

**PURCHASE ORDER TERMS AND CONDITIONS**

**I. GENERAL TERMS**

1. **CONTRACT.** The Purchase Order includes these Purchase Order Terms and Conditions, the University purchase order form (the "Form") and any exhibits thereto and, if listed on the applicable University Form, solely the University-accepted portions of Vendor's proposal in response to the Request for Proposal, Request for Quote, or similar document, as applicable. The Contract Documents consist of the Purchase Order, and all of the following supplied by University for construction or renovation-related purchase: the General Conditions, Supplementary Conditions and the Specifications (where applicable), and all addenda issued before, and all Modifications issued after execution of the Purchase Order. These form the Contract, and all are as fully a part of the Contract as if attached to the Purchase Order or fully set forth therein. Commencing performance of or accepting the Purchase Order shall indicate Vendor's intent to be bound by the terms and conditions of the Contract Documents shall constitute an acceptance by Vendor of each of the terms of the Contract Documents, and shall form a contract under the laws of the Commonwealth of Pennsylvania. The Contract Documents shall constitute the entire agreement between the parties with respect to the subject matter of this Contract and may not be modified, added to or rescinded except by a subsequent writing signed by University. Notice of objection is hereby given to any different or additional terms in Vendor's quotations, acknowledgments, invoices, website, application, portal or other system or publication, or in any other communication from Vendor unless University expressly agrees to such terms in writing and signed by an authorized representative of University. Receipt of Vendor purchase order or contract form, payment, acceptance of goods, use of or accessing any website, application, portal or other system or publication, or any inaction by University or on behalf of shall not constitute University's consent or agreement to or acceptance of any such terms. The terms and conditions of the Contract Documents supersede any terms and conditions in any purchase order, work order, statement of work, terms of use, click-through, clickwrap or browserwrap terms or other terms made available, proposed or signed in connection with this Purchase Order or the goods, services, equipment or technology provided in connection therewith, regardless of whether signed, accepted or clicked to agree by an officer, trustee, employee, agent, contractor or other representative of Villanova. Any terms contained in Contractor's standard forms that are inconsistent with the Contract Documents are hereby specifically rejected and shall not form any part of the Contract Documents or the contractual relationship between the parties.

2. **PARTIES.** a. University: Villanova University in the State of Pennsylvania, who is the buyer or purchasing party. b. Vendor: As set forth on the Form.

3. **DEFINITIONS.** a. The term "goods" includes goods, material, chattels, equipment, machinery, manufactured articles, merchandise, fixtures, products, appliances, plant, work and any other items, whether physical, digital, tangible or intangible to be supplied pursuant to the Purchase Order. b. OSA: the Brothers of the Order of Hermits of St. Augustine. d. Specifications: any and all samples, drawings, specifications, plans, or other descriptions accepted or provided by or on behalf of University. e. Vendor Personnel: Any employee, contractor, subcontractor, representative or agent of Vendor. f. The term "warranty" includes covenants, warranties, guarantees, representations and promises.

4. **DELIVERY.** a. The goods shall be tendered by delivery to University at the time and place specified in the "SHIP TO" Section on the Form. b. Time is of the essence in connection with any and all delivery, warranty or other obligations of Vendor under the Contract. c. Vendor is responsible for maintaining and providing proof of delivery. d. Each case or parcel must be accompanied by packing lists showing the applicable University PO number and a complete description of contents and each shipment must be accompanied by a packing slip showing all items listed on the Purchase Order, the Purchase Order Number and the name of any party shipped in care of. e. Vendor shall prepay all transportation charges. f. Vendor shall bear all costs of transportation, packing, crating, shipping permits or licenses or similar approvals, delivery, off-loading, insurance, installation, storage, and service under warranty, F.O.B. prepaid destination to the appropriate designated delivery location (University's campus in Villanova, PA unless otherwise indicated on the Form, and subject to the terms and conditions of the Contract). g. If transportation of the goods is undertaken by an entity other than Vendor, Vendor shall be responsible for and handle all claims against such entity for delivery delay or failure, shortages, damages, theft and other such occurrences. All Orders being shipped by third party suppliers (drop shipments) must have University's Purchase Order Number on the Bill of Lading with full delivery address. h. Vendor and any 3<sup>rd</sup> party supplier making deliveries must be aware of tight maneuvering abilities on University's campus. It is Vendor's responsibility to assure a smooth delivery in compliance with all applicable laws, rules, regulations orders and University rules, policies and instructions. i. If delivery and completion dates cannot be met, Vendor shall inform University immediately. If any item is not received or if any element of the work is not completed by the date specified, University, at University's option and without prior notice to Vendor, may either approve a revised date or may cancel the order and may obtain such goods or work elsewhere, and, in either event, University shall be liable to University for any increased costs or any loss incurred by University. j. At University's discretion University may return partial shipments to Vendor for full credit and a refund of any advance monies paid by University. k. Vendor is responsible to review the Form for any special instructions. l. Vendor will deliver to University to the attention of both the procurement office and the Director, Environmental Health & Safety copies of the safety data sheet (SDS), material safety data sheet (MSDS), or product safety data sheet (PSDS) for each product or goods no later than: (i) the date on which such product/good is first delivered to University under this Purchase Order or the Contract Documents, and (ii) the effective date of any change, modification or alteration to any such product/good, SDS, MSDS or PSDS. In addition to and without limiting the foregoing, Vendor shall immediately deliver to both the purchasing department and the Director, Environmental Health & Safety written notice of any recalls, warnings or other then-currently known or reasonably suspected health, safety or environmental issues related to any product/good.

