

THIS PURCHASE ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS WHICH ARE MADE A PART THEREOF BY REFERENCE.

Part 1: Term and Conditions (Applicable to all Suppliers)

1. Formation of Contracts:

Supplier's commencement of work or shipment of good hereunder (whichever occurs first) shall be deemed and effective mode of acceptance of the University's offer to purchase contained in this purchase order (PO). Any acceptance of this PO is limited to acceptance of the express terms it contains. Any proposal for additional or different terms or any attempt by Suppliers to vary in any degree any of the terms of this PO in Suppliers acceptance is hereby objected to and rejected, but such variances are in the terms of the descriptions, quantity, price, or delivery schedule of the goods or services. Such proposal for additional or different terms. If this PO shall be deemed an acceptance of a prior offer by Supplier, such acceptance is limited to the express terms contained in this PO. Additional or different terms or any attempt by Supplier to vary in any degree any terms of this PO shall be deemed material and shall be rejected. However, this PO shall not operate as a rejection of the Supplier's offer unless it contains variances in the terms of the description, quantity, price, or delivery schedule of the goods or services.

2. Cancellations:

The University reserves the right at any time for its convenience to cancel this PO as to all or any portion of the goods then not shipped or services then not performed. Subject to an equitable adjustment between the parties as any work of material (but not to include standard stock) then in progress. Suppliers shall not be paid any amount of lost profits on canceled orders, or for any avoidable costs incurred after receipts of notice of cancellation, including but not limited to any cost incurred by suppliers or subcontractor which suppliers could reasonably have avoided. No termination for convenience shall relieve the Supplier or University of its obligations as to any goods or services previously delivered hereunder. Any claim for adjustment hereunder must be asserted within (30) days after the date of Supplier's receipt of notice of cancellation.

3. Termination for cause:

The University may terminate this PO or any part hereof at any time for cause in the event the Supplier fails to comply with any of the terms and conditions of this PO, including, without limitations, late delivery or performance, the delivery of defective or non-conforming good or services, or failure to provide the University with reasonable assurances of future performance. In the event of termination for cause, the University shall not be liable to Supplier for any amount, and the Supplier shall be liable to the University for any and all damages sustained by reason of the default which gave rise to the termination.

4. Warranty:

Supplier expressly warrants that all goods and services furnished under this PO shall conform to all specifications and industry standards, and will be free of defects, including, where applicable and without limitation, defects in material, workmanship, and title. Supplier warrants that all goods and services furnished hereunder will be merchantable and will be safe and appropriate for purposes for which good and services of this kind are normally used. If the Supplier know or has reason to know the particular purpose for which the University intends to use the good or services, Supplier warrants that such good and services will be fit for such particular purpose. Supplier warrants that goods and services furnished will conform in all respects to samples, advertisements and other forms of representations made to the University regarding the goods or services purchased or supplied, inspections, test, acceptance or use of goods or services furnished hereunder by the University shall not affect the Supplier's obligation under this warranty, and such obligations shall survive inspection, test, acceptance and use. Supplier's warranty shall run to the University, its successors, assigns, customers, faculty and staff and students. Supplier may not negate, exclude, limit, or modify in any way any warranty otherwise available to the University. Supplier agrees to promptly replace or correct defects, of any goods or services not conforming to the foregoing warranty, without expense of the University, when notified of such nonconformity by the University, provided the University elects to correct defects in or replace nonconforming goods or services promptly, the University, after reasonable notice to Supplier, may make such corrections or replace such goods and services and charge the Supplier the cost incurred by the University in doing so. These warranties are in addition to those otherwise offered by Supplier and Manufacturer.

5. Set-off:

All claims for money due or to become due to the University from a Supplier shall be subject to deduction of setoff by the University against any amounts owed to the Supplier from the University arising out of this or any other transaction with Supplier. The University may exercise its set-off-rights without prior notice to Supplier.

6. Waiver:

The University delay or failure to enforce any term or condition of this PO shall not operate to waive such term or condition. Any such waiver must be expressed by the University in an authorized writing.

7. Delivery:

Whenever this PO sets a date or time for the delivery of goods and services, time is of the essence. The University may regard the failure to deliver in a timely manner as a breach of these terms and conditions, entitling the University to all rights and remedies at law, equity, and under the specific remedies of this PO. Title and risk of loss or damage to items ordered herein shall remain with Supplier until delivered to and accepted by the University. All packaging, carting, transportation and insurance charges are too paid for by

the Supplier, unless otherwise specifically stated in the PO. All goods shipped shall be free of liens or encumbrances. The Supplier shall furnish satisfactory evidence of freedom from any such liens or encumbrances of requested to do by the University.

