"PAYMENT TERMS: Net 30 days after receipt of goods/services and/or invoice, whichever is later. If under the stipulations of the Prompt Payment Law, Government Code, Chapter 2251, interest is determined to be due the Vendor, the interest rate shall be in accordance with Chapter 2251 of the Texas Government Code.

1. Acceptance of the Purchase Order ("Order") is expressly limited to the terms and conditions herein contained on both this Order and the Vendor's terms. None of the terms and conditions contained in the Order may be modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of the University and delivered by the University to Vendor, and each shipment received by the University from Vendor shall be deemed to be only upon the terms and conditions contained in this Order except as they may be added to, modified, superseded or otherwise altered by a written instrument signed by an authorized representative of the University and delivered by the University to Vendor, notwithstanding any terms and conditions that may be contained in any acknowledgement, invoice or other form of Vendor and notwithstanding the University's act of accepting or paying for any shipment or similar act of the University. Any variations made by Vendor to the above terms shall not be binding upon the University, and the University shall have no liability for any such changes.

2. Vendor may not assign, transfer, or subcontract this Order or any rights or obligations hereunder without the University's written consent. Any purported assignment transfer or subcontract shall be void and ineffective.

3. In the event of a voluntary or involuntary filing of bankruptcy by or against Vendor, or in the event a receiver or trustee is appointed for all or substantially all of the property or assets of Vendor, or the Vendor makes a general assignment for the benefit of creditors, then the University shall be entitled to cancel any unfulfilled part of this Order without any liability whatsoever.

4. The University may, by written change order, make changes in this Order, including additions to or deletions from the quantities of items or services ordered or in the designs, specifications, or delivery schedules, but no additional charge will be allowed unless authorized in writing by the University. Any such change affects the delivery schedule or the amount to be paid by the University, Vendor shall notify the University immediately and negotiate an adjustment. Any exchange of information or advice between the parties shall not authorize Vendor to change the items or services purchased hereunder or the provisions of this Order unless incorporated as a written change order in accordance with this section.

5. Without prior written consent of the University, Vendor shall keep confidential and neither disclose to any person outside its employment, nor use for purposes other than performance of this Order, any information or property pertaining to the existence, terms, or performance of this Order, including, but not limited to, designs, drawings, blueprints, descriptions, specifications, or any other proprietary information that is provided as part of or necessary to fulfill the obligations of Vendor under this Order. Vendor shall not make or cause to be made, any copies of the University, including without limitation those relative to environmental quality, safety, and fire protection.

6. Notwithstanding any provision of this Agreement, UNTS shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNTS in an electronic format.

7. Vendor acknowledges and agrees that UNTS is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from astate vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

8. The parties understand and agree that this Order may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have been issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this Order and to negotiate in good faith to execute any amendments to this Order that is required for the terms of this Order to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by one party to the other, the Order may only be amended by either party upon written notice to the other party.

9. Neither party shall be liable for delay in the performance of its obligations and responsibilities under this Order due to causes beyond its control, such as, but not limited to, war, embargo, national emergency, insurrection or riots, acts of the public enemy, fire, flood, or other natural disaster, provided that said party has taken reasonable measures to notify the other in writing, of the delay. Failure of subcontractors and the inability to obtain materials shall not be considered as an excusable delay. If due to such cause, Vendor should be unable to meet all of its delivery commitments for items ordered hereunder as they become due, Vendor shall not discriminate against the University or in favor of any other customer in making deliveries of such items. However, if the University believes that the delay or anticipated delay in Vendor's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operation, the University may, at its option and the University's sole discretion, cancel outstanding deliveries hereunder wholly or in part.

10. This Order and all of the rights and obligations of the parties hereto shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for any dispute arising out of or in connection with this Order is governed by Section 105.151 of the Texas Education Code.

11. Vendor agrees to indemnify and hold harmless the University, its Regents, employees, and agents from any claim, damage, liability, injury, expense or loss (including attorney's fees) arising out of Vendor's performance, direct or indirect, under this Order. Indemnification shall survive termination of this Order. In addition, Vendor warrants the material purchased hereunder does not infringe any letters patent granted by the United States and Vendor shall defend, indemnify and hold harmless the University, its Regents, employees, and agents from and against all claims arising from infringement or alleged infringement of any patent, copyright, trademark or other intellectual property rights of a third party arising out of, in connection with or resulting from this Order or the goods and/or services provided under this Order.

12. With respect to this Order and any goods and
services provided hereunder, the Vendor is and shall be deemed to be an independent contractor and not an agent or employee of the University. Vendor shall not have the authority to make any statement, representation, or commitment of any kind, or take any action which shall be binding on the University.

