

## TERMS AND CONDITIONS

### 1. **Definitions.**

- **“Contract”** is as described in Section 2 of these Terms & Conditions.
- **“Contractor”** or **“Vendor”** is the individual or entity designated as the “Vendor” on the Purchase Order.
- **“Fully Executed”** means signed by both parties in writing or through electronic means that would be deemed a signature under the Federal Uniform Electronic Transactions Act and under the laws of the State of Connecticut.
- **“Purchase Order”** is a document so titled on letterhead of UConn. The term “Purchase Order” does not include any documents not on letterhead of UConn.
- **“Good”** or **“good”** is any tangible object that is movable as of the date of the Contract, which object is designated for purchase in a Purchase Order. The term includes, without limitation, software licensed by a Vendor.
- **“Service”** or **“service”** is the performance of any activity by a Vendor other than the sale and delivery of a Good, which activity is designated for purchase in a Purchase Order. The term includes, without limitation, the installation of goods and the provision of Subscriptions.
- **“Purchase”** is a purchase of Goods and/or Services by UConn.
- **“Subscription”** is a right to access property (such as data or a SaaS solution) of the Vendor.
- **“UConn”** or **“University”** is all campuses and schools of the University of Connecticut, including UConn Law and UConn Health.
- **“UConn Affiliates”** is any UConn employee, student, agent, counsel, auditor, or representative. UConn’s independent contractors and research partners (meaning, an individual or entity providing funding or resources for UConn research) shall also be UConn Affiliates, provided that any such contractor or partner may only use software or Subscriptions hereunder for the purposes of its engagement with UConn.

2. **Contract.** The Contract is composed of the following documents, which shall govern in the following order of priority: (i) Any document Fully Executed by UConn and the Vendor that governs the Purchase, (ii) the Purchase Order, (iii) these Terms & Conditions, and (iv) any other documents referenced in the Purchase Order. Any documents or terms and conditions linked to, referenced, or incorporated into documents described in (iv), are not included in the Contract and shall have no force or effect.
3. **Additional Terms.** All terms and conditions other than those in the Contract are expressly rejected. The formation of a binding contract between the parties is expressly conditioned on the parties’ agreement to the Contract and on the rejection of all terms and conditions not included in the Contract. No act or omission of UConn and/or its employees shall be deemed acceptance by UConn of any terms or conditions not included in the Contract nor shall any such act or omission otherwise effectuate a contract between UConn and the Vendor on terms and conditions other than those in the Contract.
4. **Additional Software and Subscription Terms.** The Vendor shall not require any user of a Good or Service to enter into a separate agreement (including a “click-through” or “shrink-wrap” agreement) as a condition of such user exercising the rights of the University; provided, however, that the Vendor may require a user to acknowledge those limitations on use that UConn and the Vendor have agreed to in the Contract. Any agreement purported to be entered into by such a user that is inconsistent with the preceding sentence shall have no force or effect between the user and the Vendor and/or between UConn and the Vendor. The provisions of this paragraph may not be modified or abrogated by any act or omission of a user.
5. **Delivery, Title, Risk of Loss of Goods.** This paragraph shall apply to the extent the Contract requires the Vendor to deliver goods to UConn. Delivery of goods shall be FOB destination to UConn, provided that title and risk of loss shall pass to UConn when goods have been actually received, installed (if required under the Contract), and accepted by UConn at the destination specified by UConn. Acceptance for the purposes of the preceding sentence does not limit UConn’s right to reject goods or services pursuant to Sections 6 and 7 hereof. The Vendor assumes full responsibility for packing, crating, marking, transporting and liability for loss or damage in transit, notwithstanding any agreement by UConn to pay freight, express, or other transportation charges. The Vendor is responsible for confirming, before delivery, that all doorways, hallways, elevators, room sizes, service access spaces, and utilities are adequate to facilitate delivery and, if installation is required under the Contract, installation.
6. **Inspection of Goods.** UConn shall have a reasonable inspection period, but in any event not less than thirty days, after receipt of a Good or, if installation is required under the Contract, installation, to inspect and test such Good or installation. In the event UConn reasonably determines during such period that a Good or installation fails to conform to industry standards or the requirements of

the Contract, UConn may reject the Good. In the event of such rejection, the Vendor shall reinstall or uninstall the Good (which election shall be made by UConn) and UConn may return the Good, all at no cost to UConn. UConn shall not be obligated to make any payments under the Contract unless and until (i) UConn determines that the Good and installation meet industry standards and the standards of the Contract or (ii) the inspection period expires without UConn notifying the Vendor of a non-conformity. No action or inaction of UConn shall be deemed acceptance of a Good supplied in excess of those ordered or of a Good that fails to conform to industry standards or the Contract.

