**ATTACHMENT C**

**AGENCY TERMS**

**SOLICITATION NO. 2650000385**

1. **Force Majeure:** Unforeseeable circumstances that prevent a Party from fulfilling

 awardedContract.

* 1. If a Contracted party asserts Force Majeure as a justification for failure to perform the party’s obligation, the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this clause.
	2. A party is not liable for failure to perform the party’s obligations if such failure is

 a result of acts of God, including but not limited to:

1. Natural Disasters (fire, flood, earthquake, storm, or other natural disaster);
2. War, invasion, act of foreign enemies, hostilities (regardless of whether war is declared);
3. Labor disputes, strikes, embargoes, government orders;
4. Epidemics, Pandemics or other similar events beyond the reasonable control of the party.