

**EAST TEXAS A&M UNIVERSITY
STANDARD TERMS AND CONDITIONS
WITH FEDERAL TERMS AND CONDITIONS**

The following East Texas A&M University (hereafter referred to as "ETAMU"), an agency of the state of Texas, terms and conditions are incorporated into and form a part of the Purchase Order to which they are referenced. The vendor listed on the Purchase Order shall be hereafter referred to as "PROVIDER". The Purchase Order along with this Exhibit A constitute the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of the Purchase Order. The Purchase Order may not be amended or otherwise altered except by an authorized purchasing agent of the ETAMU.

- 1. Prompt Pay.** ETAMU's payment shall be made in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.
- 2. State Auditor's Office.** PROVIDER understands that acceptance of funds under this Purchase Order constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.
- 3. Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Purchase Order may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- 4. Loss of Funding.** Performance by ETAMU under this Purchase Order may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, ETAMU will issue written notice to PROVIDER and ETAMU may terminate this Purchase Order without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of ETAMU. In the event of a termination or cancellation under this Section, ETAMU will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.
- 5. Public Information.** PROVIDER acknowledges that ETAMU is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Purchase Order, as well as any other disclosure of information required by applicable Texas law. Upon ETAMU's written request, and at no cost to ETAMU, PROVIDER will promptly provide specified contracting information exchanged or created under this Purchase Order for or on behalf of ETAMU to ETAMU in a non-proprietary format acceptable to ETAMU that is accessible by the public. PROVIDER acknowledges that ETAMU may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Purchase Order and PROVIDER agrees that this Purchase Order can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.
- 6. Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code is applicable to this Purchase Order, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by ETAMU and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of ETAMU, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Purchase Order waives ETAMU's sovereign immunity to suit or liability, and ETAMU has not waived its right to seek redress in the courts.
- 7. Compliance with Laws.** Each Party hereto shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Purchase Order.

8. Information Technology.

- A. **Access by Individuals with Disabilities.** If applicable, PROVIDER represents and warrants that the goods and services provided hereunder comply with the accessibility requirements in Title 1, Chapters 206 and 213 of the Texas Administrative Code and Title II of the Americans with Disabilities Act and the technical standards set forth in the Web Content Accessibility Guidelines 2.1, level AA (available at <https://www.w3.org/TR/WCAG21>), as published by the Web Accessibility Initiative of the World Wide Web Consortium (the "Accessibility Warranty"). PROVIDER shall promptly respond to and use commercially reasonable efforts to resolve and remediate any noncompliance with the Accessibility Warranty. In the event that PROVIDER fails or is unable to do so, ETAMU may immediately terminate this Purchase Order, and PROVIDER will refund to ETAMU all amounts paid by ETAMU under this Purchase Order within thirty (30) days following the effective date of termination.
- B. **Access to Agency Data.** If applicable, Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at <https://cyber-standards.tamus.edu>, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of ETAMU's data. PROVIDER shall periodically provide ETAMU with evidence of its compliance with the Security Controls within thirty (30) days of ETAMU's request.
- C. **Cloud Computing Services.** If applicable, As of the Effective Date, PROVIDER represents and warrants that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"). Pursuant to Section 2063.408, Texas Government Code, PROVIDER shall maintain RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Purchase Order. PROVIDER shall provide ETAMU with evidence of its TX-RAMP compliance and certification within thirty (30) days of ETAMU request and at least thirty (30) days prior to the start of any renewal term of this Purchase Order.
- D. **Cybersecurity Training Program.** If applicable, Pursuant to Section 2054.5192, Texas Government Code, PROVIDER and its employees, officers, and subcontractors who have access to ETAMU's computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, and selected by ETAMU. The cybersecurity training program must be completed by PROVIDER and its employees, officers, and subcontractors during the term of this Purchase Order and any renewal period of this Purchase Order. PROVIDER shall verify completion of the program in writing to ETAMU within the first thirty (30) calendar days of the term and any renewal period of this Purchase Order. PROVIDER acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for ETAMU to terminate this Purchase Order without further duty or obligation hereunder.
- E. **Prohibited Technologies.** PROVIDER certifies that it is not: (a) an entity listed on the Higher Education Research Security Council's list of prohibited software/applications/developers at <https://www.highered.texas.gov/prohibited-software-applications-developers/> (the "HERSC List"), or a subsidiary or affiliate of such an entity, or (b) providing, under this Agreement, software that is either on or provided by an entity on the HERSC List. PROVIDER acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate.
- F. **Data Privacy.** If applicable, PROVIDER shall hold ETAMU's data in confidence. PROVIDER shall only use or disclose ETAMU's data for the purpose of fulfilling PROVIDER's obligations under this Purchase Order, as required by law, or as otherwise authorized in writing by ETAMU. PROVIDER shall restrict disclosure of the ETAMU's data solely to those employees, subcontractors or agents of PROVIDER that have a need to access the ETAMU's data in order for PROVIDER to perform its obligations under this Purchase Order. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Purchase Order.

