

Throughout these Terms and Conditions, the University of Dayton, including the University of Dayton Research Institute, and all of its members, officers, trustees, employees, volunteers and agents, shall be referred to as “University” and the seller or service provider shall be referred to as “Vendor.”

SECTION I: GENERAL TERMS AND CONDITIONS

- A. APPLICABILITY.** Section I of these Purchase Order Terms and Conditions shall apply to all purchases made through the University’s eProcurement system or otherwise using a University Purchase Order, unless the provisions are superseded by terms in Sections II and III, as applicable, or another written agreement governing the relationship of the parties dictates otherwise.
- B. ACCEPTANCE.** Acceptance by Vendor of a University Purchase Order (“PO”) and its provisions and/or any act of performance is limited to and constitutes acceptance of the terms and conditions (“Terms”). No additional or different terms shall become part of or alter these Terms unless both parties have executed a Master Agreement or another written agreement that explicitly supersedes, modifies or controls (in the event of a conflict with) these Terms. These Terms shall supersede and control over any terms or conditions of sale in Vendor form(s), regardless of any statement to the contrary in such form(s). All applicable Terms, the PO and any written agreement(s) between the parties regarding the purchase of goods and/or services subject to a PO shall constitute the “Agreement” between the parties regarding those goods and/or services.
- C. INVOICES AND PAYMENT.** POs must not be invoiced at prices higher than listed on the PO without authority in writing from the University. Unless otherwise provided in the PO, no invoices shall be issued nor payments made prior to delivery. Individual invoices must be issued for each shipment. Unless freight and other charges are itemized, any discount will be taken on full amount of invoice. Payment is contingent upon acceptance of material. Cash discount period shall be calculated from date of receipt of acceptable materials or services or acceptable invoice whichever is received the later.
- D. INSPECTION.** Final inspection shall be made by the University at the University's location unless otherwise specified in writing. Articles or services delivered under a PO shall be subject to the University's inspection and approval, and payment of invoices therefor shall not constitute acceptance thereof. Articles delivered shall conform to specifications, drawings, samples or other description as set forth on the PO or otherwise furnished by the University and shall be of good material and workmanship and free from defects. Goods which are not as warranted or do not conform to specifications may be returned to Vendor at Vendor's expense or held for Vendor's instructions at Vendor's risk, and credit therefor shall be given or the goods replaced as University may direct. After inspection and acceptance, Vendor's

liability shall be limited to liability for latent defects, fraud, or gross mistakes of the Vendor as amount to fraud.

- E. WARRANTIES AND SPECIFICATIONS.** In addition to any warranty implied by fact or law, Vendor expressly warrants all items to be free from defects in design, workmanship and materials; to conform strictly to applicable specifications, drawings and approved samples, if any; to be fit and sufficient for the propose intended; to be merchantable; and have been produced, sold, or furnished in compliance with all applicable laws and regulations. Such warranties, together with any and all other service warranties of Vendor, shall run to University, its successors, assigns and customers. All warranties shall survive inspection, test, acceptance of and payment by University. In the event of breach of warranty, University may, at its option, either return for credit or require prompt correction or replacement of the defective or non- conforming goods. The University shall be entitled to all remedies set forth in these Terms or the Agreement and as provided by law. Such remedies are deemed and shall be cumulative.
- F. CHANGES.** At any time by written notice, the University may make changes within the general scope of a PO to drawings and specifications, shipping instructions, quantities, and delivery schedules. Should any such change increase or decrease the cost of, or the time required for performance of the PO, an equitable adjustment in the price and/or delivery schedule will be made. Any claims for adjustment by Vendor must be made in writing within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.
- G. DELIVERY.** Deliveries shall be strictly in accordance with the schedule set out or referred to in the PO and in exact quantities ordered. Notwithstanding the foregoing Vendor shall not be liable for delay in delivery due to causes beyond Vendor's control and without Vendor's fault or negligence, provided Vendor exercises due diligence in promptly notifying University of conditions which will result in delay, and provided further, if Vendor's delay is caused by the default of a subcontractor or supplier, such default arises out of causes beyond the control of both Vendor and the subcontractor or suppliers, and without the fault or negligence of either of them, and the supplies or services to be furnished by the subcontractor or supplier were not obtainable from other sources in sufficient time to permit Vendor to meet the required delivery schedule.
- H. CANCELLATION FOR BREACH.** The University reserves the right to cancel the PO without liability for damages or otherwise if delivery is not made within the time specified or agreed upon or within a reasonable time (if no time is specified), unless a time extension has been granted by the University in writing; or if the quality of the articles delivered is not as specified in the PO; or if any proceeding under the bankruptcy or insolvency laws is brought by or against the Vendor; or a receiver of Vendor is appointed or applied for; or an assignment for the benefit of creditors is

made by the Vendor; or if University's expectation for receiving Vendor's due performance has been impaired.