7. **Inspection of Services.** UConn shall have a reasonable inspection period, but in any event not less than thirty days, after completion of a Service (other than installation of a Good described in Section 5) to evaluate such Service. For the purposes of the preceding sentence only, a Subscription is completed when access is provided to UConn. In the event UConn reasonably determines during such period that a Service fails to conform to industry standards or the requirements of the Contract, UConn may reject the Service and, at UConn's option, the Vendor shall re-perform the Service. UConn shall not be obligated to make any payments under the Contract unless and until (i) UConn determines that the Service meets industry standards and the standards of the Contract or (ii) the inspection period expires without UConn notifying the Vendor of a non-conformity. No action or inaction of UConn shall be deemed acceptance of a Service that fails to conform to industry standards or the Contract.
8. **Installation and Clean-Up.** When the Vendor is obligated to install, assemble, set up and/or configure a product as part of the Purchase, the Vendor shall perform that work with the skill of an expert regularly performing the applicable work. The Vendor will remove all packing materials and rubbish from University premises associated with the services.
9. **Payment Terms.** Any payments due to the Vendor under the Contract shall be paid within the time period specified in the Purchase Order; provided that, unless otherwise provided in the Contract, (i) such time period shall be no less than thirty (30) days and (ii) such time period shall be calculated from the latest of (1) the date the invoice is received by UConn; (2) the expiration of any inspection period; and (3) the date all goods covered by a Contract are properly received by UConn, all services required under a Contract are complete, and/or UConn is granted proper access to all software covered by a Contract, as the case may be. UConn may withhold payment in whole or in part for goods or services found by UConn to be defective, untimely, unsatisfactory, or otherwise not conforming to the Contract, or not in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations.
10. **Payment of Expenses.** To the extent the Contract provides that UConn will reimburse the Vendor for expenses, such reimbursement shall only be due to the extent expenses were approved by UConn in advance and to the extent reimbursable under, and otherwise incurred in accordance with, the then-governing UConn policy. The current version of such policy is published on the UConn Travel Services website located at <http://www.travel.uconn.edu>. The Vendor shall provide UConn with such evidence of actual costs incurred as the University may reasonably request.
11. **Invoices.** Invoices shall be in a form reasonably acceptable to UConn and shall include such information as UConn may reasonably request. Without limiting the foregoing, each invoice shall contain UConn Purchase Order number against which such invoice is submitted. UConn shall not be obligated to make payments on invoices that are not in such form and/or that do not contain such information.
12. **Performance, Generally.** The Vendor shall perform the services to UConn's reasonable satisfaction and in a manner consistent with the standard of care and skill of an expert regularly rendering services of the type required by the Contract and with applicable state and federal law.
13. **Ownership and Use.**
  - a. **Work Product.** Without limiting any other rights granted to UConn under the Contract, the Vendor hereby grants to UConn the right to use any work product of the Vendor provided to UConn pursuant to this Contract for the purposes for which such work product is intended.
  - b. **Liens.** Title to the goods purchased under this Contract shall pass to UConn as provided in Section 5. All goods to be so conveyed will be free and clear of any and all encumbrances of any kind.
  - c. **Software.** Without limiting any other rights granted to UConn under the Contract, by providing software (including software or other intellectual property that may be installed on a good delivered to UConn) to UConn, the Vendor shall be deemed to have granted to UConn a perpetual non-exclusive license to (i) use the applicable such software for its internal, educational, and/or

research purposes and (ii) allow UConn Affiliates to use such software for UConn's internal purposes and/or for educational and research purposes.