PROVIDER shall, within two (2) business days of discovery, report to ETAMU any use or disclosure of ETAMU's data not authorized by this Purchase Order or in writing by ETAMU. PROVIDER's report must identify: (a) the

nature of the unauthorized use or disclosure, (b) the ETAMU data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what PROVIDER has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action PROVIDER has taken or will take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by ETAMU.

PROVIDER must promptly notify ETAMU of any legal request for ETAMU's data from a third party and take (and assist ETAMU in taking) appropriate steps not to disclose such ETAMU data.

Within thirty (30) days of the expiration or termination of this Purchase Order, PROVIDER, as directed by ETAMU, shall return all ETAMU data to ETAMU in its possession (or in the possession of any of its subcontractors or agents) or delete all such ETAMU data if return is not feasible. PROVIDER shall provide ETAMU with at least ten (10) days' written notice of PROVIDER's intent to delete such ETAMU data and shall confirm such deletion in writing.

9. Export Controls. As applicable based on the scope and contents of this Purchase Order;

- A. If PROVIDER is a US entity, Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Purchase Order is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.
- B. If PROVIDER is a foreign entity, ETAMU is subject to United States laws and regulations controlling the export of technical data, software, laboratory prototypes, and other commodities, and its obligations under this Purchase Order are contingent on compliance with applicable laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government or written assurances by PROVIDER that PROVIDER will not export data or commodities to certain countries without advance approval of that agency. ETAMU neither represents that a license will not be required nor that, if required, it will be issued. PROVIDER shall comply with all applicable export laws and regulations and may not export or allow the export or re-export of commodities or technical data in violation of those laws or regulations. PROVIDER certifies that none of its personnel participating in the activities under this Purchase Order is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

10. FERPA. If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA"), ETAMU hereby designates PROVIDER as a school official with a legitimate educational interest in any education records (as defined in FERPA) that PROVIDER is required to create, access, receive, or maintain in order to fulfill its obligations under this Purchase Order. PROVIDER shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Purchase Order or otherwise authorized by FERPA or ETAMU in writing. PROVIDER is only permitted to use the education records for the purpose of fulfilling its obligations under this Purchase Order and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Section, including without limitation, the prohibition on redisclosure. PROVIDER shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

11. Payment Card Industry (PCI) Compliance. If applicable, for purposes of this Purchase Order, "PCI DSS" means the most current version of the Payment Card Industry Data Security Standard administered by the Payment Card Industry

Security Standards Council. PROVIDER acknowledges and agrees that it is responsible for the security of cardholder data it possesses or otherwise stores, processes or transmits on behalf of ETAMU, or to the extent that PROVIDER could impact the security of the cardholder data environment.

PROVIDER represents and warrants that, as of the Effective Date of this Purchase Order, it has complied with all PCI DSS requirements and has performed the necessary steps to validate its compliance with PCI DSS. PROVIDER shall maintain such compliance for the term of this Purchase Order and send documentation of its most recent validation of compliance to ETAMU annually during the term of this Purchase Order. In the event that PROVIDER learns that it is no longer PCI DSS compliant, PROVIDER will notify ETAMU within two (2) business days of discovery and immediately remediate such non-compliance.

PROVIDER acknowledges that unauthorized access to the cardholder data environment (a "cardholder data breach") resulting from a lapse in PROVIDER's security obligations is grounds for early termination of this Purchase Order, without penalty and with immediate effect, at ETAMU's discretion. PROVIDER agrees to comply with all laws, rules, and regulations applicable to cardholder data services, including without limitation, those laws requiring notification of individuals in the event of a cardholder data breach.

PROVIDER agrees to indemnify and hold harmless ETAMU from and against any third-party claims, damages, or other harm related to a cardholder data breach. This provision survives termination of this Purchase Order.