- I. TERMINATION.** The University may terminate a PO in whole or in part, at any time, for convenience (as distinguished from cancellation for breach) by notice in writing to the Vendor specifying the date upon which such termination shall become effective and the extent to which such performance hereunder shall be terminated ("Notice of Termination"). Termination shall be effective upon the date and to the extent specified in said notice. Upon receipt of a Notice of Termination, the Vendor shall act in good faith to attempt to agree upon such lump sum, in lieu of the price or prices elsewhere specified in the PO, as the parties mutually agree is fair and equitable under the circumstances.
- J. RESPONSIBILITY FOR PROPERTY.** Unless otherwise provided in the PO, Vendor, upon delivery to it or manufacture or acquisition by it, of any materials, parts, tooling or other property the title to which is in University or the government, assumes the risk of and shall be responsible for any loss of or damage to such items. Vendor, in accordance with the provisions of the PO, but in any event upon fulfillment of a PO, shall return such property to University in the condition in which it was received except for reasonable wear and tear and except to the extent such property has been incorporated into items delivered under the PO, or has been consumed in normal performance of work under the PO.
- K. CONFIDENTIALITY.** Vendor, including its employees, agents, and any sub-contractors, shall hold and deal with the following in confidence: (1) information relating to a student and/or any education records of a student; (2) any programs or service(s) of the University that have not yet been made public by the University; (3) all information and reports that may be generated for or by the University pursuant to Vendor's services; (4) any specifications, drawings, designs, know-how, trade secrets, customer lists, sales information, technical data, incentives, procurement strategies, inventions, proprietary methodologies, techniques and tools of the University; and (5) any other information or materials that are designated as "confidential" or should be reasonably known by the Vendor to be confidential (collectively, "Confidential Information"). Vendor agrees that Confidential Information shall be the sole and exclusive property of University. Confidential information does not include information that is (6) approved for release or disclosure without restriction by the University in writing; (7) publicly known or becomes publicly known, so long as it is not through the acts or omission of the Vendor that it is or becomes publicly known; (8) rightfully received by the Vendor from a third party without restriction and without violation of any agreement; or (9) legally required to be disclosed by the Vendor in response to a requirement of a governmental agency or court of law having jurisdiction, in which case the Vendor will provide the University prompt notice prior to disclosure so that the University may seek judicial protection or otherwise limit disclosure, if the University so desires, and in which case Vendor shall reasonably cooperate in good faith with University in such efforts. Vendor shall protect the University's

Confidential Information that is in the Vendor's possession or control from disclosure to third parties using at least the same means it uses to protect its own confidential information, but in any event not less than reasonable means.

- L. PRICE.** Vendor warrants that the prices for the articles sold to University under the PO are not less favorable than those prices currently extended to any other customer for the same or like articles in equal or less quantities. In the event Vendor reduces its price for such articles during the term of the Agreement, Vendor agrees to reduce the prices for items under this PO correspondingly.
- M. APPLICABLE LAW.** This Agreement shall be construed and interpreted solely in accordance with the laws of the State of Ohio, without regard to conflict of law principles that would require the application of any other state's laws. The parties agree that the sole and exclusive jurisdiction for any disputes shall be the State of Ohio.
- N. WAIVER.** The failure of University to enforce at any time any of the provisions of the Agreement, or to exercise any option provided in the Agreement, or to require at any time performance by the Vendor of any of the provisions of the Agreement, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of the Agreement or any part of it, or the right of University thereafter to enforce each and every such provision.
- O. COMPLIANCE.** The Vendor agrees to comply with all applicable Federal, State and local laws and regulations as they may pertain to the PO, including but not limited to laws regarding equal employment opportunity, immigration, and nondiscrimination.
- P. INDEMNITY.** Vendor shall defend, indemnify, protect, and hold harmless and reimburse the University, its members, trustees, officers, agents, representatives, employees, volunteers, students, successors and assigns from and against any and all claims, demands, actions, suits, damages, judgments, liabilities, costs, and expenses, including reasonable attorney's fees and disbursements, arising out of or in connection with, whether directly or indirectly: (1) Vendor's performance or non-performance (including the performance or non-performance of its subcontractors) under the PO; (2) Vendor's representations, warranties, or obligations related to the PO; or (3) violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of Vendor's goods or services under the PO. Additionally, Vendor agrees to indemnify and hold University harmless against all liability to third parties (other than liability solely the fault of University) arising directly or indirectly from or in connection with any defect in the goods and or actual or claimed violation or infringement of the third party's trade secrets, trademark, copyright, or patent rights in connection with the sale or use of the goods provided or used by the Vendor. This obligation shall survive performance, expiration or termination of the PO.