5. **IDENTIFICATION/RISK OF LOSS/TITLE.** Identification of the goods shall occur as soon as the Purchase Order is received by Vendor. Risk of loss of and clear title to the goods shall pass to University at the time that conforming goods are received, inspected and accepted by University.

6. **PURCHASE PRICE.** The Purchase Order Total Price and Unit Prices shall be as specified on the Form, subject to Section 9 hereof and provided that such Purchase Order Total Price and Unit Prices shall be subject to reduction in an amount equal to any discounts, rebates, refunds or similar deductions directly attributable to University's purchase under this Contract. They shall not include sales and use taxes for which an exemption is applicable. University shall have no responsibility for payment of over shipments, goods not delivered due to shortages, theft, etc., or otherwise non-conforming shipments. University's count shall be accepted as final and conclusive for all shipments. If Purchase Price is omitted and is not covered by a blanket order or agreement, this order is to be filled at the lower of (i) the price last quoted or charged or (ii) the lowest prevailing market price. All prices are FOB University's on-Site receiving area unless otherwise specified. Collect shipments will be returned at Vendor's expense. Vendor hereby assigns to University all discounts, rebates, refunds or similar deductions directly attributable to University's purchase under this Contract.

7. **PAYMENT.** a. Payment shall be processed generally as follows except that in the event of a conflict with the terms of any applicable General Conditions, the terms of the General Conditions shall prevail. b. For contracts not requiring on-Site Work, payment shall be processed generally as follows subject to the General Conditions if applicable. The Purchase Order is valid only for the amount and quantity specified on the Form. Vendor shall invoice University in compliance with University's Invoice Processing Procedures (available via <https://www1.villanova.edu/villanova/finance/procurement/veninfo/ipp.html>) and Vendor shall be responsible for ensuring that University receives all invoices in a timely manner. Vendor shall submit one invoice for the Purchase Order. No invoices will be processed for payment until University has received goods, has inspected them and has determined that they are conforming. Invoices shall be considered as dated the later of the day the invoice is received or the day the goods are received, inspected and accepted by University. Payment for conforming goods and/or services shall be paid within thirty (30) days following the later of (i) the date of final completion of services and/or receipt of goods or (ii) the date of receipt of the invoice.

University will take advantage of early payment terms, which may be noted on Vendor's invoice but not noted on Purchase Order. With respect to invoices covering mechanical equipment and similar goods which cannot immediately be put into operation, University reserves the right to withhold from payment of such invoice pending inspection and approval of the operation of such equipment and/or goods. University shall pay for the goods by check. Payments on cash discount items will be rendered less any applicable cash discount. Invoices should match the Purchase Order when possible. The Purchase Order number must appear on all invoices and packing slips. Orders taken or services rendered without a Purchase Order are subject to delay and/or denial in payment. Acceptance by Vendor of any order from University without a Purchase Order is at Vendor's risk. If goods are rejected, any return shipping/transportation shall be borne by Vendor.