- 12. VetHUB Subcontracting Plan.** PROVIDER has indicated it will not subcontract any of its duties or obligations under this Agreement. If PROVIDER will subcontract any of its duties and obligations under this Agreement, PROVIDER will be required to provide prior written notice to MEMBER and make a good faith effort to submit a subcontracting plan, pursuant to the Veteran's Heroes United in Business program (VetHUB or HUB), as required under Section 20.285 of the Texas Administrative Code.
- 13. Insurance.** If applicable and referenced in the Purchase Order, PROVIDER shall obtain and maintain, for the duration of this Purchase Order or longer, the minimum insurance coverages required.
- 14. Termination.** ETAMU may terminate this Purchase Order for no cause on thirty (30) days' written notice to PROVIDER. Furthermore, any provision automatically renewing or extending the term of this Purchase Order shall have no effect or be enforceable against ETAMU under this Purchase Order.
- 15. Refund of Deposit/Prepayment.** In the event this Purchase Order is canceled and/or terminated by PROVIDER for reason not attributable to ETAMU or if canceled and/or terminated by ETAMU for default of performance by PROVIDER, then within thirty (30) days after cancellation and/or termination, PROVIDER will reimburse ETAMU for all advance payments paid by ETAMU to PROVIDER that were (a) not earned by PROVIDER prior to cancellation and/or termination, or (b) for goods or services that the ETAMU did not receive from PROVIDER prior to cancellation and/or termination.
- 16. Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- 17. Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Purchase Order and acknowledges that this Purchase Order may be terminated and payment may be withheld if this certification is inaccurate.
- 18. Prior Employment.** PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits ETAMU from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by A&M System during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Purchase Order, PROVIDER represents and warrants that it is not a former

or retired employee of A&M System that was employed by A&M System during the twelve (12) month period immediately prior to the effective date of the Agreement.

- 19. Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, or any officer of ETAMU or the A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.
- 20. Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for ETAMU under this Purchase Order have not been designated as "Not Eligible for Rehire" as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event ETAMU becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Purchase Order, ETAMU will have the sole right to demand removal of such NEFR Employee from work being performed under this Purchase Order. Non-conformance to this requirement may be grounds for termination of this Purchase Order by ETAMU.
- 21. Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.
- 22. Independent Contractor.** Notwithstanding any provision of this Purchase Order to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Purchase Order or by PROVIDER's service to ETAMU. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Except as specifically required under the terms of this Purchase Order, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of ETAMU or the A&M System.
- 23. Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Purchase Order without the prior written consent of ETAMU.
- 24. Representations & Warranties.** If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Purchase Order, and the individual executing this Purchase Order on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.
- 25. Notices.** Any notice required or permitted under this Purchase Order must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. ETAMU and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:
- ETAMU: East Texas A&M University
2600 W. Neal St.
Commerce, TX 75428
Attention: Travis A. Ball
Phone: 903-886-5060
Email: Travis.Ball@etamu.edu
- 26. Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Purchase Order for failure or delay in fulfilling or performing any obligation under this Purchase Order if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the

affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

27. Governing Law and Venue. The validity of this Purchase Order and all matters pertaining to this Purchase Order, including but not limited to, matters of performance, nonperformance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against ETAMU is to be in the county in which the principal office of ETAMU's governing officer is located.

28. Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of ETAMU to enter into certain terms and conditions of this Purchase Order, including, but not limited to, those terms and conditions relating to liens on ETAMU's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on ETAMU except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Purchase Order by ETAMU nor any other conduct, action, or inaction of any representative of ETAMU relating to this Purchase Order constitutes or is intended to constitute a waiver of ETAMU's or the state's sovereign immunity.

29. Severability. In case any one or more of the provisions contained in this Purchase Order shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Purchase Order shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

30. Survival. Any provision of this Purchase Order that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Purchase Order will survive the termination or expiration of this Purchase Order.

31. Entire Agreement. This Purchase Order constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Purchase Order. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.

32. Certifications:

- A. **Regarding Business with Certain Countries and Organizations.** To the extent that pursuant to Subchapter F, Chapter 2252, Texas Government Code, is applicable to this Purchase Order, PROVIDER certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Purchase Order may be terminated and payment withheld if this certification is inaccurate.
- B. **Certification Regarding Products from the Gaza Strip.** PROVIDER represents and warrants that the goods it provides to MEMBER under this Purchase Order, if any, are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.
- C. **Executive Order GA-48 Certification.** PROVIDER represents and warrants that PROVIDER is not and, if applicable, none of its holding companies or subsidiaries are a) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; b) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; c) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 ("15 C.F.R. §

791.4 List”); or d) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. PROVIDER acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of ETAMU. If this Agreement is terminated due to a false certification, PROVIDER will immediately reimburse ETAMU for all prepaid costs.

- D. **Certification Regarding Boycotting Israel.** To the extent that Chapter 2271, Texas Government Code, is applicable to this Purchase Order, PROVIDER certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the term of this Purchase Order. PROVIDER acknowledges this Purchase Order may be terminated and payment withheld if this certification is inaccurate.
- E. **Certification as to Discrimination Against Firearm Entities.** If applicable, to the extent that Chapter 2274, Texas Government Code, is applicable to this Purchase Order, PROVIDER verifies that (a) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (b) it will not discriminate during the term of this Purchase Order against a firearm entity or firearm trade association. PROVIDER acknowledges this Purchase Order may be terminated and payment withheld if this verification is inaccurate.
- F. **Certification as to Boycotting Energy Companies.** If applicable, to the extent that Chapter 2276, Texas Government Code, is applicable to this Purchase Order, PROVIDER verifies that (a) it does not boycott energy companies, and (b) it will not boycott energy companies during the term of this Purchase Order. PROVIDER acknowledges this Purchase Order may be terminated and payment withheld if this verification is inaccurate.

