CONTRACT: If there is a separate written contract in effect between University and Supplier from the Supplier shall be upon the terms and conditions contained herein, notwithstanding any terms or conditions contained in any acknowledgment, invoice, correspondence, quotations, specifications, discussions or other document or communication from the Supplier and notwithstanding the University's acceptance, payment or performance of price, interest or other terms and conditions. If the separate written contract is not acceptable, University must be notified and must accept in writing any variation prior to shipment or delivery.

TERMINATION FOR CONVENIENCE OR CAUSE: In the event of a dispute initiated by the Supplier, the Supplier will inform the University within thirty days of the qualifying event. In case of a lawsuit initiated by either party arising out of this Purchase Order or the transaction contemplated hereunder, unsuccessful party agrees to pay the prevailing party's costs and expenses associated with the lawsuit, including, without limitation, reasonable attorney's fees. This Purchase Order shall give the goods or service, and condition of the work in progress. Supplier shall not be paid for work performed or costs incurred after termination charge consisting of a pro rata percentage of the Order price reflecting the percentage of work performed prior to notice of termination, plus actual direct costs resulting from termination. Supplier shall not be paid for work performed or costs incurred after receipt of notice of termination, nor for costs reasonably incurred by Supplier to terminate the contract and to seek damages and expense incurred. Acceptance of any part of the Order by Supplier shall not bind University to accept the remainder or any future order or any future shipments nor deprive it of the right to return goods already accepted.

DELIVERY: Time is of the essence with respect to this order. If the delivery date specified on the face of this order cannot be met, Supplier shall notify University using an acknowledgment of receipt of order and intent to perform without delay for instructions. If delivery is not made on time and in the quantities specified, University shall have the right to cancel this order and hold Supplier liable for any cost of cover or excess cost or damage incurred as a result of the delay. Acceptance by University of a late delivery will not constitute a waiver of a later claim for damages. Supplier agrees to insure the goods during delivery at its expense and to warrant that all goods will be free from defect and will be of good material and workmanship. If goods delivered by Supplier are defective or not what University contracted for, University reserves the right to return the goods to Supplier, to terminate the contract and to seek damages and expense incurred. Acceptance of any part of the Order by University shall not bind Supplier to University to accept the remainder or any future order or any future shipments nor deprive it of the right to return goods already accepted.

FORCE MAJEURE: University will not be liable for contract default or delay due to acts beyond its reasonable control. Supplier shall inform University, in writing, whenever Supplier becomes aware of an event that could delay or prevent Supplier's performance.

SUBCONTRACTING AND ASSIGNMENT: Supplier shall not contract, subcontract or assign to a third party any part of this purchase order or any rights arising hereunder without first obtaining the express, written approval of University.

AUDIT OF RECORDS: Supplier hereby grants permission to the University and its auditors permission to audit all of Supplier's records related to this Purchase Order and the transactions contemplated hereunder.

STATE AND FEDERAL STATUTES: Supplier warrants and agrees that it has and will comply with the provisions of the Fair Labor Standards Act, the Walsh-Healey Act and any other applicable state and federal statutes and regulations.

EQUALLY OPPORTUUNITY: University is an equal opportunity, affirmative action employer. Supplier shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Purchase Order, to any person on the basis of race, color, national origin, physical or mental disability, age, sex or veteran status. Supplier warrants and agrees that it has and will comply with the applicable provisions of Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans’ Readjustment Assistance Act, Section 503 of the Rehabilitation Act and any other applicable state and federal statutes and regulations governing equal opportunity.

SERVICES: If this Purchase Order is for services to be performed or delivered by or on behalf of Supplier, then it is also subject to the University's Insurance Requirements and Indemnification Agreement.

CODE OF CONDUCT: Supplier hereby represents and warrants that the goods being purchased were not made under working conditions which otherwise would violate the University’s Departmental Policies, the University’s Code of Conduct for Licenses.

CONTRACT: If there is a separate written contract in effect between University and Supplier applicable to this transaction and any term thereof is in direct conflict with these terms and conditions, then the terms and conditions of the separate written contract shall govern this transaction, but not this Agreement.

TERMINATION FOR CONVENIENCE OR CAUSE: University may terminate the Order or any part thereof for its sole Convenience. Upon notice of such termination, Supplier shall immediately stop all work and or shipment of goods hereunder and cause its suppliers and or subcontractors to cease their work against the Order. Supplier will be paid a reasonable termination charge consisting of a pro rata percentage of the Order price reflecting the percentage of work performed prior to notice of termination, plus actual direct costs resulting from termination. Supplier shall not be paid for work performed or costs incurred after receipt of notice of termination, nor for costs reasonably incurred by Supplier to terminate the contract and to seek damages and expense incurred. Acceptance of any part of the Order by Supplier shall not bind University to accept the remainder or any future order or any future shipments nor deprive it of the right to return goods already accepted.
28. **FEDERAL CONTRACTS AND GRANTS:** The Supplier warrants that it is neither debarred nor suspended, and that it has not been proposed or declared ineligible for the award of contracts or grants by any Federal agency. At any time the Supplier becomes debarred or suspended, the Supplier shall notify the University in writing within 30 days. The Supplier agrees to comply with all applicable Federal, state, and local laws and regulations. If this order utilizes Federal grant funds, the provisions of OMB Circular A-110 and Appendix A, as well as any additional statutory and administrative requirements are incorporated by reference. Supplier is required to comply with all applicable Federal acquisition regulations, these requirements may include, but are not limited to, the following:

a. **Equal Employment Opportunity** – E.O. 11246, “Equal Employment Opportunity,” as amended. Notre Dame also prohibits, and Supplier agrees to prohibit, discrimination against veterans or disabled qualified individuals; further, Notre Dame requires affirmative action by covered contractors to employ and advance veterans and qualified individuals with disabilities in compliance with 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a).


c. **Davis-Bacon Act**, as amended (40 U.S.C. 276a to a-7)


f. **Clean Air Act** (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

g. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)

h. **FAR 52.219-9 – Small Business Subcontracting Plan** (Applies to orders over $700,000)