

## UNIVERSITY OF VERMONT PURCHASE ORDER TERMS AND CONDITIONS

1. **GENERAL** This purchase order and any continuation pages constitute the University of Vermont's ("UVM" or the "Buyer") offer to Seller and will become a binding contract upon Seller's written acceptance or commencement of performance. This purchase order may be revised or supplemented only by a writing signed by Buyer's authorized representative.
2. **QUANTITY** Buyer will not be liable for and may reject any excess goods or services beyond those ordered.
3. **PRICE; PAYMENT** This purchase order must not be filled at higher prices than last quoted or charged without notice. If no price is stated on this order, Seller agrees to invoice at the lowest prevailing market price. If Seller reduces its price of goods supplied or services furnished of the same quantity, grade and quality, Seller agrees to give Buyer the benefit of that reduction. Payment terms are Net thirty (30) days from receipt of (i) invoice or (ii) all goods and/or services at Buyer's destination, whichever is later.
4. **DELIVERY** Buyer may reject goods and services not delivered or furnished on the dates specified in this order. If no date is specified, Buyer may purchase elsewhere if delivery is not completed within a reasonable time. Title to goods and risk of loss will transfer to Buyer upon receipt at Buyer's destination.
5. **CONFORMING GOODS** Acceptance of all or any part of the goods shall not be a waiver of Buyer's right either to cancel or return all or any portion of the goods if they fail to conform to order or warranty, or contain latent or patent defects. Seller warrants that all material, work, and goods will (a) conform to specifications, drawings, samples, or other descriptions furnished by UVM, (b) be fit and serviceable for the purpose intended, (c) be of good quality and workmanship and free from defect, and (d) not infringe upon the intellectual property rights of any third party.
6. **LICENSE PROGRAM** UVM permits use of its registered Trademarks on products and services only through the licensing approval process described in Policy V. 3.4.11.1 ([http://www.uvm.edu/policies/general\\_html/licensing.pdf](http://www.uvm.edu/policies/general_html/licensing.pdf))
7. **INSPECTION AND REJECTION** Goods and services are subject to Buyer's inspection and approval within a reasonable time after delivery. Whether or not paid for, Buyer may reject or return at Seller's expense defective materials, goods, work or services furnished in excess of the requirements of this purchase order, or inadequate services not meeting the Buyer's specifications and standards.
8. **INDEMNIFICATION; LIMITATION OF LIABILITY** Seller agrees to indemnify, defend and hold harmless Buyer, its trustees, officers, employees and agents from and against any and all claims, actions, damages, liabilities, losses, costs and expenses (including costs of litigation, settlement and attorney's fees) arising out of any act or omission by Seller, its agents, employees or subcontractors ("Seller"). This indemnity/hold harmless applies but is not limited to claims related to (1) bodily injury, death or property damage resulting from Seller's acts or omissions in the course of performance of this contract; (2) intellectual property rights and/or infringements related to the Services, Products and/or Software provided to Buyer by Seller; (3) Seller's violation of applicable law; or (4) Seller's breach of any representation or warranty, including but not limited to those related to confidentiality, storage, security and/or return or destruction of data. Seller's liability shall not be limited in terms of any type or amount of damages with regard to its indemnification obligations stated herein.
9. **PROPERTY OF BUYER** All original drawings, models, engravings, plates, dyes, progressive color proofs, electro-types, positives, negatives, and other similar materials created, furnished, or used in connection with the fulfillment of this purchase order will become and remain the exclusive property of Buyer unless otherwise specified in this purchase order. Seller will hold those items without charge, maintain them in good condition, and deliver them to Buyer upon request. Seller will use Buyer's drawings, information, and data only for Buyer's purposes under this order and will return them promptly.
10. **TERMINATION** If the goods covered by this order are standard stock merchandise, Buyer may cancel all or any part of the unshipped portion at any time by written notice to Seller, and Buyer will have no further obligation for cancellation charges or otherwise except to pay for conforming goods actually shipped or in transit at termination. If Seller ceases to conduct its normal business operations for any reason (including inability to meet its obligations as they mature), or if any proceedings under bankruptcy or insolvency laws are brought by or initiated against Seller, or if a receiver for Seller is applied for, or if Seller makes an assignment for the benefit of creditors, then Buyer may terminate this order without liability.
11. **ENTIRE AGREEMENT** These Purchase Order Terms and Conditions and any other documents between Buyer and Seller to which they relate, contain the entire agreement of the parties. In the event of conflicting terms, the terms of this document will prevail. Buyer will not be bound by any other terms absent a separate agreement signed by both parties.
12. **NON DISCRIMINATION** The Seller shall abide by all applicable federal, state, and local laws respecting non-discrimination in employment and non-segregation of facilities, including the requirements set out at 41 CFR §§ 60-1.4, 60-300.5(a), and 60-741.5(a), which equal opportunity clauses are hereby incorporated by reference. The latter two regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability. These regulations also require affirmative action by covered sellers to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. Additionally, the Seller will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant.
13. **UVM POLICIES** The Seller shall abide by all applicable UVM policies, including but not limited to its *Tobacco-Free Policy*, which applies to all individuals providing goods or services on UVM-owned or leased property and vehicles, and *all vehicles* parked on UVM property. This and other UVM policies are available at: <http://www.uvm.edu/policies>.