33. Federal Terms and Conditions. For federally funded purchases, the PROVIDER shall comply with all federal regulations relating to the performance of services or deliverables provided for in this Purchase Order. In addition, Vendor agrees to flow-down all applicable clauses to lower-tier Vendors. ETAMU complies with 2 CFR 200 Uniform Guidance.

A. Federal Requirements on All Purchases

- Security Requirements (applicable if access to classified material is involved) FAR 52.204-2
- Equal Employment Opportunity - Executive Order 11246 as amended by Executive Order 11375 and supplemented by 41 CFR part 60
- Copeland Anti-kickback Act (for construction and repair 18 USC 874 as supplemented by Department of Labor regulations 29 CFR part 3
- Davis-Bacon Act, as amended 40 USC 276a to a-7 and supplemented by Department of Labor regulations 29 CFR part 5
- Contract Work Hours and Safety Standards Act 40 USC 327-333 and supplemented by Department of Labor regulations 29 CFR part 5.
- Rights to Inventions Made under a Contract or Agreement - 37 CFR part 401
- Preference for Privately Owned U.S.-Flag Commercial Vessels - FAR 52.247-64
- Hazardous Material Identification and Material Safety Data policy (when applicable) FAR 52.223-3
- Filing of Patent Applications – Classified Subject Matter FAR 52.227-10
- Patents Rights – Ownership by Vendor and Government FAR 52.227-11 and 52.227.13
- Rights in Data – General FAR 52.227-14
- Authorization and Consent Patents and Copyrights 52.227-1
- Notice and Assistance Regarding Patent and Copyright Infringements FAR 52.227.2
- Buy American Act – Supplies FAR 52.225-3
- Government Property FAR 52.245-5
- Notice of Radioactive Materials FAR 52.223-7
- Privacy Act FAR 52.224-2

B. Federal Requirements on Purchases Greater Than \$2,500

- Restrictions on Certain Foreign Purchases FAR 52.225-13
- McNamara –O’Hara Service Contracts Act 41 U.S.C. 351 *et seq.*

C. Federal Requirements on Purchases Greater Than \$10,000

- Prohibition of Segregated Facilities FAR 52.222-21
- Equal Opportunity FAR 52.222-26
- Affirmative Action for Workers with Disabilities FAR 52.222-36
- Walsh-Healy Public Contracts Act FAR 52.222.20

D. Federal Requirements on Purchases Greater Than \$25,000

- Affirmative Action for Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-35
- Employment Reports on Special Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-37
- Debarment and Suspension Executive Orders 12549 and 12689

E. Federal Requirements on Purchases Greater Than \$100,000

- Anti-kickback procedures FAR 52.203-7
- Restrictions on Vendor Sales to the Government FAR 52-203.6
- Audit and Records Negotiation (if document was entered by negotiation) FAR52.215.2
- Integrity of Unit Prices FAR 52.215-14
- Contract Work Hours and Safety Standards Act FAR 52.222-4
- Clean Air and Water FAR 52.223-2
- Clean Air Act (42 U.S.C. 7401 et seq.)
- Federal Water Pollution Control Act 33 U.S.C. 1251, et seq.
- Drug-Free Workplace FAR 52.223-6
- Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
- Utilization of Small Business Concerns FAR 52.219-8
- Preference for US Flag Carriers FAR 52.247-63
- Toxic Chemical Release Reporting 52.223-14

F. Federal Requirements on Purchases Greater Than \$500,000

- Cost Accounting Standards – Educational Institutions FAR 52.230-5
- Administration of Cost Accounting Standards FAR 52.230-6
- Vendor Cost or Pricing Data – Modifications FAR 52.215-13

G. Federal Requirements on Purchases Greater Than \$650,000

- Small Business and Small Disadvantaged Business Subcontracting Plans FAR 52.219-9
- Liquidated Damages – Subcontracting Plan FAR 52.219-16

H. Affirmative Action

The Vendor shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Vendor agrees to adhere to the principles set forth in Executive Orders 13672 and 11375, Section 503 of the Rehabilitation Act of 1973, and USC 2012 (Disabled Veterans and Veterans of the Vietnam Era), and to undertake specifically: to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned within his company, and to discuss with THE AGENCY the policies and practices relating to the Vendor's Affirmative Action program.

I. Federal Equal Opportunity

The Vendor 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 Vendors to employ and advance in employment qualified individuals with disabilities.