(a) Vendor warrants that it will not sell, transfer, or otherwise dispose of any materials produced by Vendor, its employees or agents relating to the work under this Order shall be deemed “works made for hire” as that term is defined in the U.S. Copyright Act, that all rights thereto shall be owned by the University, and that Vendor shall not assert any claim thereto. The event works are not considered “works made for hire” as that term is defined in the U.S. Copyright Act, the Vendor assigns any and all intellectual property rights, including but not limited to copyrights to any such works, and Vendor agrees to execute any necessary documentation to effect this assignment.

21. All goods shall be received subject to the University's right of inspection and rejection. Defective goods or goods not in accordance with the University's specifications will be held for Vendor's instruction at Vendor's risk and, if Vendor so directs, will be returned at Vendor's expense. If inspection discloses that part of the goods received are not in accordance with the University's specifications, the University shall have the right to cancel any unshipped portion of this Order. Payment for goods on this Order prior to inspection shall not constitute acceptance thereof and is without prejudice to and all claims that the University may have against Vendor.

22. If this Order requires the presence on the University's premises of Vendor's employees, agents, suppliers or permitted subcontractors (if any), Vendor agrees that it has the right to cancel any unsupplied portion of this Order. Payment for goods on this Order prior to inspection shall not constitute acceptance thereof and is without prejudice to and all claims that the University may have against Vendor.

23. Payment of invoices shall not constitute acceptance of the product and/or services and shall be subject to adjustment for errors, shortages, defects in the product and/or services, or other failure of Vendor to meet the requirements of the Order.

24. Terms and conditions of any contract or agreement issued by the University's authorized representative(s) shall apply to the extent that they supplement the provisions of this Order. In the event there is a conflict between the documents constituting the agreements between the parties, the documents and provisions shall prevail in the following order:

(a) any contract or agreement issued by the University's authorized representative(s);
(b) exhibits of this Order, and
(c) the general terms and conditions of this Order.

25. Vendor represents that prices quoted to or paid by the University shall not exceed current prices charged to any other customer of Vendor for items that are the same or substantially similar to the articles, taking into account the quality of the articles, and Vendor will forthwith refund any amounts paid by the University in excess of such price.

26. At any time during the term of this Agreement and for a period of four (4) years thereafter, The State of Texas, The University of North Texas System, the University, and/or state and local agencies which may have jurisdiction over this agreement, at reasonable times and at its expense reserves the Right to Audit Vendor's records and books that relate only to this Order. In the event such an audit by the University reveals any errors in payments by the University, Vendor shall refund the University the full amount of such overpayments within thirty (30) days of such audit findings, or the University, at its option, reserves the right to deduct such amounts owing the University from any payments due the Vendor. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at Vendor's expense within two (2) weeks of written request.

27. Notwithstanding any prior inspection and irrespective of the F.O.B. point name herein, the Vendor shall bear all risks of loss, damage, or destruction on the products called for hereunder until final acceptance by the University at destination. Further, the Vendor shall also bear the same risks with respect to any products rejected by the University provided, however, that, in either case, the University shall be responsible for any loss occasioned by the gross negligence of its employees acting within the scope of their employment.

28. Vendor agrees that the University shall have the right to set off against any amounts that may become payable by the University to Vendor under this Order or otherwise any amounts that Vendor may owe to the University, whether arising under this contract or otherwise.

29. The provisions of this Order are separate and divisible, and if any court shall determine any provision of this Order is void and/or unenforceable, the remaining provision or provisions shall remain.

30. The University is a tax exempt State of Texas Agency under Chapter 151, Texas Tax Code and an institution of higher education.

31. The University's failure to insist on Vendor's strict performance of the terms and conditions of this Order at any time shall not be construed as a waiver by the University for performance in the future.

32. All services performed, work accomplished and/or equipment provided by Vendor will comply with and will be performed in accordance with applicable sections of the NFPA Life Safety Code 101 as required by Title 28, Part 1, Chapter 34, Subchapter C, Rule 34.303 of the Texas Administrative Code, the current National Electrical Code, OSHA standards, current ANSI standards and applicable Texas and Federal Statutes. Vendors providing a venue for the University special event, a summer camp or other the University sponsored function shall provide proof of compliance with local fire codes applicable to the venue within one year preceding the scheduled event.

33. The Texas Hazard Communication Act (Chapter 502 Texas Health and Safety Code) requires that no person, manufacturer, distributor, or vendor to the University shall sell, transfer, or otherwise dispose of any hazardous materials sold. Products covered by this Act must either be accompanied by a Material Safety Data Sheet (MSDS) for hazardous materials sold. Products covered by this Act must either be accompanied by a Material Safety Data Sheet or if MSDS is sent separately, direct MSDS to the University safety office and reference the purchase order number, and such products must be labeled in compliance with the Act. If the product is not labeled under the Act, a statement of exemption must be provided. Designate the Order number on MSDS's.
use the name or marks of the University. Any use of the University name or marks requires the express written permission of the University.

38. Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76, 48 CFR part 9.5, and 31 U.S.C. section 6101, or equivalent section necessary to assure the accuracy of its certification, Vendor agrees to conduct searches of the List of Parties Excluded from Federal Procurement and Non-Procurement Programs maintained by the General Services Administration (http://epsl.gsa.gov/) and the List of Excluded Individuals and Entities maintained by the Department of Health and Human Services (http://oig.hhs.gov) prior to making its certification. Vendor acknowledges that the certification is a material representation of fact upon which the University is relying in entering into this transaction. Vendor agrees to provide immediate written response to the inquiry if it learns at any time that its certification was erroneous when submitted or if, during the term of this Order, it, or any of its Principals, is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program.

If subcontracting is permitted by this Order, Vendor agrees that it will include this clause, without modification, in all subcontracts and subprojects, and in all solicitations for subcontract and subproject proposals. Vendor agrees that debarment, suspension, proposed debarment or suspension, inability or exclusion of Vendor, or any of its Principals or subcontractors, shall constitute cause for immediate termination of this Order by the University.

39. Federal Compliance Terms. (Applicable to Vendors paid with Federal funds.) The terms in Attachment A, which is attached hereto and incorporated herein by reference, apply to the purchase of any goods and services by the University using Federal funds. If Vendor is not otherwise aware of whether the funded Federal funds, then Vendor shall inquire of the University.

40. This Order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The Vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provisions in Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

41. The foregoing terms and conditions shall survive acceptance of goods and software as well as performance of services hereunder and early termination of this Order.

42. Pursuant to Texas Gov’t Code Section 227.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

43. The Vendor agrees to comply with the Deficit Reduction Act of 2005, which is required when an Entity receives $5,000,000 in Medicaid revenue. The following apply to medical supplies, equipment and services provided by the Vendor:

• The False Claims Act (FCA): The federal False Claims Act (FCA) imposes civil penalties on individuals and companies who knowingly submit a false claim or statement to a federally funded program, or otherwise conspire to defraud the government, in order to receive payment. The term “knowingly” is defined as a person, with respect to information; that has actual knowledge that a claim is false; who deliberately ignores facts which may reveal the claim to be false; or who is reckless as to whether the claim is false. The FCA also includes provisions intended to protect individuals who report suspected fraud. The FCA also protect individuals from being retaliated against, demoted, suspended, threatened, or harassed for making a report or other lawful acts to stop false claims. The FCA protects individuals who assist in an investigation, provide testimony, or participate in the government’s handling of a false claim.

• Qui Tam Lawsuit (Whistleblower): The FCA provisions are generally enforced by the United States Department of Justice. Any person with knowledge of false claims to the government may initiate a formal complaint or ‘qui tam’ lawsuit on behalf of the government. The plaintiff must notify the United States Department of Justice of all information regarding the fraudulent activity. The Department of Justice may elect to prosecute, limit, settle or dismiss the case. If the Department of Justice declines and does not otherwise limit or settle the case, the individual may still proceed with the case on her or her own, unless the allegation involves a state agency, but without the government’s assistance. The FCA also includes provisions (including but not limited to) p

44. The FPI, a person may also be liable if he presents a claim for payment under the Medicaid program for a product or service that was rendered by an unlicensed provider or that has not been approved by the patient’s treating healthcare practitioner.

Like the federal FCA, the FPI, has a provision that permits private individuals ("whistleblowers") to bring an action on behalf of the state and receive a portion of the recovery if the case is successful. The private individual’s share could be reduced or eliminated altogether, however, if the individual planned and initiated the action upon which the lawsuit was based or if the individual is convicted of criminal conduct arising from his role in the illegal activity. Like the FCA, the FPI, provides protection for employees from retaliating against employees for their involvement in FPI actions.

State Law Prohibiting Payment for Referrals - Under the Texas law, it is a state jail felony to intentionally or knowingly solicit, receive, offer, or pay any remuneration, including any kickback, bribe, or rebate, in return for: (i) referring an individual for, or arranging for the furnishing of, an item or service for which payment may be made under the Medicaid program; or (ii) purchasing, leasing, ordering, or arranging for or recommending the purchasing, leasing, or ordering of any good, facility, service, or item for which payment may be made under the Medicaid program.

Ethical Conduct and Reporting Suspected Wrongdoing. All vendors, employees of vendors, and individuals authorized to act on behalf of the University of North Texas System or its component institutions have an ongoing obligation to report suspected wrongdoing they believe, in good faith, has occurred or is occurring in relation to the procurement or performance of this contract, including illegal or fraudulent activity, conflicts of interest, financial misstatements, accounting irregularities, and violation of System regulation, the respective institution’s policies or standards of conduct, or federal or state law. Suspected wrongdoing may be reported to the appropriate System or institution official or compliance office or compliance hotline. Individuals can report suspected wrongdoing anonymously at http://compliance.untsystem.edu/content/hotline for UNT System, UNT, and UNT Dallas. Reports also can be made by telephone at (940) 565-4351; however, reports made via telephone are not anonymous. Anonymous reports of suspected wrongdoing or noncompliance at UNT can be made at www.untmwhistle.com/UNTHSC or (877) 606-9187. Individuals are not required to report suspected wrongdoing to officials who they believe were or are engaged in the questionable behavior.