8. WARRANTIES. a. Vendor warrants to University that all items covered by the Purchase Order and Contract Documents conform to the all applicable specifications. Vendors are not authorized to substitute without prior written consent of the University. All goods shall be new, merchantable; fit for University's intended purpose; of good material, workmanship and design; and free from defect. Vendor also guarantees that the goods are of sufficient size or capacity to perform as specified. b. Vendor agrees that University and any representative designated by University, for itself and on behalf of University ("University's Representative"), shall have the benefit of all manufacturers warranties, express or implied, issued on or applicable to the goods and Vendor authorizes University and/or University's Representative to obtain the customary services furnished in connection with such warranties and guaranties. Vendor hereby assigns such warranties to University. c. The Purchase Order incorporates by reference any and all warranties (express, implied, oral or written) made by Vendor prior to or at the time the Purchase Order is accepted, including those contained in proposals, quotes, brochures, catalogues, advertisements, owner's manuals, etc., provided that in the event of a conflict, the warranty providing the most protection to University shall prevail. d. All warranties shall survive inspection, acceptance and payment. e. Vendor agrees to repair or replace with equivalent non-defective goods free of charge any goods or parts of goods which prove defective or which operate unsatisfactorily. This warranty does not apply to normal effects of wear and tear. Vendor further represents and warrants to University that Vendor and all Vendor Personnel: (i) will provide all services in a professional and workmanlike manner and in compliance with all Specifications and applicable laws, rules, regulations and orders, including, without limitation, the Americans with Disabilities Act and any OSHA or other safety rules and regulations, using duly qualified, licensed and trained personnel; (ii) are duly licensed and qualified in each applicable jurisdiction and will obtain and pay for all licenses, permits, and authorizations necessary to perform under this Contract and are not debarred or otherwise excluded from performing under this Contract; (iii) are in good standing with all governmental bodies and agencies and will remain in good standing; (iv) will not disclose to University any information in breach of any confidentiality obligation to anyone else; (v) will ensure that all work and materials provided to University under this Contract will be Vendor's or Vendor Personnel's original work and materials (or it will have acquired all rights in them) and will not infringe anyone else's rights; and (v) all products, goods and services and the manner in which they are provided shall comply with the accessibility guidelines of Section 508 of the Rehabilitation Act of 1973, as amended as of the date of this Contract, and the Web Content Accessibility Guidelines 2.0 (WCAG Level AA or higher), published by the World Wide Web Consortium (W3C), and Vendor and Vendor Personnel will promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention. Such remedies shall be available to University in addition to all others afforded to it by this Contract or at law or equity.

9. RIGHT OF INSPECTION. a. Within a reasonable time after delivery of the goods in accordance with Section 4 University shall have the right to inspect the goods to determine their conformity with the Specifications. b. Thirty (30) days from the later of the date of delivery or installation, in both cases of goods in compliance with the terms and conditions of this Contract, is deemed to be the reasonable time for University to inspect the goods. c. If all or any part of the goods are found to be non-conforming, University may reject such non-conforming goods or all goods, in University's sole discretion, whereupon such rejected goods promptly shall be removed by Vendor at Vendor's cost, and the Purchase Price with respect to such rejected goods either shall be refunded by Vendor if already paid, or shall be reduced if still owing. d. In either case, if University so directs in writing, Vendor shall promptly replace such non-conforming goods with goods conforming to the Specifications. e. All direct and incidental costs of rejecting and removing such non-conforming goods shall be borne by Vendor.

10. REMEDIES. a. In addition to remedies provided in the Contract Documents, University shall have all other rights and remedies available under applicable law. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE CONTRACT DOCUMENTS, IN NO EVENT SHALL VENDOR BE ENTITLED TO ANY PAYMENT ON ACCOUNT OF LOST PROFITS OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY REJECTION OR RETURN OF ANY GOODS, TERMINATION OF THE CONTRACT, OR OTHERWISE IN CONNECTION WITH THE CONTRACT.