14. **INSURANCE** Sellers performing, selling, or distributing products and services with UVM shall maintain the following minimum insurance standards. If a product or service, in the opinion of UVM's Department of Risk Management & Safety, represents an unusual or exceptional risk, Risk Management & Safety may establish additional insurance requirements for that product or service.

**Commercial General Liability Insurance:** Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$1,000,000 combined single limit, per occurrence, and \$1,000,000 annual aggregate.

**Workers Compensation and Employers Liability Insurance:** For any sellers with employees, standard workers compensation as required by Vermont State statute and employers' liability insurance in an amount not less than \$100,000 per accident, \$500,000 annual aggregate. Sole proprietors may be required to carry workers' compensation if the nature of their work is inherently dangerous, with such determination to be made by Risk Management & Safety.

**Automobile Liability:** If Seller will drive on UVM's premises or utilize a vehicle in the course of business, Automobile Liability in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired, and non-owned vehicle coverage.

**The following insurance is required as applicable:**

**Crime:** with a third party endorsement to protect the University of Vermont in an amount not less than \$250,000 per claim.

**Cyber-risk Liability:** in an amount not less than \$5,000,000 per occurrence.

**Professional Liability:** in an amount not less than \$1,000,000 per claim.

**Liquor Liability:** in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage.

Seller shall name UVM as additional insured on its liability policies and should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. UVM does not need to be named additional insured on the Seller's workers compensation policy. A copy of the Certificate of Insurance verifying the above coverages should be submitted to UVM's Purchasing Services Office 20 days prior to selling or distributing products and services at UVM. Any liability coverages on a "claims made" basis should be designated as such on the certificate. Failure of the Seller to take out and/or maintain any required insurance shall not relieve the Seller from any liability, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligation of the Seller concerning indemnification. The Seller's policies shall be considered primary insurance and exclusive of any insurance carried by UVM. Questions concerning these insurance requirements may be directed to Risk Management & Safety at (802) 656-3242.

15. **LICENSURE** Seller represents and warrants that it has and will maintain any licensure or certification necessary to do business in the State of Vermont. It further agrees that it will defend and indemnify UVM, its trustees, officers, employees and agents for and in connection with any claims or demands, including governmental enforcement proceedings, arising out of any failure to obtain or maintain required licensure or certification. Seller's defense and indemnification will include UVM's reasonable attorney's fees. Seller will also make UVM whole for any financial losses it may incur as a result of any delay in or failure to complete contracted services caused by a lack of licensure or certification.
16. **SUSPENSION & DEBARMENT** By accepting this purchase order, Seller certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Seller will immediately report to UVM any change in its debarred or suspended status.
17. **ASSIGNMENT** Seller shall not assign or subcontract this purchase order or any right or obligation thereunder without Buyer's prior written approval.
18. **GOVERNING LAW** This purchase order shall be deemed made in the State of Vermont and governed by the laws thereof.
19. **INDEPENDENT CONTRACTOR** In the performance of its duties under this purchase order, Seller is an independent contractor and not an agent, employee, partner or joint venturer of UVM.
20. **COMPLIANCE WITH LAWS** Seller agrees that all products provided or services performed are in compliance with all applicable federal, state, and local laws. This includes, as applicable and without limitation, Seller's (i) provision of equally effective, substantially integrated and substantially equivalent ease of use for persons with disabilities, as required by the Americans with Disabilities Act, and the requirements of Section 504 of the Rehabilitation Act; and (ii) safeguarding of confidential, sensitive or statutorily-protected information or data.
21. **PUBLIC RECORDS ACT** UVM is subject to the Vermont Public Records Act. Any final contract between Seller and UVM is subject to disclosure upon request.
22. **FORCE MAJEURE** UVM may delay or cancel delivery, performance, or acceptance of the goods or services ordered hereunder without liability, if causes beyond its control make it inadvisable, including but not limited to: acts of God, storm, fire, flood, earthquake, damage or destruction to facilities, health and/or public safety hazards, disease (including but not limited to any declared or undeclared quarantine, outbreak, epidemic or pandemic), travel or other restrictions (or restrictions based on UVM protocol, directive or policy), labor disturbance, war, civil commotion, shortage or unavailability of labor, governmental law, ordinance, order or regulation, or for any other cause pursuant to UVM policy. If delayed, payment obligations will be delayed accordingly. If cancelled, Seller shall promptly refund any prepayments for goods or services not yet delivered as of date of cancellation.
23. **WEBSITE INCORPORATION** Buyer shall not be bound by any content on Seller's website, even if Seller's documentation specifically references that content and attempts to incorporate it into any other communication, unless UVM expressly agrees to be bound by it in writing signed by an authorized representative.