

UNIVERSITY OF IOWA
PURCHASE ORDER
STANDARD TERMS AND CONDITIONS

1. **Exclusive Agreement** - This Purchase Order constitutes the exclusive agreement between the parties. The terms and conditions cannot be changed without prior written consent of both parties. The laws of the State of Iowa shall apply in all disputes. Additionally, the goods shall conform to specifications, drawings, and any other description attached hereto and shall be free from defects in materials and workmanship.
2. **Packing List** - All deliveries shall include a packing list indicating the contents of each package.
3. **Delivery Schedule** - Failure to deliver goods on time may result in termination of the Purchase Order at the Buyer's option.
4. **Receipt** - Buyer shall be deemed to have received goods procured hereunder when such goods have been deposited at the Buyer's dock and all bills of lading or other shipping papers which require signature have been signed.
5. **Acceptance** - Buyer shall be deemed to have accepted goods procured hereunder only after actual inspection for conformity or the passage of ten (10) days from receipt, whichever occurs first.
6. **Rejection/Termination** - All goods which are rejected for nonconformity with the terms and conditions of this agreement are rejected at Supplier's expense and shall be returned at Supplier's risk of loss and expense. Buyer reserves the right to terminate for nonconformity.
7. **Assignment** - All obligations hereunder, including monies due and owing, shall not be assigned to a third party without the prior written consent of both parties hereto.
8. **Warranties** - Supplier expressly warrants that all goods supplied hereunder shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.
9. **Taxes** - Buyer is exempt from payment of all Federal or State taxes. Exemption Certificates will be furnished upon request.
10. **Certification Regarding Sales and Use Tax** - By executing this Contract the Supplier certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Supplier also acknowledges that the University of Iowa may declare the Contract void if the above certification is false. The Supplier also understands that fraudulent certification may result in the University of Iowa or its representative filing for damages for breach of contract.
11. **Title To Goods** - Supplier warrants that the goods procured hereunder are free from all liens, claims, or encumbrances.
12. **Supplier Rights Assignments-Antitrust Claims** - For good cause and as consideration for executing this agreement, Supplier, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa relating to the subject of this agreement.
13. **Insurance** - Supplier shall purchase and maintain such insurance at Supplier's sole cost, which will protect

Supplier from claims set forth below which may arise out of Supplier's activities (operations or completed operations, products or services) whether such activities are by the Supplier or Supplier's employees, or agents or subcontractors.

- Workers Compensation (compliance with Iowa law).
- Employers Liability (no less than \$500,000 per accident for bodily injury, and \$500,000 per employee and per policy limit for disease).
- Commercial General Liability (no less than \$1,000,000 per occurrence).
- Automobile Liability (no less than \$1,000,000 each accident limit).
- Umbrella Liability (no less than \$1,000,000 per occurrence).
- Professional Errors and Omissions (if professional services are provided).

All insurance shall be issued by insurance companies authorized to engage in business in the state of Iowa, with an A.M. Best or equivalent financial rating of A-, VII or better.

All liability policies shall be endorsed to include as additional insureds and shall provide for a waiver of subrogation in favor of the University of Iowa, the State of Iowa, and the Board of Regents, State of Iowa. Supplier's policies shall be primary over University's policies (if any), and shall provide for severability of interests, and 30 days notice of non-renewal, cancellation or materials change.

Two (2) Certificates of Insurance shall be provided to the University as evidence of compliance with this requirement, prior to the provision of products or services under this purchase order.

The University reserves the right to waive or reduce the insurance requirements at the University's sole discretion.

14. Indemnification – To the extent that goods are not manufactured in accordance with Buyer's designs, Seller shall defend, indemnify, and hold harmless Buyer, Buyer's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade names, Trademark, Copyright, or Trade secrets by reason of sale or use of any articles purchased hereunder. Buyer shall promptly notify Seller of any such claim.

To the fullest extent allowed by law, Supplier agrees to indemnify and hold harmless the University, the State of Iowa, and the Board of Regents, State of Iowa and their agents and employees from and against all claims or losses including reasonable attorneys' fees, arising out of or resulting from the negligence or omissions of the Supplier, its partners, directors, officers, employees, licensees, subcontractors or agents, in the provision of products and services under this contract.