11. INDEMNIFICATION. a. To the fullest extent permitted by law, Vendor shall indemnify and hold harmless University, OSA, and any University's Representative and all of their respective trustees, directors, officers, employees and agents (collectively, "Goods Indemnities") from and against all claims, liabilities, injury to or death of any person, damages, losses, costs (including, without limitation, reasonable legal fees) and expenses (collectively, "Claims"), arising from or relating to the undertaking of Vendor hereunder or any defect(s) in the goods supplied, provided such Claims are caused in whole or in part by any negligent act, omission, recklessness or willful misconduct of Vendor or anyone for whose acts Vendor may be liable, or provided Vendor may be held responsible for same under products liability law or under other applicable legal or equitable principles. b. Vendor shall assume the defense of any suit brought against Goods Indemnities and to protect Goods Indemnities from all Claims arising out of claims for infringement of any patent, invention, design, trademark or copyright in connection with the goods. c. In connection with its supply of goods and services and performance of its obligations under this contract, Vendor shall provide safety protection for persons and property in accordance with all applicable laws and regulations

12. VENDOR'S CERTIFICATE OF INSURANCE. Except as otherwise expressly agreed in writing and signed by an authorized representative of University, University's standard insurance terms (available <https://www1.villanova.edu/villanova/finance/procurement/veninfo/sir.html>) shall apply and are hereby incorporated by reference in this Contract. a. Vendor shall furnish a certificate of insurance evidencing to bodily injury/personal injury/liability coverage, property damage liability coverage, and workman's compensation coverage in coverage limits not less than those set forth below. b. This certificate must be on file in the Procurement Department prior to any commencement of work or delivery of goods. University will not be liable for payment of any Vendor's invoice if the certificate is not submitted and accepted by University. The certificate shall evidence that **Villanova University is listed as an "additional insured"** for all coverage except workers' compensation and must provide the minimum limits set forth below. c. The certificate shall also indicate whether the General Liability Policy is written on a "claims-made" or "occurrence" basis. d. In addition, the certificate must indicate that it is the responsibility of a given carrier to provide University with 30 days notice prior to cancellation or expiration of a given policy.

Worker's Compensation:	Statutory
Employers' Liability:	\$100,000/500,000/100,000
Comprehensive General Liability:	\$3,000,000 Each Occurrence
Automobile Liability:	\$3,000,000 Each Occurrence
(Limits may be reached by means of an Umbrella Policy).	

13. COMPLIANCE WITH LAWS AND NONDISCRIMINATION. a. Vendor must comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction ("Laws") including, without limitation the applicable provisions of the following and any additional Laws referenced in the General Conditions, all as amended and in effect as of the date of this order: the Anti-Kickback Act (41 U.S.C. Sections 51 *et seq.*), the Civil Rights Act of 1964 (42 U.S.C.

Section 2000a *et seq.*), Executive Orders 11246 and 11375, the Age Discrimination in Employment Act of 1967 (29 U.S.C. Section 621 *et seq.*), the Rehabilitation Act of 1973 (29 U.S.C. Sections 701 *et seq.*), the Americans With Disabilities Act of 1990 (42 U.S.C. Section 12101 *et seq.*), and of all other applicable Laws dealing with labor and wages, workmen's compensation, employer liability, unemployment compensation, benefits, safety, antitrust and anti-collusion, fair trade, anti-corruption, U.S. export regulations, the environment, equal employment opportunity and discrimination on the basis of race, color, religion, gender, national origin, veteran's status or disability. Vendor represents that no law has been violated in the manufacture, transport or sale of the items or services covered by this order. e. Vendor represents that any durable item purchased by this Purchase Order has a valid serial number and that the serial number has not been altered or removed, as the possession and sale of such items is prohibited by law. University is committed to full compliance with all U.S. Export regulations. If any part of the activity scope posed by this Contract presents a conflict in terms of compliance with export control regulations, University's compliance obligation will supersede its obligations under this Contract. In particular, University will not engage in any transactions with an entity or individual listed on the Specially Designated Nationals List (SDN List) maintained by the Office of Foreign Assets Controls (OFAC) (each a "Blocked Person"). If any party to this Contract has knowledge that an activity under the Contract would involve a Blocked Person, that party must make University aware of that status immediately upon learning that such activity involves a Blocked Person. All requirements set forth above in this Section apply to this Contract, as well as any future amendments or other sub-Contracts that derive from or are executed in furtherance of this Contract. Vendor and all Vendor Personnel shall promptly provide current, complete and accurate information requested by University in connection with University's research and review of applicable lists and licenses and other actions in connection with compliance with U.S. export laws.

