

Criminal Background Checks. Contractor/Consultant acknowledges the need to ensure a safe environment for the students, employees, volunteers and visitors of Williams College and the Owner's campus. Accordingly, Contractor/Consultant agrees that it shall not assign any employee to perform services at the Owner's campus without first: (a) making inquiry of each employee as to his or her criminal record to the fullest extent permitted by law; and (b) requesting, receiving and reviewing Criminal Offender Record Information (CORI), Sexual Offender Record Information (SORI) reports and results of nationwide state and federal criminal and sex offender searches (collectively, "Criminal Background Checks"). These are intended to verify that the employee does not have any criminal conviction or pending criminal matter (together, a "Criminal Record") in any jurisdiction that would disqualify him/her from performing services at the Owner's campus. Contractor/Consultant also agrees that all of its contracts and other agreements with contractors and vendors shall prohibit the contractors and vendors from assigning any employee to perform services at the Owner's campus, or allowing any direct or lower tier subcontractor to perform services at the Owner's campus, without first performing or obtaining Criminal Background Checks as provided above. Contractor/Consultant shall not allow any individual employed or engaged by Contractor/Consultant or its direct and lower tier contractors or vendors with a Criminal Record or lacking clear Criminal Background Check reports to work at the Owner's campus unless and until a determination has been made that such employee is eligible for the position and to access the Owner's campus in accordance with the procedures listed below.

Contractor/Consultant shall comply, and cause all direct and lower tier contractors and vendors to comply, with the procedures and requirements listed below.

Contractor/Consultant can satisfy the obligation to perform Criminal Background Checks by arranging for the Criminal Background Checks for each person to be performed by a reputable background investigation firm approved in writing by the Owner or specifically listed below. In addition, Contractor/Consultant shall not tolerate any inappropriate behavior on the jobsite and shall immediately remove from the jobsite any direct or indirect employee who is found to be engaging in any inappropriate behavior.

1. Criminal Background Checks will be performed by \_\_\_\_\_ or another reputable background investigation firm approved in writing by the Owner (the "Background Search Agency").

2. Each Criminal Background Check will report (1) all pending cases and (2) convictions for not less than (i) ten years from the date of conviction for felony offenses and (ii) five years from the date of conviction for misdemeanors. To the extent that information is reasonably available for other convictions, such information should also be included in the report.

3. Contractor/Consultant or the contractor or vendor employing the employee (the "Applicable Employer") shall be responsible for arranging for the Criminal Background Check. Contractor/Consultant shall ensure that the Applicable Employer complies with all applicable laws governing any such Criminal Background Check, including the Fair Credit Reporting Act (the "FCRA").

4. If a Criminal Background Check discloses a Criminal Record, the Applicable Employer will validate the information in accordance with applicable legal requirements and obtain the individual's authorization to deliver the Criminal Background Check results to the Owner.

5. Workers with any Criminal Record will not be allowed to work on the Owner's campus unless and until a determination is made as to the suitability of the worker for the position is made. In such cases, Contractor/Consultant will cause the search results to be delivered to the Owner's designee, and the Owner will consider suitability. The fact that an individual has a Criminal Record will not be an absolute bar to Owner's granting permission for the individual to access the Owner's campus. Rather, the Owner will evaluate the information, the nature of the work or services to be provided by the individual and other relevant information and factors and make a determination as to the individual's suitability.

6. All information obtained from any Criminal Background Check will only be used and disclosed to the extent permitted by federal and state laws (including the FCRA and those laws relating to equal opportunity employment).

7. No worker will be permitted to access the Owner's campus until either (1) Contractor/Consultant has received a document from the Background Search Agency certifying that all required Criminal Background Checks have been performed, received and reviewed for the worker and have disclosed no pending cases or convictions or (2) with respect to any worker for whom the required Criminal Background Checks have disclosed one or more pending cases or convictions, Contractor/Consultant has received a written determination by the Owner that the worker is suitable for the applicable position and permitted on the Owner's campus following an assessment pursuant to subsection (e) above. Once a worker has been cleared to work at the Owner's campus under clause (1) or clause (2), Contractor/Consultant shall ensure that the worker completes Contractor/Consultant's site safety orientation, following which, the worker will be provided a hard hat sticker or clothing badge and logged into the file of approved workers. Any worker found on site without a hard hat sticker or clothing badge indicating they have cleared the background check and completed site safety orientation will be asked to leave the site immediately. Additionally, Contractor/Consultant shall enforce a ZERO tolerance policy for harassment of any type. Harassment includes, but is not limited to, verbal, written, visual or physical inappropriate conduct based on or motivated by one's gender, race, creed, color, national origin, marital status, sexual orientation or disability. Violations of this policy in any manner will result in immediate and permanent expulsion from the Owner's campus.