- d. Access. Without limiting any other rights granted to UConn under the Contract, by providing a Subscription to UConn, the Vendor shall be deemed to have granted to UConn the right to (i) use such Subscription for its internal, educational, and/or research purposes and (ii) allow UConn Affiliates to use such Subscription for UConn's internal purposes and/or for educational and research purposes.
- e. Ownership Warranty. The Vendor represents and warrants that the Vendor holds all rights necessary to convey to the University the rights and interests described in this Paragraph 13.

#### **14. Warranties and Representations of the Vendor.**

- a. Acknowledgement. The Vendor acknowledges that UConn is relying on the representations and warranties contained in (without limitation) this Section 14 as essential elements to the Contract, representing material inducements without which UConn would not have entered into the Contract.
- b. General Product Warranty. The Vendor represents and warrants that all goods and services provided under the Contract are, or will be: (i) new and unused (unless otherwise specified in the Contract); (ii) free from defects in material and workmanship; (iii) of the quality, size, dimension and specifications ordered; (iv) meet the highest performance and manufacturing specifications as described in documents or writings made available by the Vendor to the public or UConn; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); (vi) are not restricted in any way by patents, copyrights, trade secrets, security interest, lien, or any other encumbrances or rights of third parties, and (vii) shall have been properly stored, labeled, handled and shipped by Vendor. Without limiting the foregoing, upon UConn's request, the Vendor shall sign all documents pertinent to assign to UConn any applicable third-party warranties.
- c. Qualifications. The Vendor warrants that it, as well as its employees, agents and subcontractors engaged to provide the Goods or Services under the Contract, has and will maintain all the necessary skills, experience, and qualifications, including any required training, registration, certification or licensure.
- d. Conflict of Interest. The Vendor warrants that, to the best of the Vendor's knowledge, there exists no actual or potential conflict of interest that would forbid the Vendor from entering into this Contract under laws or regulations of the United States or the State of Connecticut (including, without limitation, Section 1-84(i) of the Connecticut General Statutes).
- e. Good Standing. The Vendor warrants that it is legally organized entity in good standing under the laws of the state of its organization and, where required, in good standing under the laws of the State of Connecticut.
- f. Authority and Non-infringement. The Vendor warrants that (i) it has the right and authority to provide the University with the goods and services provided to the University under the Contract and to convey to the University to right use the same for its intended purpose or for such additional purposes as may be described in the Contract and that (ii) the University's use of the products, processes, techniques and methodologies provided by the Vendor or developed by the Vendor shall not infringe upon the copyright, patent or other proprietary rights of others.
- g. Eligibility for State Contract. The Vendor represents and warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with the Federal government, recipients of Federal grants or contracts, or the State of Connecticut or any agency thereof.

#### **15. Termination.**

- a. Termination for Convenience. UConn may terminate the Contract in whole or in part for its sole convenience upon ten (10) days' prior written notice.
- b. Termination for Cause. Either party may terminate the Contract if the other party is in material breach of the Contract and the breaching party has not cured such breach to the non-breaching party's reasonable satisfaction within ten (10) days following the non-breaching party's delivery of written notice of the breach to the breaching party.
- c. Effect of Termination. Upon receipt of written notice of termination of the Contract by UConn, the Vendor shall, unless otherwise provided in such notice, immediately stop all work (including shipment of goods) and cause its suppliers and/or subcontractors to cease their work related to the Contract. In no event shall Vendor be paid for costs incurred or support services performed in violation of the preceding sentence.
- d. Post-Termination. Upon termination, the parties shall do as follows, which obligations shall survive termination: (i) the Vendor will deliver to UConn, in a format agreed upon by the parties, any work product (including works in progress) requested by UConn; (ii) to the extent requested by UConn, the Vendor will deliver to UConn (or, upon UConn's request, destroy and certify as to their destruction) any materials provided by UConn to the Vendor; and (iii) UConn will then pay, within thirty (30) days of the later of termination and the Vendor's fulfillment of its preceding obligations, amounts due under Section 15.e.