14. **WAIVER OF LIENS.** a. Vendor, for itself and for all its subcontractors, agrees that no mechanic's, material man's lien, tax lien or other claim shall be filed or maintained or caused to be filed or maintained by Vendor or by any subcontractor, laborer or any other person, whatsoever, for or on account of any work done on goods furnished under this Contract. This agreement shall be an independent contract. b. In every subcontract entered into by Vendor in connection with the Contract, Vendor shall incorporate a provision similar to the foregoing subsection to the effect that neither the subcontractor nor any party acting through or under it shall file or maintain or cause to be filed or maintained any mechanic's lien material man's lien, tax lien or other claim against University in connection with the work.

15. **WAIVER OF BREACH.** a. Waiver, forbearance or inaction by University of a breach by Vendor of any PO Term shall not be deemed a waiver of future compliance with all Contract Documents, and all such Contract Documents shall remain in full force and effect as to future performances.

16. **CANCELLATION.** a.. If the subject matter of the Purchase Order (or any design, prototype, drawing, or other sample) is subject to prior review and approval by University, University may cancel the Purchase Order upon its determination that such subject matter, design, prototype, drawing or sample does not conform to any applicable project specifications; and University shall have no further obligations or liability hereunder.

17. **TERMINATION OF PURCHASE:** a. University may terminate the Purchase Order and/or any Contract Documents in connection there with and any and all rights granted and obligations assumed herein without cause by giving ten (10) days' written notice to Vendor; provided that, except in the event of termination for breach or non-compliance by Vendor or any Vendor Personnel, University shall compensate Vendor for reasonable costs that were necessarily incurred prior to the time of termination for which University receives within ten (10) days of Vendor's notice of termination a detailed invoice together with any supporting documentation reasonably requested by University. b. Upon receipt of a notice of termination and except as otherwise mutually agreed, Vendor shall stop work, including any manufacture, packing, preparation or delivery under the Purchase Order on the effective date of the notice of termination. c. **Termination for Cause:** University may terminate the Purchase Order and/or Contract Documents in connection there with and any and all rights granted and obligations assumed herein at any time if Vendor fails to carry out its terms or fails to make substantial progress toward the fulfillment of terms, as specified in this document and related contract documents within (10) day written notice of conditions that endanger contract performance, notwithstanding the foregoing; University need not provide ten (10) day written notice in the event of a failure of vendor to timely deliver, in which case University may terminate pursuant to section 4i above. If after such notice, Vendor fails to promptly remedy these conditions, University may issue an order to Vendor for immediate cancellation of the Contract.

18. **ASSIGNMENT/DELEGATION.** a. Vendor shall neither assign any right or interest in this Contract, nor delegate any obligation owed by it hereunder, without the prior written consent of University. b. Any attempted assignment or delegation absent University's consent shall be wholly void and totally ineffective for all purposes.

19. **COMMUNICATIONS.** a. With the exception of invoices and monthly statements of account, which are to be directed to Villanova University Procurement Department, all communications and acknowledgments from Vendor concerning the Purchase Order must be directed to the Villanova University department or contact person listed on the Form (or if none is listed to the Villanova University Procurement Department).

20. **DISPUTES:** a. Any dispute or other legal proceeding arising under this Purchase Order and/or Contract to which the University or OSA is a party which is not settled by agreement of the parties shall be settled in the state or federal courts of the Commonwealth of Pennsylvania in Delaware County or the Eastern District of Pennsylvania, provided, however that University may require Vendor to submit to mediation or binding arbitration under the rules of the American Arbitration Association in Delaware County, Pennsylvania. Pending any decision, appeal or judgment in such proceedings, or the settlement of any dispute arising under the Purchase Order or Contract Documents, Vendor shall proceed diligently with the performance of the Purchase Order and Contract Documents in accordance with the direction of University.

21. **FEDERAL, STATE and LOCAL TAXES.** a. Purchases made by University are exempt from the payment of Pennsylvania State Sales and Use Taxes and Federal Excise Taxes. b. Documentation of these exemptions will be provided to Vendor upon request. Vendor shall provide University with an executed IRS form W-9 prior to submission of the initial invoice.

22. **NON-COLLUSIVE BIDDING.** a. Vendor certifies that the Purchase Price has been determined independently without collusion with University's employees, other bidders, or any other supplier, and without effort to preclude University from obtaining the lowest competitive price.