15. Guarantee - In filling this order, Supplier warrants and guarantees to Buyer that the articles are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; and the Anti-Kickback Act of 1986.

16. Hazardous Material - All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable Federal and State regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29 CFR 1910.1200, and Iowa Administrative Code, Chapter 530.

17. Nondiscrimination - Supplier is subject to and must comply with provisions of the Iowa Board of Regents Equal Opportunity Policy and applicable state and federal antidiscrimination laws, including the requirements set forth in 41 C.F.R. Section 60-1.4(b), which is incorporated herein by reference.

18. Cancellation - Buyer reserves the right to cancel this agreement for convenience by giving Supplier written notification.

- 19. Public Records** - The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.
- 20. Clean Air and Water Certification** - Supplier certifies by filling this order, that its facility(s) is not on the Environmental Protection Agency (EPA) List of Violating Facilities. Supplier will immediately notify Buyer's Purchasing Department of the receipt of any communication indicating that any Supplier's facilities are under consideration to be listed on the EPA List of Violating Facilities.
- 21. Debarred, Suspended, and Ineligible Status** - Supplier certifies that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Supplier will immediately notify Buyer's Purchasing Department if Supplier is placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors.
- 22. Use of Name or Intellectual Property** - Supplier agrees it will not use the name or intellectual property, including but not limited to, University trademarks in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the University.
- 23. University of Iowa Vendor Statement of Aspiration** - The University of Iowa has a deep respect for the intrinsic value of each human being, and a steadfast commitment to promoting and protecting human rights on its Iowa City campus, in its surrounding community, and beyond. For this reason, the University shall **aspire to** engage in business practices that effect positive change in human working conditions domestically and abroad.
- 24. Conflict of Interest.** Should Contractor, Contractor's spouse or minor child be a paid employee of the University or any other Iowa Regent Institution or State of Iowa Agency, Contractor will be considered a "conflict of interest vendor." In addition, should any individual, their spouse or minor child, who is a paid employee of the University or any other Regent institution or State of Iowa Agency, also be a partner in Contractor's firm or own five percent (5%) or more of Contractor's corporate stock or receive consulting payments, a conflict of interest exists. Whenever Contractor represents a conflict of interest, Contractor must have prior approval from the "Board of Regents, State of Iowa" (Regents) to do business with the University. Contact the Purchasing Department at (319) 335-0668 for further information and do not sign this Agreement, until express approval has been given by the Purchasing Department. In addition, the Office of Management and Budget (OMB) Circular A-110 imposes additional requirements on federally funded projects. See Procurement Standards #42 Codes of Conduct, www.whitehouse.gov/omb/circulars/a110/a110.html#42
- 25. Export Control.** Supplier acknowledges that a foreign national(s) may use the device/technology/and or data you propose, at the University.

Supplier shall comply with all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Agreement. In the absence of available license exemptions/exceptions, Supplier shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Supplier shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

Prior to disclosing or transferring to University any hardware, technical data, software or product utilizing any such data which is subject to export controls under federal law, Supplier shall notify the University in writing of the nature and extent of the export control. The University shall have the right to decline any such technical data or product utilizing such data. In the event Supplier sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate this Agreement.

- 26. Compliance with the Law.** The Supplier, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing under the

Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Supplier, its employees, agents, and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. The Supplier may be required to submit its affirmative action plan to the Department of Management to Comply with the requirements of 541 IAC chapter

- 27. American Recovery and Reinvestment Act.** This contract may involve funding under the American Recovery & Reinvestment Act of 2009 ("Recovery Act"). Vendor agrees to (1) comply with all terms and conditions of the Recovery Act (including but not limited to "Buy American", "Wage Rate Requirements" and "Disclosure of Fraud or Misconduct") and (2) provide promptly upon request to the University, the data elements which are required to be reported under Section 1512 of the Recovery Act and the Federal Funding Accountability and Transparency Act ("FFATA"). Please contact the Purchasing Agent to verify if this purchase involves such funding. For details of Recovery Act and FFATA see www.recovery.gov.