- e. **Payment Upon Termination.** In the event of termination for convenience by UConn and/or by the Vendor as a result of a breach by UConn, UConn shall pay the Vendor, subject to Sections 7 and 15.c hereof, for (i) Services properly performed prior to termination and (ii) Goods for which title has, pursuant to Section 5 hereof, transferred to UConn prior to termination. In the event of termination by UConn as a result of a breach by the Vendor, UConn shall pay the amounts that would be due under the preceding sentence, less any amounts in dispute and/or any costs incurred, or that are likely to be incurred (including, without limitation, the excess cost of re-procuring similar goods or Services; shipping charges for any items UConn may at its option return to the Vendor, including items already delivered, but which UConn is unable to use for the intended purpose because of the Vendor's default; and amounts paid by UConn for any item for which title has passed to UConn but that fails to meet the requirements of the Contract) , as a result of the Vendor's breach.
- 16. Damage to UConn.** The provisions of this Section shall survive termination and expiration of the Contract.
- a. **Indemnification.** The Vendor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut, from and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from the negligent acts or omissions of the Vendor, any subcontractor of the Vendor, or any other individual or entity providing goods or services under the Contract.
- b. **Damage to UConn Property.** The Vendor shall be responsible for the costs of repairing any damage to the buildings, grounds, or other equipment, furnishings, or property of UConn arising from the acts or omissions of the Vendor, any subcontractor of the Vendor, or any other individual or entity providing goods or services under the Contract. At UConn's sole discretion, UConn may permit the Vendor to effect such repairs in lieu of paying UConn the foregoing costs.
- 17. Force Majeure.** If the Vendor's performance is rendered impossible or hazardous or is otherwise prevented or impaired due to sickness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Vendor or University; then each party's obligations to the other under the Contract shall be excused and neither party shall have any liability to the other under or in connection with the Contract. For the purposes of this document, a declaration of a state of emergency by the Governor of the State of Connecticut shall constitute a condition beyond the reasonable control of the University.
- 18. Conflicting Provisions.** Unless contained in a document with higher priority than these Terms & Conditions under Section 1 of these Terms & Conditions, any provision of the Contract or in any documentation conveyed between the parties shall be of no force and effect to the extent inconsistent with the provisions of this Paragraph 18.
- a. The Vendor does not disclaim any warranties that are implied warranties under applicable law, including, without limitation, the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and implied warranties of title and against infringement.
- b. The Vendor affirms, and does not disclaim, any warranties that would be express warranties under applicable law.
- c. UConn shall not be required to maintain the confidentiality of any information received by UConn from the Vendor or that UConn otherwise received as a result of the Subject Purchase.
- d. Neither UConn nor the State of Connecticut waives any rights or defenses of sovereign immunity, which it may have had, now has, or will have, with respect to all matters arising out of the Contract and the Subject Purchase. The sole and exclusive means for the presentation of any claim against UConn or the State of Connecticut arising from this the Contract or the Subject Purchase shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State). The Vendor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- e. For purposes of illustrating Section 16.d only, and without limiting Section 16.d, UConn will not be responsible (i) to defend, indemnify, or hold the Vendor harmless from any costs, losses, damages, liabilities, expenses, demands, or judgments or (ii) for the acts or omissions of third parties.
- 19. Compliance.**
- a. **Applicable Law.** The Vendor shall comply with all laws, regulations, and orders from authorized individuals or entities applicable to the Vendor and to the Vendor's provision of Services under the Contract and the Vendor's provision, delivery, and installation of goods under the Contract.
- b. **UConn Policies, Generally.** The Vendor shall, at no additional cost to the University, comply with all policies and procedures of the University. Current policies are available at <https://policy.uconn.edu/> and include, without limitation, the University's smoking policy available at <https://policy.uconn.edu/2011/06/02/smoking/>. In the event the University establishes new policies

or procedures following issuance of a Purchase Order or makes modifications to policies or procedures in existence at the time of such issuance, the Contractor shall comply with such new or modified policies or procedures upon written notice.