23. **RECORDS; RIGHT TO AUDIT.** a. Vendor shall maintain books, documents and records consistent with industry best practices to document any prices, charges, discounts, refunds, returns, Specifications, compliance with terms and conditions and other matters related to this Contract for the term of this Contract plus an additional four (4) years following the expiration or termination of this Contract. b. Vendor shall provide University or University's designee reasonable access to its books, documents and records as requested by University to monitor and evaluate Vendor's compliance with the terms and conditions of the Contract at any time during the term of this Contract plus four (4) years following the termination or expiration of this Contract.

24. **MISCELLANEOUS.** a. No agreement or other understanding in any way modifying the Contract Documents shall be binding upon University unless made by or

accepted by University in writing. The Purchase Order and Contract Documents shall be subject to modification, amendment and/or cancellation by University in event of fire, accident, strike, Government acts or other conditions beyond University's reasonable control. University shall promptly provide to Vendor written notice of the occurrence of such events requiring such modification, amendment and/or cancellation. b. This writing and the other Contract Documents is intended by the parties as a final expression of their agreement with respect to the subject matter hereof. c. Any provision in the Contract Documents that is held to be inoperative, unenforceable, voidable or invalid in any jurisdiction shall as to that jurisdiction, be ineffective, unenforceable, void or invalid without affecting the remaining provisions, or the enforce ability of all provisions in any other jurisdiction and to this end, the provisions hereof are declared to be severable. d. The Contract, including the Purchase Order is to be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the choice or conflict of laws provisions thereof. This Section shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which one of the others is a party. e. All indemnification, payment, warranty, lien waiver, title and remedies provisions shall survive the termination or expiration of the Purchase Order and any Contract Documents.

25. CONFLICT OF INTEREST. The terms and conditions of University's Conflict of Interest Policy (available via [https://www1.villanova.edu/villanova/hr/policies/university/conflicts\\_ethics.html](https://www1.villanova.edu/villanova/hr/policies/university/conflicts_ethics.html)) are hereby incorporated by reference and made applicable to this Contract. a. Vendor must disclose the name of any Vendor owner, agent, contractor or employee that is also an employee or trustee of University. Further, Vendor must disclose the name of any Villanova employee or trustee who owns, directly or indirectly, an interest in Vendor or any of its affiliates.

26. CONFIDENTIALITY; PUBLICITY. Information Protection. Vendor and all Vendor Personnel will: (i) treat as confidential any proprietary, trade secret or other non-public information, materials and samples that obtained, seen, heard, read, or otherwise learned in connection with the Services relating to University, whether obtained from University or anyone else at the direction of University ("Information"); (ii) use Information only as needed to perform the Services and not for any other purpose; (iii) disclose Information only to Vendor Personnel who need it to perform the Services; and (iv) take all reasonable measures to guard against accidental disclosure of Information. Vendor is responsible for the actions of all Vendor Personnel, and anyone else to whom it discloses Information. Information does not include information, materials, or samples that: (w) are or become publicly known through no fault of Vendor or Vendor Personnel, (x) were known to Vendor before University's sharing it, (y) were disclosed to Vendor by someone else having no confidentiality obligation to University, or (z) are independently developed by Vendor without using Information. If Vendor or any of the Vendor Personnel relies upon the exceptions above, its business records must support its reliance. University may share Information at its discretion and is not required to share any Information under this Contract. Information remains University's property, and neither Vendor nor any Vendor Personnel will acquire any rights to it. Neither party will publicly disclose or announce this Contract or this business relationship, nor use the other's name, logo, design, brand, service mark or trademark ("Marks"), without prior written approval from the other party in each case. Vendor and all Vendor Personnel shall promptly cease use of University's Marks upon receipt of written request to do so from University. If Vendor or any Vendor Personnel is required by court or government order to disclose Information, it must notify University as soon as possible (unless Vendor is legally prohibited from doing so) and cooperate with University to secure a protective order or otherwise protect the Information. Vendor may disclose Information only to the limited extent required to comply with the order. The Information remains confidential and otherwise fully protected under this Contract.

27. DATA. Vendor shall promptly upon request by University at any time and no later than the effective date of any termination or expiration of the Contract, in the form and format requested by University, return or securely transmit to University's designee identified in writing by University, a current, correct and complete copy of any data or information collected, created, received, stored, accessed, processed, transmitted, hosted or otherwise managed for or on behalf of University, its employees, students, faculty, agents and representatives. Any Vendor collecting, creating, receiving, storing, accessing, processing, transmitting, hosting or otherwise managing data or information for or on behalf of University: (a) must complete University's then-current Vendor Information Security Questionnaire (or the equivalent or replacement) prior to any engagement and at any other time upon request by University, and (b) shall be subject to the terms and conditions of the University's then-current Villanova Data Addendum (or the equivalent or replacement terms).