- Q. NOTICE OF LABOR DISPUTE.** Whenever Vendor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the PO, Vendor shall immediately give notice of the dispute, including all the relevant information about the dispute, to University. Vendor shall insert substance of this clause, including this sentence, in any subcontract hereunder as to which a labor dispute may delay the timely performance of the PO, except that any subcontractor need give the required notice and information only to its next higher-tier subcontractor.
- R. UNIVERSITY NAME AND LOGO.** Vendor shall not use or register the name “University of Dayton” alone or as part of another name or any logos, seals, insignia or other words, names, symbols or devices that identify University or any University school, division or affiliate for any purpose except with the prior written approval of, and in accordance with any restrictions required by, the University. Any approved use must be consistent with the University’s brand guidelines available at <https://www.udayton.edu/brand/>.
- S. MODIFICATIONS.** These Terms may be modified from time and time, at University’s discretion. The Terms applicable to a given PO shall be the Terms as they exist on the date of the PO.
- T. ASSIGNMENT.** Vendor may not assign or delegate its performance under the Agreement without the prior written consent of the University and any assignment or delegation made without such consent shall be void as to the University.
- U. GENERAL.** The Agreement contains the entire agreement between the parties and supersedes any prior or contemporaneous agreements, written or otherwise, between the parties relating to the matters covered in the Terms, the PO and applicable written agreement(s) (if any), unless explicitly stated otherwise. If any provision of the Agreement is prohibited by law, such provision shall be deemed ineffective but such ineffectiveness shall not invalidate the remaining provisions of the Agreement.

SECTION II: ON-SITE VENDOR TERMS AND CONDITIONS

The following terms and conditions apply to any Vendor who conducts work or services on University premises or who represents the University at off-campus locations. These terms shall be in addition to the terms listed above in Section I, or in any plans, specifications or other documents incorporated by reference. If any of the terms in this Section II conflict with the terms in Section I, the Section II term(s) shall control, unless there is a Master Agreement or other written agreement explicitly modifying these terms and their applicability to Vendor.

The use of any sub-contractor(s) by Vendor in fulfilling any work must be approved by the University. All of Vendor’s sub-contractor(s) or Vendor’s independent contractors are subject to the terms of the Agreement.

- A. VENDOR STATUS.** Vendor is acting as an independent vendor/contractor. Vendor is not an employee, agent, partner, or joint venturer, of the University and does not have the right or ability to bind the University to any agreement with a third party or to incur any obligation or liability on behalf of the University. Vendor agrees to perform and discharge all obligations in connection with the services as an independent contractor and for all purposes including but not limited to federal and state social security laws, employee compensation and unemployment insurance and contributions, taxes, and public liability insurance requirements.
- B. SUBJECT TO UNIVERSITY POLICIES.** Vendor is subject to University policies and procedures. Vendor agrees to familiarize itself with applicable policies, such as policies and protocols on confidentiality, conflict of interest, smoking, nondiscrimination, etc., as well as those policies that may pertain to the scope of Vendor's work. Such University policies and procedures, as they may exist from time to time, including the compliance requirements set forth in them, are incorporated herein by reference.
- C. ALCOHOL, TOBACCO, AND DRUGS.** If the Vendor and/or its employees or agents arrive at the event site under the influence of drugs or alcohol, or any such individuals smoke on campus outside the University's designated smoking areas, the University reserves the right to cancel the Agreement and recover from Vendor all sums already paid under the Agreement.
- D. CONTROL OF PERFORMANCE AND DAMAGES.** The Vendor will control the details and manner of service. Notwithstanding this control by Vendor, the University may stop work deemed to be in violation of state or federal law, applicable ordinances or University policy. Damages to the premises, equipment or properties of the University caused by the Vendor or its staff, either intentionally or through negligence, will be paid for by the Vendor and may be deducted by the University from the agreed-upon fee.
- E. BACKGROUND CHECKS.** Vendor certifies that all employees, subcontractors, or volunteers who will work on the University premises have successfully passed a background check that meets or exceeds the University's standards for the type of work being performed, as specified in University policy (<http://www.udayton.edu/policies/legalaffairs/background-check-policy.php>). Specifically, the Vendor's background check must include a criminal history check and sex and violent offender registry check as defined in the University's policy. A successful background check must return no sex offenses and no criminal convictions or incidents that bear a demonstrable relationship to successful performance of the work service being performed. Failure to successfully pass a sex and violent offender registry check will result in an automatic disqualification.