8. Indemnification:

Supplier shall defend and indemnify the University against, and shall hold the University harmless from, any claims made by any person or entity as a result of injuries, damages, expenses and losses incurred by such a person or entity, including without limitation such person's or entity's and the University's legal cost and attorney's fees (hereinafter collectively "Liabilities") arising out of or relating to Supplier's performance or failure to perform pursuant to this PO except to the extent that the liabilities are a result of the direct and sole negligence's of the University. This provision shall survive the termination of completion of the work or expiration of this PO.

9. Insurance:

Supplier must provide to the University's Procurement Services Office a Certificate of Insurance with proof of the following amounts of coverage: General Aggregate limit, \$2,000,000, Product/Completed Operations, \$2,000,000, Personal Injury and Adv. Injury limit, \$1,000,000 ea. Person/organization, Bodily Injury & Property Damage, \$1,000,000 each occurrence, Fire Damage, \$1,000,000 (any one fire), Medical Expenses, \$5,000 (any one person).

10. Assignment:

None of the Supplier's duties to perform its obligations under the PO may be delegated or assigned to another person or party without the prior written consent of the University's Procurement Services Office. The University may assign the PO to any affiliate, or successor in interest of all or any part of its operations with prior notice to the Supplier.

11. Access to Records:

Supplier shall preserve and permit the University or any of the University's duly-authorized representatives to examine and audit all directly pertinent books, documents, papers and records of the Supplier involving transactions related to this PO for the purpose of making audits, examinations, excerpts and transcripts for a period of three (3) years after final payment hereunder, Supplier agrees to refund to the University any overpayments disclosed by any audit.

12. Publicity:

Supplier shall not in any way or in any form publicize or advertise the fact that the Supplier is supplying goods or providing services to The Catholic University of America without express written approval of the University.

13. Remedies not Exclusive:

The remedies available to the University under this PO are not exclusive, but are in addition to such other remedies available to the University by law, or in any way arising out of the Supplier's performance under this PO.

14. Applicable Law:

This PO, and all disputes arising hereunder, shall be governed by the laws of The District of Columbia, and the parties commit to the jurisdiction and venue of the courts located in The District of Columbia, to adjudicate any dispute arising under or relating to this PO.

15. Modification in Writing:

The PO, when accepted as indicated herein, may not be modified, amended, rescinded or in any way varied, except in written, signed by both parties.

16. Electronic/Facsimile:

Transmission: If the PO is transmitted by electronic means, such transmission shall have the legal significances of a duly executed original document delivered to the Supplier.

17. Sales and Use Taxes:

The University is a 501 (c) (3) organization and is exempt from sales and use taxes. A Federal Tax Exemption Certificate will be furnished upon request.

18. Cancellation for Conflict of Interest:

Supplier asserts that no conflict of interest exists between any employee of the University and the Supplier. This PO is subject to cancellation if there is found to be a conflict of interest between a University employee and the Supplier. Refer to the CUA Conflict of Interest Policy located on (insert website link).

19. Invoicing:

Each order must have an original and duplicate invoice, clearly displaying the corresponding PO number(s), mailed to THE CATHOLIC UNIVERSITY OF AMERICA, ACCOUNTS PAYABLE OFFICE, 620 MICHIGAN AVE NE, LEAHY HALL SUITE 150 WASHINGTON DC 20064. Accounts Payable may return invoices which do not comply with University policy. Question regarding University invoicing policy or procedures should be directed to the Accounts Payable Office.

20. IP Ownership:

The University will own all rights, title and interest in any and all intellectual property rights created

in the performance or otherwise arising from this purchase, and Supplier will execute any assignments or other documents needed for the University to perfect such rights, provided that for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs. Intellectual property right will be governed by the terms of the grant of contract to the University to the extent such grant or contract requires intellectual property terms to apply to the subcontractors.

Part 2: Compliance and Certifications (Applicable to all Suppliers)

1. Debarment:

Supplier certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers, or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or any federal grant benefit contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR parts 9, 42 USC sect-.1320a-7). To the extent necessary to assure the accuracy of its certifications Suppliers agrees to conduct searches of the List of Parties Excluded from Federal Procurement and Non-procurement programs maintained by the General Services Administration (<http://epls.arnet.gov>) and the list of Excluded Individuals and Entities maintained by the Department of Health and Human Services (<http://oig.hhs.gov>) prior to making its certifications. Supplier declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract, or program. If subcontracting is permitted by this PO, Supplier agrees that it will include this clause, without modification in all subcontracts and subprojects and in all solicitations for subcontract and subproject proposal. Supplier agrees that debarment, suspension proposed debarment or suspension, ineligibility or exclusion of Supplier, or any of its Principals or subcontractors, shall continue cause for immediate termination of this Agreement by the University.