- c. Hazardous Substances. The Vendor shall comply with all applicable federal, state, and local environmental health and safety regulations, including the requirements of the University of Connecticut's *Environmental, Health, and Safety (EHS) Requirements for Construction, Service, and Maintenance Contractors*, a current version of which is available at <https://media.ehs.uconn.edu/PoliciesProceduresForms/ContractorEHManual.pdf>.
- d. Vendor Code of Conduct. In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University has developed the Code of Conduct for University of Connecticut Vendors (the "Vendor Code of Conduct"). The Vendor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at <http://csr.uconn.edu/>. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent the Contractor is required to comply with the same pursuant to this section. The Vendor agrees to comply with the "Principal Expectations" described in the Vendor Code of Conduct. The Vendor further agrees to comply with the "Preferential Standards" described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by the Vendor to the University in writing. Any such commitment or representation is hereby incorporated herein by reference. The Vendor agrees to provide the University with such evidence of the Vendor's compliance with this section as the University reasonably requests and to, at the request of the University, provide a comprehensive, annual summary report of the Vendor's corporate social and environmental practices.
- e. Background Checks. The Vendor warrants that it will not assign any employee, independent contractor or agent to perform services under the Contract on property owned, leased, or used by the University unless that employee, independent contractor or agent has completed a background check and is deemed suitable by vendor for performing such services on a college campus attended and inhabited by students. The background check must minimally include criminal conviction information for the past seven years, a check of the national and state sex offender registries and a social security number verification. In conducting such background check, the Vendor shall comply with all applicable federal and state laws. All fees associated with the background checks shall be the responsibility of the Vendor. The Vendor shall provide UConn with the results of any background check required hereunder if so requested by UConn. The Vendor shall immediately remove any employee, independent contractor or agent performing services under the Contract: (i) if it becomes known to the Vendor that such person may be a danger to the health or safety of the campus community or (ii) at the request of the University, based on a concern of community or individual safety. Without limiting the other obligations of the Vendor under the Contract, the Vendor shall defend, indemnify and hold harmless the State of Connecticut, the University of Connecticut and all of their employees, agents and/or assigns for any claims, suits or proceedings resulting from a breach of the foregoing warranty and/or that are caused in whole or in part by the actions or omissions of the Vendor, its employees, or other persons that the Vendor causes to be on the property.
- f. Ethics and Compliance Hotline. In accordance with the University's compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of the Contract, of this reporting mechanism.
- g. SOC Reports. The Contractor shall submit to the University annually the Service Organization Controls (SOC) reports for the Vendor known as SOC 1, SOC 2, and SOC 3, if the Vendor has such reports in its possession.
- h. Accessibility. Contractor agrees that no University funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides equal and effective access to all individuals in accordance with federal and state laws and regulations, including, but not limited to the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and Section 508 of the 1973 Rehabilitation Act.
- i. Independent Contractor. It is expressly understood that the Vendor is an independent contractor and not the agent, partner, or employee of UConn. The Vendor and its personnel are not employees of UConn and are not entitled to tax withholding, Worker's Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. The Vendor shall not have any authority to enter into any contract or agreement to bind UConn and shall not represent to anyone that the Vendor has such authority.
- j. Use of UConn Name and Marks. Except as expressly authorized in the Contract, Vendor is not permitted to use any UConn name or mark without prior written approval of UConn's Office of Trademark Licensing or such other UConn official as UConn may designate. "University mark" is herein defined as all registered marks to UConn's name (past or present), abbreviations, symbols,

emblems, logos, mascot, slogans, official insignia, uniforms, landmarks, or songs. Vendor agrees to comply with UConn’s trademark licensing program concerning any use or proposed use by Vendor of any of UConn marks on goods, in relation to services, and/or in connection with advertisements or promotion of Vendor or its business. Prior to any use of a University mark by Vendor (or its affiliates or successors or assigns), Vendor will submit the proposed use of the University mark, together with a sample or specimen of the intended use, to the University’s Office of Trademark Licensing for approval. Such permission to use the mark as may be granted pursuant to the terms of this Contract shall terminate at the expiration of this Contract.

**20. State-Mandated Terms.**

The parties agree that the State of Connecticut Terms and Conditions, which are set forth at <https://uconncontracts.media.uconn.edu/wp-content/uploads/sites/458/2024/06/2024-Revised-STATE-TERMS-2024.06.07.pdf> are hereby incorporated into this Agreement. If there is an inconsistency between the terms noted in this Agreement and the State of Connecticut Terms and Conditions, the latter supersedes the former and shall govern.