All individuals, including the employees and subcontractors of any Vendor engaged by Vendor, are required to self-disclose to University disqualifying criminal arrests

and/or convictions within a 72-hour period of their occurrence. The University has the right to audit Vendor's background check process at any time, which may include reviewing background screening records. Upon the University's request, Vendor shall provide University with proper verification of a successful background check

If Vendor knowingly and/or intentionally falsifies or fails to report information or background status on a contract worker or subcontractor working on University grounds, University reserves the right to immediately remove the worker in question from the premises or project; to cancel the Agreement with the Vendor; and/or to permanently bar Vendor from conducting further business with the University.

If Vendor, acting in good faith, errs in reporting the correct background status of an employee or subcontractor working on University premises, Vendor shall, as soon as practicable upon discovery of the error, notify its University point of contact of the employee's correct status. Vendor shall then take immediate corrective action, which may include removing the individual from University premises and replacing the person with a qualified individual.

If Vendor cannot comply with this section, Vendor must contact the University representative for alternatives before commencing work on the University premises, to determine how compliance can be established. All screening required to comply with this section shall be at Vendor's expense and shall not be reimbursable by the University unless agreed otherwise in writing.

F. STANDARD OF BEHAVIOR. Vendor agrees to recognize and act in accordance with the Catholic and Marianist standards of honesty, dignity, and respect. Vendor agrees not to engage in any conduct in violation of any state or federal statute, regulation or ordinance, conduct involving moral turpitude; conduct in violation of the University's Policy Prohibiting Illegal, Fraudulent, Dishonest, and Unethical Conduct; or any other conduct that is inconsistent with, embarrassing to or destructive to the University's identity as a Catholic and Marianist institution.

G. INSURANCE.

- 1) Throughout the term of the Agreement and for two (2) years following, the Vendor shall maintain, at Vendor's expense, Commercial General Liability Insurance with respect to claims for bodily injury, personal injury, advertising injury and property damage arising out of Vendor's services and operations, goods and products and completed operations in an amount not less than One Million Dollars (\$1,000,000) per occurrence, and not less than Two Million Dollars (\$2,000,000) in the aggregate.
- 2) The Vendor shall also maintain throughout the term of the Agreement Automobile Liability for owned, leased vehicles in an amount no less than \$1,000,000 per occurrence.

- 3) Vendor shall maintain Workers' Compensation, for the duration of the Agreement, consistent with the requirements of the State of Ohio. The Vendor's workers compensation policy shall be amended to include a Waiver of Subrogation against the University. The Vendor shall also maintain through the term of this agreement Employers' Liability (aka Stop Gap Liability) in an amount of not less than \$1,000,000 per occurrence.
- 4) The Vendor shall also maintain an Umbrella or Excess Liability policy with at least Two Million Dollars (\$2,000,000) occurrence and Two Million Dollars (\$2,000,000) aggregate limit. The Umbrella or Excess Liability policy shall be inclusive of General Liability, Automobile Liability and Employers' Liability. The limit expressed herein is not intended to limit Vendor's liability to the amount of such coverage limits.
- 5) The Commercial General Liability shall include the following as Additional Insured: University, its affiliates and subsidiaries, members, officers, employees, and volunteers. Coverage provided shall be primary to the Additional Insured's and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing or excess. The above policies and Certificate of Insurance shall also provide for a thirty (30) day notice of cancellation or non-renewal to the certificate holder. A certificate evidencing such coverage shall be forwarded to:

Attn: Margie Keenan
Associate Director, Risk Management & Insurance
300 College Park, Dayton, Ohio 45469-1642
mkeenan1@udayton.edu
- 6) If applicable, Vendor shall, in addition to the above requirements, maintain throughout the term of the Agreement and two (2) years following, professional liability insurance for claims arising from real or alleged errors, omissions, or negligent acts committed in the performance of professional or technical services associated with the Agreement with limits of at least \$1,000,000 per claim and \$2,000,000 in the aggregate. The limit expressed herein is not intended to limit the Vendor's liability to the amount of such coverage limits.
- 7) University reserves the right to require other insurance requirements depending on the nature of the service or goods.

H. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT. Vendor warrants that it will not make available or distribute any education records it receives from the University in violation of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"). Vendor agrees to limit access to records provided by the University to its employees with a legitimate need to know in order for Vendor to fulfill its obligations under the Agreement. For purposes of its Policy on Disclosure of Student Records (also known as its "FERPA Policy"), University designates Vendor as a "School Official."

