



University of Notre Dame

Employee Discount Program (EDP) Procedures and Guidelines

A. Purpose and Scope

It is the intent of the University of Notre Dame, hereinafter referred to as the “University,” to permit certain designated Vendors to offer their products and services to University faculty and staff at a discounted rate under an Employee Discount Program (EDP).

B. Eligibility

Eligibility to participate as a Vendor in the EDP will be subject to and shall be consistent with the University’s Conflict of Interest Policy, available at [hyperlink]. Vendors for which a University faculty or staff may have an actual, potential or perceived conflict of interest, as defined in the University’s Conflict of Interest Policy, may submit an offer to participate only if the Conflict of Interest Disclosure Form found at <http://conflictpolicy.nd.edu/member-resources/> has been completed by the appropriate faculty or staff member.

C. Definitions

Vendor is defined as an eligible business entity that is in compliance with applicable University policies and state laws including certification requirements applicable to the provisions of a particular product or service.

Discount Rate is defined as a discount rate established by a Vendor that will give faculty and staff a meaningful, minimum of ten (10) percent, point-of-sale discount off the retail price of selected products and services during normal business hours. Discounts must be unique in that they are either not offered to the general public or are better than what is made available to the public. The Vendor must offer the discount at the point of purchase. Rebates, gift cards, and/or refunds will not be accepted.

D. Procedures for Participation as a Vendor

1. The EDP will be administered via the EDP website, which is maintained by the University.
2. Application for participation as a Vendor will be made on the Employee Discount Program Request Form (EDP Request Form). Interested Vendors must complete the EDP Request Form describing the Vendor’s products or services, the proposed discount rate, and all other requested information. Discounts must be valid for one year from the submission date of the EDP Request Form. Discounts may be renewed, upon mutual agreement of the University and the Vendor, as set forth in section H.6, below.
3. Once submitted, the EDP Request Form will be reviewed by the University to determine, in the University’s sole discretion, (1) compliance with provisions of the EDP Procedures and Guidelines and (2) whether the University will approve the Vendor’s application.
4. If the Vendor’s request is denied, the Vendor will receive notification by e-mail. All decisions of the University are final. A Vendor or prospective Vendor has no right to appeal any University decision regarding the EDP. The University reserves the right to reject, without liability or penalty of any kind, a Vendor or prospective Vendor for any reason and at any time in its sole discretion.
5. If Vendor’s request is approved, then Vendor will receive notification by e-mail. The EDP Coordinator will authorize the Vendor’s information from the EDP Form to be displayed on the University’s EDP website. The University reserves the right to modify the text that is displayed, provided that the terms of the discount will remain the same.
6. Vendors should allow up to 7 business days, once the Vendor’s EDP Request Form is submitted, for a response.

E. Vendor Responsibilities

The Vendor will:

1. Require the University faculty or staff member to present a valid faculty or staff identification card or other reasonable evidence of University employment when the faculty or staff member purchases the discounted product or service.
2. Provide a valid physical mailing address and telephone number on the EDP Request Form and shall provide updated information as requested by the University while a participating Vendor in the EDP.
3. Not offer discounts for products or services designated by the University, from time to time and in the University's sole discretion, as excluded from the EDP. Excluded products and services shall include but not be limited to cigarettes or other tobacco products, gambling services or venues, sexual services or adult entertainment, alcohol, or firearms.
4. Agree to keep its website information up to date if it uses a website to communicate information to faculty and staff regarding prices, products, services and dates the discount is being offered.
5. Immediately notify the EDP Coordinator via email regarding any discount items that have been discontinued or withdrawn.
6. Not solicit on University's campus or contact a faculty or staff member in person, via a University email address or telephone number, or by written materials during the faculty and staff member's workday, except as authorized by the EDP Coordinator.
7. Not disclaim knowledge of or responsibility for the authenticity or legality of their product or service.
8. Comply with applicable University policies and state and federal law, including any licensing or certification requirements applicable to the provisions of a particular service which is discounted through the EDP.
9. Not use University names, logos, marks or other indicia of the University, or otherwise imply that participation in the EDP is an endorsement of the Vendor's product by the University.

G. No Contract or Agent Relationship

A Vendor's application for or participation in the EDP does not constitute or create a contract or an agency relationship between the Vendor and the University. Participation as a discount service or product Vendor is separate and distinct from the provision of any goods or services through a Vendor contract with the University.

H. Cancellation of Products or Services

1. The University may, in its sole discretion, discontinue the EDP at any time. Further, the University may at any time, in its sole discretion, discontinue a Vendor's participation in the program or the Vendor's ability to offer a particular product or service in the program without advance notice.
2. The University may, in its sole discretion, revise or modify the program at any time without advance notice.
3. Products and services offered through this program do not constitute compensation to eligible faculty and staff.
4. The University may remove a Vendor from the program based on complaints from faculty or staff, or for any other reason deemed by the University in its sole discretion to be in the best interest of the University or its faculty or staff.
5. It is the responsibility of the Vendor to notify the EDP Coordinator regarding changes to Vendor contact information.
6. Vendors must re-enroll annually to maintain an active status. Re-enrollment information will be sent via email. Vendors that no longer have valid email contact information on file with the EDP Coordinator at the time re-enrollment information is sent will be removed from the program. Vendors may reapply should they be removed.

I. Restrictions

1. A product or service will not be accepted for inclusion in the EDP if, in the University's discretion, it competes with an existing product or service which is available as a University benefit.
2. The following products, services and vendors will not be accepted by the University for inclusion in the EDP:
 - a. apartment rentals or apartment homes
 - b. real estate agents, real estate companies, building contractors, or similar businesses
 - c. mortgage companies, financial institutions, student loans, credit card promotions, or similar businesses/products

- d. independent distributors
- e. travel agencies, travel companies, travel packages, or similar businesses
- f. night clubs or bars
- g. vendors offering professional services (including but not limited to accountants, law firms, financial advisors, and similar professional services)
- h. transportation services, including taxi and limousine services
- i. medical services
- j. insurance companies or insurance agencies
- k. any other product, service, or business the University so determines in its sole discretion

Please note: Exclusion from participation in the EDP shall not affect the University’s right to allow Vendors in the categories above to offer discounts to University faculty and staff, outside the EDP, in the University’s discretion. Further, exclusion from participation in the EDP will not affect a business’ ability to independently offer discounts to University faculty and staff, with no involvement from the University whatsoever, should any vendor desire to do so.

Current/Prospective Vendor:

Print Name of Vendor Company Contact

Print Name of Vendor Company Contact

Signature

Signature

Date

Date

University of Notre Dame:

Print Name of University of Notre Dame Contact

Print Name of University of Notre Dame Contact

Signature

Signature

Date

Date

Please proceed to the EDP Vendor Submission Form on the next page



Employee Discount Program (EDP) Vendor Submission Form
(please review the UND EDP Agreement prior to completing this form)

Company Name

Contact Name

Street Address

Street Address Line 2

City

State

Zip Code

Phone Number

Email Address

Website Address

Brief Description of Company and Hours

Description of Discount Offer

Begin Date

End Date (Maximum 1 year)

Available to (check all that apply):

Faculty

Staff

Retirees

Students

Email your completed form along with company logo (optional) to jboser@nd.edu
(Logo file in JPG, GIF or PNG format, roughly 200X200)

Questions? Please contact *askHR* Customer Service Center at 574-631-5900

Thank you for your interest in ND Discounts!