## II. ADDITIONAL TERMS FOR SERVICES ON-SITE AT ANY LOCATION FOR THE BENEFIT OF PURCHASER

28. CHILD ABUSE REPORTING & BACKGROUND CHECKS. University's policies regarding Child Abuse Reporting (available via <https://www1.villanova.edu/villanova/president/uco/minors/childabuse.html>) and Background Checks (available via [https://www1.villanova.edu/villanova/president/uco/minors/background\\_checks.html](https://www1.villanova.edu/villanova/president/uco/minors/background_checks.html)) are applicable to any work or services to be performed on University's campus or any on-site location for the benefit of or on behalf of University and are hereby incorporated by reference in this Contract. Upon request by University, Vendor shall sign and return University's Reporting and Clearances Amendment available via <https://www1.villanova.edu/villanova/finance/procurement/veninfo/rga.html>.

29. SAFETY. University's Safety Policy for Contractors is applicable to any work or services to be performed on University's campus or any on-site location for the benefit of or on behalf of University and is hereby incorporated by reference in this Contract. The Safety Policy for Contractors is available via <https://www1.villanova.edu/villanova/finance/procurement/veninfo/rga.html>.

30. SEXUAL HARASSMENT: University's policies regarding sexual harassment (available via [https://www1.villanova.edu/villanova/hr/policies/university/discrimination\\_harassment.html](https://www1.villanova.edu/villanova/hr/policies/university/discrimination_harassment.html)) are applicable to any work or services to be performed on University's campus or any on-site location for the benefit of or on behalf of University and are hereby incorporated by reference in this Contract. Vendor shall exercise control over Vendor Personnel so as to prohibit acts of sexual harassment of University employees, contractors, representatives, agents or students. In the event that University in its reasonable judgment determines any Vendor Personnel has committed an act of sexual harassment, Vendor shall cause such person to be removed from the project site and from University premises and to take such other action as may be reasonable necessary to cause the sexual harassment to cease.

31. DRUG FREE WORKPLACE: University's policies regarding a drug-free workplace (available via <http://www1.villanova.edu/villanova/hr/policies/university/drugfreeschools.html>) are applicable to any work or services to be performed on University's campus or any on-site location for the benefit of or on behalf of University and are hereby incorporated by reference in this Contract. a. Vendor acknowledges and certifies that it understands that any acts by Vendor or Vendor Personnel in violation of such policies are prohibited. b. Vendor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by University in addition to any criminal penalties that may result from such conduct. c. In the event that University in its reasonable judgment determines any Vendor Personnel has violated such policies, Vendor shall cause such person to be removed from the project site and from University premises and to take such other action as may be reasonable necessary to cause such violation to cease.

32. WORKPLACE VIOLENCE; WEAPONS: University's policy regarding workplace violence (available via <http://www1.villanova.edu/villanova/hr/policies/university/workplaceviolence.html>) is applicable to any work or services to be performed on University's

campus or any on-site location for the benefit of or on behalf of University and is hereby incorporated by reference in this Contract. . Vendor acknowledges and certifies that it understands that University seeks to provide a safe workplace for all employees. To ensure a safe workplace, and to reduce the risk of violence, Vendor shall comply and cause all Vendor Personnel to comply with such policy: Possession or concealment of a weapon while on University property, including bringing a weapon of any type onto campus, at any time is expressly prohibited.

### III. ADDITIONAL TERMS FOR GOVERNMENT CONTRACTS AND FEDERAL GRANTS

When a Purchase Order is placed in connection with a government prime or sub contract, the following Federal Acquisition Regulations (“FAR”) provisions or Department of Defense Supplement to the Federal Acquisition Regulations (“DFARS”; FAR and DFARS generally referred to as “FAR provisions”) apply and are incorporated into the Contract by reference. When a Purchase Order is placed in connection with a federal grant, the applicable regulations from OMB’s Uniform Guidance (2 CFR 200) apply and are incorporated into the Contract by reference. In the event of a conflict between these FAR provisions and any other University term or condition with Vendor, the FAR provisions shall control. The full text of the clauses may be found at <http://farsite.hill.af.mil/>.