2. Hazardous Materials:

If Supplier intend to bring onto the premises or take away for the University any hazardous chemicals or intend to engage in any activities which might reasonably be expected to create a danger or hazard to employees or other persons at the University, then in advance of any such activity, the Supplier shall submit to the Office of Risk Management for review and approval its program for compliance with the University's Hazardous Waste Management Plan (HWMP) and its schedule and methods for performing such activities. Supplier will adhere to its approved program in the performance of all work to be done on the University premises. Supplier is given notice hereby that the University has a Hazardous Waste Management Plan pursuant to the RCRA 1976 enactment and in compliance with EPA and The District of Columbia regulations, and that Supplier should obtain further information regarding CUA's HWMP by calling the Office of Risk Management at 202-319-5602.

3. Worker's Rights:

The University is committed to conducting their business affairs in a socially responsible and ethical manner and protecting and preserving the University global reputation. For this reason, all University Supplier's must adopt or comply with a Fair Labor code standard when conducting business with the University.

4. Federal Equal Employment Opportunity Law Compliance:

The University is a federal contractor and as such we expect vendors to comply with all applicable federal equal opportunity laws, orders and regulations including without limitation, Executive Order 11246, the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1972, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Americans With Disabilities Act of 1990, and the Civil Rights Act of 1991. You may expect to receive request from time to time for confirmation of compliance with the foregoing.

5. Certification and Disclosure Regarding Payments to Influence Certain Federal Transaction:

Supplier certifies that to the best of the Supplier knowledge and belief it has read, fully understands and certifies that no funds have been paid to any person for influencing or attempting to influence in connection with awarding this PO in violation of FAR 52.203 11 or 12.

Part 3: Service Terms (Applicable to all Suppliers providing Services)

1. Independent Contractors:

Suppliers is an independent contractor, and shall not act or purport to act as an agent, representative or employee of the Catholic University of America. Supplier will determine the means and methods of performing its services. Supplier will supply all equipment, tools, materials, parts, supplies, and labor (and the transportation of the same) required to perform except as the University has otherwise agreed in writing. Supplier is solely responsible for payment of income, social security, and other employment taxes of any kind, shall be withheld or paid with respect to payments to Supplier or its employees. The payroll or employment taxes that are subject of this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

2. Personal Property/Equipment:

University shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of the Supplier or its agent or employees that may be brought onto the University premises or stored at the University, except for damage caused by the direct and sole negligence of the University.

3. Work Authorization:

Supplier will ensure that if any of its employees assigned to work under this PO are not a US worker (i.e.,

US citizen, lawful permanent resident, temporary legal resident, refugee, or asylum) the terms of his/her visa status will permit the employee and /or Consultant to perform and accept payment legally for services provided as an independent contractor under this agreement. Supplier warrants further to the University that it will properly complete I-9 forms for each employee Supplier hires to perform services for the University during the period of this PO. Supplier hereby indemnifies the University for any costs, expense, penalties and damages, including reasonable attorneys' fees, arising out of the Suppliers failure to comply with its obligations relating to the hiring and employment of unauthorized aliens.

4. Standard of Care:

Supplier will provide adequate and competent staff and supervision thereof, and will in all respects perform with at least that degree of care, skill and diligence normally exercised by persons regularly engaged in Suppliers business or profession.

5. Lawful Compliance:

Supplier and its employees will comply with all applicable laws, ordinances and regulations of governmental authorities and with the rules and regulations of the University and its insurers while on the University premises. To verify compliance with the foregoing, Supplier will permit University official to inspect Supplier's on-site operations at any time.

6. Licensed Professions:

Supplier represents and warrants that Supplier (and each person or entity, if any acting for or on behalf of the Supplier) has all licenses, certificates, and other professional credentials required by law to perform the purchased services. If Supplier, persons in Supplier's employ, or persons otherwise acting for or on the behalf of the Supplier are so required to maintain professional licensure, certification, or similar credentials in order to perform the purchased services, then in addition to these requirements set forth in section 9 above, Supplier must maintain Professional Liability coverage on all professionals with limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate. If professional liability insurance is required under this section, then proof of such coverage shall be included in the Supplier's Certificate of Insurance.