**21. Insurance.** The types of insurance required under Paragraphs (a)-(c) of this Section shall not be required (notwithstanding Section 1 of these Terms & Conditions) if explicitly excluded elsewhere in the Contract. The coverage levels required under such Paragraphs shall not apply (notwithstanding Section 1 of these Terms & Conditions) if conflicting coverage levels are provided elsewhere in the Contract. The Vendor shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the Contractor’s operations hereunder, and shall be effective throughout the term of this Contract and any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein. The insurance coverage listed in the following, is in accordance with the State of Connecticut Insurance and Risk Management Board requirements.

- a. Commercial General Liability
  - 1. Each Occurrence \$1,000,000
  - 2. Products/Completed Operations \$1,000,000
  - 3. Personal and Advertising Injury \$1,000,000
  - 4. General Aggregate \$2,000,000
  - 5. Fire Legal Liability \$ 100,000
- b. Umbrella Liability – Each Occurrence \$1,000,000
- c. Technology Professional Liability (Errors and Omissions) Insurance with limits not less than \$2,000,000 /occurrence annually. Coverage shall be sufficiently broad to respond to the duties and obligations in this agreement and shall include, but not be limited to, network security and privacy, release of private information, information theft, damage to or destruction of electronic information, alteration of electronic information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as monitoring expenses. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- d. Business Automobile Liability: Minimum Limits for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- e. Workers’ Compensation and Employer’s Liability: As required under state law.
- f. Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the University and the Contractor against other insurable hazards relating to performance.

All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder’s rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut.

All required insurance policies will contain a provision that coverages will not be changed, cancelled, or non-renewed until at least thirty (30) calendar days prior written notice has been given to UConn. Each insurance policy will state that the insurance company

agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies, other than statutory workers' compensation and employers' liability insurance and professional liability insurance, will name the State of Connecticut, the University of Connecticut, their officers, officials, employees, agents, boards and commissions as additional insured. Certificates of insurance showing such coverages as required in this Section will be filed with UConn upon request.

**22. Records.**

- a. Retention. The Vendor shall keep all records relating to the Contract until the later of three (3) years after final payment is made and six (6) months after settlement of any disputes.
- b. Audit. The Vendor shall permit, and shall cause its subcontractors or consultants to permit, the University its authorized representatives to inspect and audit all data, records and files pertaining to the Contract. The first inspection of the Vendor, any such subcontractor, and any such consultant shall each be at no cost to UConn. UConn will reimburse the Vendor for any reasonable costs incurred by the Vendor for subsequent inspections.
- c. Freedom of Information. Nothing in the Contract shall in any way limit the ability of UConn to comply with its reasonable interpretation of any laws or legal process concerning disclosures by public bodies. The parties acknowledge that any responses, materials, correspondence or documents provided to UConn are subject to the State of Connecticut Freedom of Information Act ("FOIA") and may be released to third parties in compliance with UConn's reasonable interpretation of such Act.

**23. Miscellaneous.**

- a. Assignees. The Contract shall inure to the benefit of, and bind, the parties and their respective successors and permitted assigns. The Vendor may not assign its rights or obligations pursuant to the Contract without UConn's prior written consent. UConn shall be deemed to have consented to an assignment if UConn issues a Purchase Order, or an amended Purchase Order, to the assignee.
- b. Sales Tax Exemption. In accordance Conn. Gen. Stat. §12-412(1) (A), UConn is exempt from local, state, and federal excise taxes.
- c. Notices. All notices, demands and other communications under the Contract shall be made in writing and shall be deemed given or made as follows, in each case to the location specified in the Purchase Order: (i) as of the date of electronic facsimile or email (with confirmed receipt); (ii) when delivered to the United States Postal Service, on the third day following the deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid; and (iii) when delivered to a nationally or internationally recognized overnight delivery service guaranteeing delivery within a period of twenty-four (24) hours, receipt obtained and charges prepaid.
- d. Waiver. Any waiver of the provisions of the Contract or of a party's rights or remedies under the Contract must be in writing to be effective. Failure by a party to enforce any of its rights or remedies under the Contract will not be construed as a waiver.
- e. Severability. If any provision of the Contract conflicts with the law under which the Contract is to be construed or if any such provision is held unenforceable by a court of competent jurisdiction (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law and (ii) the remaining provisions of the Contract shall remain in full force and effect.

