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 authorize 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 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 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 or whenever there is a disclosure or indication of a conflict of interest, Contractor must have approval by the Director of Purchasing prior to transacting business with the University. Contact the Purchasing Department at (319) 335-0668 or (319) 335-1726 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](http://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 4.

27. Federal Compliance: All contracts, including small purchases, awarded by recipients and their contractors shall contain the procurement provisions as outlined below: These provisions are available on the following website. OMB: [http://www.whitehouse.gov/omb/circulars_a110#48](http://www.whitehouse.gov/omb/circulars_a110#48)

2 CFR 215.48


Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) -All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C B74), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) -When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not
less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. **This does not apply to Federal disaster funding unless otherwise specified by local regulations.**

Contract Work Hours and Safety Standards Act (40 U.S.C 327-333) -Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement -Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention In accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended -Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Debarment and Suspension (E.O.s 12549 and 12689)-A contract award with an amount expected to equal or exceed $25,000 and certain other contract awards (see 2 CFR 180.220) shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that Implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and
Suspension.” The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549. [69 FR 26281, May 11, 2004, as amended at 70 FR 51879, Aug. 31, 2005]

Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)- This Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Vietnam-era Veterans’ Readjustment Assistance Act of 1974, as amended (VEVRAA), (38 U.S.C. 4212)- This Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

28. **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](http://www.recovery.gov).

29. **FAR Employment Eligibility Verification.** This contract may involve funding subject to applicable Federal Acquisitions Regulations (FAR) Employment Eligibility Verification clauses of the prime contract. Vendor agrees to comply with all terms and conditions of the FAR Employment Eligibility Verification clause #52.222-54. For details of FAR Employment Eligibility Verification see [http://www.uscis.gov/portal/site/uscis](http://www.uscis.gov/portal/site/uscis).

30. **Software Accessibility:** Software solutions provided to the University of Iowa shall be compliant with Federal statute Section 508 standards and W3C.org Web Content Accessibility Guidelines (WCAG 2.0 Level AA) for accessibility for persons with disabilities for the minimum level of accessibility. Please review the links provided for specifics related to these referred to standards and guidelines. WCAG guidelines [www.w3.org/TR/WCAG20/](http://www.w3.org/TR/WCAG20/) and Section 508 [www.section508.gov/](http://www.section508.gov/). The University reserves the right to request that the Supplier provide audit and/or test results that document the software’s compliance and the testing methodology utilized.

If software is included in this quotation, please describe how the software meets the accessibility requirements included with Section 508 and WCAG 2.0 Level AA.