- I. **DATA SECURITY.** Vendor warrants that it has procedures in place to prevent unauthorized access to data provided by the University, and the procedures will be documented and available to the University upon request. Vendor will notify the University immediately in the event of a security incident that could or does impact the University records or data. Vendor will conduct an investigation as soon as practical, but no more than ten (10) business days from the data security incident first being identified. This notice should include details of the incident and steps to resolve the breach. Vendor agrees that the University data will not be shared or sold to third parties without prior written authorization from the University.
- J. **EQUAL OPPORTUNITY.** In connection with the furnishing of any goods or services to the University, Vendor agrees not to discriminate against any recipients of services or employees or applicants for employment on the basis of race, color, national origin, ancestry, religion, sex, sexual orientation, gender identity, gender expression, age, genetic information, disability, or protected veteran status. Vendor shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities and veterans.

SECTION III: GOVERNMENT CONTRACT PROVISIONS

When a PO states it 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 Agreement by reference.

When the PO states it is placed in connection with a federal grant, the applicable regulations from OMB’s Uniform Guidance (2 CFR 200), as well as Section H below, apply and are incorporated into the Agreement 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 Purchases

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 52.233-1	Disputes
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 52.222-40	Notification of Employee Rights Under the National Labor Relations Act
41 CFR 60-741.5	Equal Opportunity for Workers With Disabilities - 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.

C. SPECIAL PROVISIONS WITH PURCHASES OVER \$15,000.00

FAR 52.222-36	Affirmative Action for Workers with Disabilities
---------------	--

D. SPECIAL PROVISIONS WITH PURCHASES OVER \$100,000.00

41 CFR 60-300.5	Equal Opportunity for Disabled Veterans, Recently Separated Veterans, Other Protected Veterans, and Armed Forces Service Medal Veterans – 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.
-----------------	---

E. SPECIAL PROVISIONS WITH PURCHASES OVER \$150,000.00

- 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

F. SPECIAL PROVISIONS WITH PURCHASES OVER \$700,000.00

- FAR 52.219-9 Small Business Subcontracting Plan

G. SPECIAL PROVISIONS WITH PURCHASES OVER \$750,000.00

- 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
- FAR 52.230-6 Administration of Cost Accounting Standards

H. 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)

I. DEBARMENT AND SUSPENSION

Recipients shall fully comply with the requirements stipulated in Subpart C of 2 CFR 180.300, entitled “Responsibilities of Participants Regarding Doing Business with Other Persons.” The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR 180.300, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower

tier covered transaction. The recipient acknowledges that failing to disclose the information required under 2 CFR 180.300 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment. Recipients may access the excluded parties list via the System for Award Management at <https://sam.gov>.

J. TRUTH IN NEGOTIATIONS

Cost or pricing data is applicable only if certified cost or pricing data has been provided. The clause entitled "Subcontractor Cost or Pricing Data" is part of this purchase order if the Seller was required to furnish cost and pricing data and a Certification of Current Cost or Pricing Data for this purchase order. If it was not required to furnish such data and Certificate, the clause entitled "Subcontractor Cost or Pricing Data-Modification" is a part of this purchase order. Seller shall update its proposal and re-certify its cost or pricing data whenever costs, factors, or prices change such that cost or pricing data previously furnished is no longer accurate, current, or complete. In addition see FAR Part 15-403-4(a)(1) and DFAR Part 215.403-1 as applicable.

K. ACKNOWLEDGMENT OF SPONSORSHIP

- (1) The Contractor agrees that in the release of information relating to this contract, such release shall include a statement to the effect that the project or effort depicted was or is sponsored by the agency set forth in the schedule of this contract.
- (2) For the purpose of this clause, "information" includes but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, etc.
- (3) Nothing in the foregoing shall affect compliance with the requirements of the clause of this contract entitled "Military Security Requirements."
- (4) The Contractor further agrees to include this provision in any subcontract awarded as a result of this contract.

L. RESERVATION

The University reserves all administrative, contractual, and legal remedies against a Vendor who breaches any of the applicable provisions referenced above.

These Purchase Order Terms & Conditions apply to all Purchase Orders entered into, and all purchases made through the University of Dayton Runway eProcurement system, on or after December 1, 2017.

FOR OFFICE USE ONLY:

G:\. . .\Contracts, Deals, Arrangements\General Contract Issues\120117 Runway Purchase Order Terms and Conditions.docx