**24. Purchase Placed Under United States Government Grant.** If the Purchase is placed under a United States government grant, in addition to Items 1 to 25 listed above, this order is subject to the provisions contained in 2 CFR PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards items ( C ) through ( J ) as applicable and the applicable provisions are incorporated by reference with the same effect as if they were fully set forth herein. These standards are in compliance with provisions of applicable federal statutes and executive orders that are required for procurement contracts funded by federal awards. Copies of 2 CFR PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards items (C) through (J) will be made available to the SELLER upon written request or you may visit the following website: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>

**25. Purchase Placed Under United States Government Contract.** If the Purchase is placed under a United States government contract, in addition to Items 1 to 24 listed above, this order is subject to the following Federal Acquisition Regulations and/or appropriate equivalent agency supplemental regulations or attachments hereto hereby incorporated by reference with the same effect as if they were fully set forth:

Where necessary to the context of the referenced FAR clauses, the term "contractor" shall mean "SELLER," the term "contract" shall

mean this “Purchase Order,” and the term “contracting officer” and equivalent phrases shall mean “BUYER.” The applicable dollar amount listed below indicates the dollar threshold at which the subject FAR clause becomes applicable to the contract and does not preclude other applicable FAR clauses.

Copies of the FAR clauses applicable to the contract will be made available to the SELLER upon written request or you may visit the either of the following websites: <https://www.acquisition.gov/?q=browsefar> or [farsite.hill.af.mil/](http://farsite.hill.af.mil/).

The following FAR clauses are applicable to all purchase orders placed under Federal Contracts:

- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008). Prescribed in 25.1103(a)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007). Prescribed in 27.201-2(b)
- 52.227-1 Authorization and Consent (DEC 2007). Prescribed in 27.201-2(a)(1)
- 52.230-5 Cost Accounting Standards—Educational Institution (AUG 2016). Prescribed in 30.201-4(e)
- 52.230-6 Administration of Cost Accounting Standards (JUN 2010). Prescribed in 30.201-4(d)
- 52.204-2 Security Requirements (AUG 1996). Prescribed in 4.404(a) – For contracts involving access to information classified as “Confidential,” “Secret,” or “Top Secret.”
- 52.227-14 Rights in Data—General (MAY 2014). Prescribed in 27.409(b)(1)
- 52.222-26 Equal Opportunity (SEP 2016). Prescribed in 22.810(e)
- 52.222-21 Prohibition of Segregated Facilities (APR 2015). Prescribed in 22.810(a)(1)
- 52.222-50 Combating Trafficking in Persons (MAR 2015). Prescribed in 22.1705(a)(1)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006). Prescribed in 47.507(a)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013). Prescribed in 32.009-2
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016). Prescribed in 4.1903
- 52.215-22 Limitations on Pass-Through Charges—Identification of Subcontract Effort (OCT 2009). Prescribed in 15.408(n)(1)
- 52.215-23 Limitations on Pass-Through Charges (OCT 2009). Prescribed in 15.408(n)(2)
- 52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016). Prescribed in 25.302-6
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997). Prescribed in 23.303 – For contracts involving hazardous materials

**FAR clauses applicable to all purchase orders over \$2,500 placed under Federal Contracts**

- 52.222-41 Service Contract Labor Standards (MAY 2014). Prescribed in 22.1006(a)
- 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015). Prescribed in 22.1906
- 52.222-62 - Paid Sick Leave Under Executive Order 13706 (JAN 2017). Prescribed in 22.2110

**FAR clauses applicable to all purchase orders over the Micropurchase Threshold as defined in FAR 2.101 placed under Federal Contracts**

- 52.222-3 Convict Labor (JUN 2003). Prescribed in 22.202

**FAR clauses applicable to all purchase orders over \$15,000 placed under Federal Contracts**

- 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014). Prescribed in 22.61

**FAR clauses applicable to all purchase orders over \$35,000 placed under Federal Contracts**

- 52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015). Prescribed in 9.409

