the sole purpose of executing Contractor’s responsibilities to the University under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Consultant‘s JOC Applications and support documentation, Construction Task Catalog, training materials and other Consultant provided proprietary materials. In the event this Contract expires or terminates as provided herein, or the Consultant’s Contract with the University expires or terminates, this JOC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to the Consultant.

Consultant may terminate this License Agreement in the event of: (1) any breach of a material term of this Agreement by the Contractor which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party’s making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to the Consultant for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of the Consultant. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of the Consultant in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Job Order, Purchase Order or similar purchasing document issued to the Contractor by the University, this JOC System License shall take precedence.

End of Supplementary General Conditions