#### A. GENERAL PROVISIONS

FAR 52.203-3	Gratuities
FAR 52.203-5	Covenant Against Contingent Fees
FAR 52.211-15	Defense Priority and Allocation Requirements
FAR 52.222-20	Walsh-Healey Public Contracts Act
FAR 52.222-21	Prohibition of Segregated Facilities
FAR 52.222-50	Combating Trafficking in Persons
FAR 52.223-6	Drug-Free Workplace
FAR 52.225-1	Buy American Act – Supplies
FAR 52.225-13	Restrictions on Certain Foreign Purchase
FAR 52.227-1	Authorization and Consent
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
FAR 52.227-10	Filing of Patent Applications - Classified Subject Matter
FAR 52.227-14	Rights in Data – General
FAR 52.227-15	Representation of Limited Rights Data and Restricted Computer Software
FAR 52.227-16	Additional Data Requirements
FAR 52.227-20	Rights in Data – SBIR Program
FAR 52.228-5	Insurance – Work on a Government Installation
FAR 52.237-2	Protection of Government Buildings, Equipment and Vegetation
FAR 52.244-6	Subcontracts for Commercial Items
FAR 52.247-63	Preference for U.S. – Flag Air Carriers
FAR 52.247-64	Preference for Privately Owned U.S. – Flag Commercial Vessels
FAR 52.249-2	Termination for Convenience of the Government (Fixed Price)

#### B. SPECIAL PROVISIONS WITH PURCHASES OVER \$10,000.00

FAR 52.222-26	Equal Opportunity
FAR 52.222-36	Affirmative Action for Workers with Disabilities
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act
41 CFR 60-741.5	Equal Opportunity for Workers With Disabilities -

#### C. SPECIAL PROVISIONS WITH PURCHASES OVER \$100,000.00

FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (except subparagraph c)
FAR 52.203-7	Anti-Kickback Procedures (except subparagraph c1)
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions
FAR 52.215-2	Audit and Records – Negotiation
FAR 52.219-8	Utilization of Small Business Concerns
FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation
FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
41 CFR 60-300.5	Equal Opportunity for Disabled Veterans, Recently Separated Veterans, Other Protected Veterans, and Armed Forces Service Medal Veterans –

#### D. SPECIAL PROVISIONS WITH PURCHASES OVER \$150,000.00

FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions
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#### E. SPECIAL PROVISIONS WITH PURCHASES OVER \$650,000.00

FAR 52.219-9	Small Business Subcontracting Plan
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#### F. SPECIAL PROVISIONS WITH PURCHASES OVER \$700,000.00

FAR 52.215-12	Subcontractor Cost or Pricing Data
FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications
FAR 52.230-2	Cost Accounting Standards
FAR 52.230-3	Disclosure and Consistency of Cost Accounting Practices

## G. DEFENSE FEDERAL ACQUISITION REGULATIONS (DFAR) FOR DoD CONTRACTS AND SUBCONTRACTS

DFAR 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)  
DFAR 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)  
DFAR 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)  
DFAR 252.204-7004 ALTERNATE A TO FAR 52.204-7, CENTRAL CONTRACTOR REGISTRATION (NOV 2003)  
DFAR 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)  
DFAR 252.209-7005 RESERVE OFFICER TRAINING CORPS AND MILITARY RECRUITING ON CAMPUS (JAN 2000)  
DFAR 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)  
DFAR 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)  
DFAR 252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA – SUBMISSION AFTER AWARD (JUN 2005)  
DFAR 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JUN 2004)  
DFAR 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAR 2006)  
DFAR 252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (JUL 2006)  
DFAR 252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (APR 2003)  
DFAR 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)  
DFAR 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)  
DFAR 252.227-7013 RIGHTS IN TECHNICAL DATA—NONCOMMERCIAL ITEMS (NOV 1995)  
DFAR 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)  
DFAR 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)  
DFAR 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS—COMPUTER SOFTWARE (JUN 1995)  
DFAR 252.227-7030 TECHNICAL DATA—WITHHOLDING OF PAYMENT (MAR 2000)  
DFAR 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)  
DFAR 252.227-7039 PATENTS—REPORTING OF SUBJECT INVENTIONS (APR 1990)  
DFAR 252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (NOV 2004)  
DFAR 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)  
DFAR 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)  
DFAR 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)  
DFAR 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)