**FAR clauses applicable to all purchase orders over \$150,000 placed under Federal Contracts**

- 52.222-35 Equal Opportunity for Veterans (OCT 2015). Prescribed in 22.1310(a)(1)



- 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014). Prescribed in 22.1408(a)
- 52.222-37 Employment Reports on Veterans (FEB 2016). Prescribed in 22.1310(b)

**FAR clauses applicable to all purchase orders over Simplified Acquisition Threshold (SAT) as defined in FAR 2.101 placed under Federal Contracts**

- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006). Prescribed in 3.503-2
- 52.219-8 Utilization of Small Business Concerns (NOV 2016). Prescribed in 19.708(a)
- 52.203-3 Gratuities (APR 1984). Prescribed in 3.202
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010). Prescribed in 22.1605

**FAR clauses applicable to all purchase orders over \$500,000 placed under Federal Contracts**

- 52.222-59 - Compliance with Labor Laws (Executive Order 13673) (DEC 2016). Prescribed in 22.2007(c) \*\*\*threshold is \$50 million until 4/24/17
- 52.222-60 - Paycheck Transparency (Executive Order 13673) (OCT 2016). Prescribed in 22.2007(d)

**FAR clauses applicable to all purchase orders over \$700,000 (\$1,500,000 for construction contracts) placed under Federal Contracts**

- 52.219-9 Small Business Subcontracting Plan (JAN 2017). Prescribed in 19.708(b)
- 52.219-16 Liquidated Damages—Subcontracting Plan (JAN 1999). Prescribed in 19.708(b)(2)

**FAR clauses applicable to all purchase orders over \$750,000 placed under Federal Contracts**

- 52.214-26 Audit and Records—Sealed Bidding (OCT 2010). Prescribed in 14.201-7(a)(1) – For solicitations and contracts established by sealed bidding
- 52.215-13 Subcontractor Certified Cost or Pricing Data—Modifications (OCT 2010). Prescribed in 15.408(e)
- 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data— Modifications (OCT 2010). Prescribed in 15.408(m)
- 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010). Prescribed in 15.408(l)
- 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data-Modifications (AUG 2011). Prescribed in 15.408(c)
- FAR clauses applicable for all Federal Contracts over \$5,500,000 and performance period is 120 days or more
- 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015). Prescribed in 3.1004(a)

**In addition to the above applicable FAR clauses, the following FAR clauses are applicable to all purchase orders for Non-Commercial Items and/or Services placed under Federal Contracts**

- 52.227-11 Patent Rights—Ownership by the Contractor (MAY 2014). Prescribed in 27.303(b)(1)

**FAR clauses applicable to all purchase orders for Non-Commercial Items and/or Services over \$150,000 placed under Federal Contracts**

- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010). Prescribed in 3.808(b)
- 52.222-4 Contract Work Hours and Safety Standards —Overtime Compensation (MAY 2014). Prescribed in 22.305

**FAR clauses applicable to all purchase orders for Non-Commercial Items and/or Services over the Simplified Acquisition Threshold (SAT) as defined in FAR 2.101 placed under Federal Contracts**

- 52.203-7 Anti-Kickback Procedures (MAY 2014). Prescribed in 3.502-3
- 52.215-2 Audit and Records—Negotiation (OCT 2010). Prescribed in 15.209(b)(1)
- 52.203-5 Covenant Against Contingent Fees (MAY 2014). Prescribed in 3.404

- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014). Prescribed in 3.104-9(b)
- 52.223-6 Drug-Free Workplace (MAY 2001). Prescribed in 23.505
- 52.247-63 Preference for U.S.-Flag Air Carriers (JUN 2003). Prescribed in 47.405
- 52.203-2 Certificate of Independent Price Determination (APR 1985). Prescribed in 3.103-1 – For fixed-price contracts
- 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011). Prescribed in 3.1106
- 52.236-13 Accident Prevention (NOV 1991). Prescribed in 36.513 – For fixed-price construction contracts

**FAR clauses applicable to all purchase orders for Non-Commercial Items and/or Services over \$750,000 placed under Federal Contracts**

- 52.215-12 Subcontractor Certified Cost or Pricing Data (OCT 2010). Prescribed in 15.408(d)
- 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011). Prescribed in 15.408(b)