



Contractor Certification Criminal Background Checks

1. **Policy.** Contractor acknowledges that it has received a copy of Michigan State University's Policy on [Contractor Criminal Background Check Requirements](#) (the "**Policy**"), and has read and fully understood its contents and requirements. The University reserves the right to change the terms of the Policy by notifying Contractor or by posting a new or amended Policy on the above website.
2. **Background Check Certification.** Contractor certifies that it has completed a criminal background check for all Contractor employees (including any subcontracted personnel) who will be providing services that are subject to the Policy. Such criminal background checks must be performed prior to the performance of services, and at a minimum, must include the verification checks listed in the Policy, which include the following: [ICCHAT](#), [OTIS](#), and [NSOPW](#). Contractor acknowledges and agrees that the University may review and screen (e.g. to submit to MSU-HR review and exception management or to perform our own additional checks), upon request, all criminal background check information prior to the performance of services.
3. **Retention of Records and Right of Audit.** Contractor must retain written copies of all criminal background check results required under the Policy until one (1) year after the latter of termination, expiration, or final payment under any contract or purchase order related to the provision of services covered under the Policy ("**Audit Period**"). During the Audit Period, the University or its designee may audit Contractor to verify compliance with the Policy, and Contractor must provide to the University or its designee upon request, any criminal background check results. After audit completion, all copies or reports furnished shall be destroyed or returned to Contractor if requested. In the event of Contractor non-compliance, appropriate action will be taken as determined by the University, including but not limited to, termination of all existing contracts and purchase orders between University and Contractor for cause.
4. **Notice of Change in Certification.** Contractor shall provide immediate written notice to Michigan State University if at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The above certification is a material representation of fact upon which reliance was placed when Michigan State University determined to enter into a transaction with Contractor. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies, Michigan State University may terminate the contact for cause.
5. **Cost and Expenses.** Contractor is solely responsible for all costs and expenses associated with conducting, administering and maintaining the criminal background check information required by the Policy and this Certification.

By signing below, I represent and affirm that I have proper authority to act on behalf of the Supplier and that these statements are true and correct to the best of my knowledge. Each party agrees that an electronic signature, whether digital or encrypted, is intended to authenticate this writing and has the same force and effect as a manual signature.

Company name: _____

Authorized signature: _____

Address: _____

Printed name: _____

Phone number: _____

Title: _____

Email address: _____

Date: _____