Vendors, employees of vendors, and individuals who in good faith report suspected wrongdoing are protected from retaliation. Immediate action will be taken to address any attempted or actual retaliation. Suspected retaliation may be reported to the same officials and in the same manner as suspected wrongdoing.

In addition to the obligations stated above, vendors, employees of vendors, and individuals authorized to act on behalf of the UNTHSC are responsible for obtaining the institution’s “Detecting and Responding to Fraud, Waste and Abuse” policy. This policy can be found at https://app.unt.edu/policies/PDFs/Detecting%20and%20Responding%20to%20Fraud%20Waste%20%20and%20Abuse.pdf

Rev 12/19/2017
I. Federal Grant Provisions

The Vendor agrees to comply with all applicable federal, state and local laws and regulations. If this Order utilizes federal grant funds, the provisions of OMB Circular A-110 Appendix A, as well as any additional statutory and administrative requirements apply according to their terms. These requirements may include, but are not limited to the following:

(c) Davis-Bacon Act, as amended by (40 U.S.C. 276a to a-7)
(e) Rights to Inventions Made under a Contract or Agreement- 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.
(f) 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.
(g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

II. Federal Subcontract Provisions

If this Order is a subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and conditions of this Section and any other provision of this Order, the terms and conditions of this Section shall prevail. The term "FAR" means the Federal Acquisition Regulations, including revision in effect on the date of this order. The term "DFAR" means the Department of Defense Supplement to the Federal Acquisition Regulations, including revision in effect on the date of this order. The terms "Contractor," "Government," and "Contracting Officer" as used in these clauses incorporated by this reference shall be deemed to refer to the "Vendor," "UNT, UNTD, UNTS," and "UNTHSC", respectively. Any reference to a "Disputes" clause in any of the clauses listed below shall be deemed to refer to the "Disputes" clause contained in the Prime Contract. In no event shall such reference to a "Disputes" clause be construed to allow the Vendor, without the concurrence or approval of UNT, UNTD, UNTS or UNTHSC, to prosecute and appeal either directly or in the name of UNT, UNTD, UNTS or UNTHSC to the Contracting Officer for such Prime Contract.

The following provisions apply regardless of the amount of this order:

1. Prohibition of Segregated Facilities, FAR 52.222-21
2. Previous Contracts & Compliance Reports, FAR 52.222-22
3. Hazardous Material Identification and Material Safety Data (if applicable), FAR 52.223-3
4. Restrictions on Certain Foreign Purchases, FAR 52.225-13
5. Restrictive Markings on Technical Data (if applicable), DFAR 227-7013

The following provisions apply if the amount of this order exceeds $10,000.00:

1. Walsh-Healey Public Contracts Act, FAR 52.222-20
2. Equal Opportunity, FAR 52.222-26
3. Affirmative Action for Workers with Disabilities, FAR 52.222-36

The following provisions apply if the amount of this order exceeds $25,000.00:

1. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters, FAR 52.209-5 obtained prior to award
2. Affirmative Action for Special Disabled and Vietnam Era Veterans, FAR 52.222-35
3. Employment Reports on Disabled Veterans and Veterans of the Vietnam Era, FAR 52.222-37
4. Clean Air and Water, FAR 52.223-2

The following provisions apply if the amount of this order exceeds $100,000.00:

1. Anti-Kickback Procedures, FAR 52.203-7
2. Limitations on Payments to Influence Certain Federal Transactions, FAR 52.203-12
3. Audit and Records - Negotiation (if order was entered into by negotiation), FAR 52.215-2
4. Utilization of Small Business Concerns, FAR 52.219-8
5. Drug-Free Workplace, FAR 52.223-6
6. Toxic Chemical Release Reporting, FAR 52.223-14
7. Authorization and Consent, FAR 52.227-1
8. Notice and Assistance Regarding Patent and Copyright Infringement, FAR 52.227-2
9. Responsibility for Supplies, FAR 52.246-16

The following provision applies if the amount of this order exceeds $500,000.00:

Small Business Subcontracting Plan (does not apply to small business concerns), FAR 52.219-9

The following provision applies if the amount of this order exceeds $550,000.00:

Price Reduction for Defective Cost or Pricing Data (if order was entered into by negotiation, when applicable), FAR 52.215-12, FAR 52.215-13