

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
Purchase Order Terms and Conditions

1. **CONTRACT DEFINED.** The parties' complete and exclusive agreement regarding the subject matter ("Contract") includes: any separately signed contract; the Purchase Order and all change orders issued by University; any additional clauses incorporated by reference under Additional Information on the Purchase Order; and the Purchase Order Terms and Conditions and State Vendor Certifications both of which are located at <https://go.illinois.edu/TermsandConditions>. In the event of a conflict between the terms of a separately signed contract and the Purchase Order Terms and Conditions, the terms of the signed contract shall control. Additional or conflicting terms contained in any document issued by Vendor in connection with this Contract shall not be binding on University unless University expressly agrees in writing.
2. **CHOICE OF LAW.** University is a public body, corporate and politic of the State of Illinois, U.S.A. By entering into this Contract, University does not waive any defenses or immunities afforded by law. This Contract and all claims arising or related to this Contract shall be interpreted by application of Illinois law without regard to its conflicts of law provisions.
3. **VENDOR PERFORMANCE.** Vendor agrees to comply with all applicable laws in performing this Contract and will obtain at Vendor's expense all necessary licenses and permissions necessary for Vendor's performance.
4. **TITLE/RISK OF LOSS.** Unless otherwise stated on the face of this Purchase Order: Title to supplies and risk of loss shall pass to University upon delivery at final destination and acceptance by University; all shipments must be fully insured by Vendor unless otherwise stated; and Vendor shall select the carrier and bear freight costs.
5. **INSPECTION AND ACCEPTANCE.** All services and supplies delivered under this Contract must comply with applicable specifications and are subject to final inspection by University, notwithstanding any prior payments or inspections by University. University's acceptance after final inspection shall be conclusive, except with respect to latent defects or fraud. University may, at its option and without invalidating the remainder of the Contract, direct Vendor to (a) promptly remove defective supplies and issue a credit for the full value of the defective supplies; (b) repair or replace defective supplies; or (c) re-perform non-conforming services at Vendor's expense and risk.
6. **USE OF NAME.** Vendor shall not use University's name or protected marks for any commercial purpose without University's advance written consent.
7. **BILLING AND PAYMENT.** In order to be paid, Vendor must submit an invoice to the "Bill To" or "Billing Address" set forth on the face of this Purchase Order. The invoice submitted must include: University's purchase order number, itemized detail, a unique invoice number, invoice date, invoice amount, and remittance address. Interest on late payment(s) shall be paid in accordance with the State Prompt Payment Act, 30 ILCS 540.
8. **TAXES.** University is exempt (unless otherwise stated) from payment of state and local Retailers' Occupation Tax, state and local Service Occupation Tax, state Use Tax, and state Service Use Tax. University's tax exemption identification number issued by the Illinois Department of Revenue is E9989-9779-07. Certificates of exemption will be provided upon written request.
9. **WARRANTIES.** Unless otherwise agreed in writing by the parties, Vendor warrants that all supplies furnished under this Contract will be free of defects in material and workmanship, without liens or encumbrances of title, and will conform to applicable written drawings, specifications, and other data and, if not of University's specified design, will be free of design defects and will be fit and sufficient for the purpose intended. All warranties shall run to University and survive acceptance and payment. All services performed under this Contract shall be of the highest quality and performed in a professional and workmanlike manner consistent with industry standards and practices. All warranties, whether express or prescribed by law, shall extend for the longer of: (a) 180 days from delivery; (b) the warranty period expressly provided by Vendor; or (c) the period set forth by law.
10. **INDEMNIFICATION AND INSURANCE.** Vendor shall indemnify University, its officers, employees, trustees, students, and agents against all demands, claims, damages, liabilities, expenses, and reasonable attorney fees and costs arising out of the performance of this Contract by Vendor, its employees, subcontractors, and agents. This indemnification obligation shall survive the termination or expiration of this Contract. Vendor shall maintain for the duration of this Contract a policy or policies of insurance with coverage and limits adequate to satisfy all liabilities relating to Vendor's performance of the Contract, whether arising under applicable law or specifically assumed under this Contract, including but not limited to indemnification obligations. The insurance shall be commensurate with usual and customary industry practices for similarly

situated businesses. Vendor shall comply with applicable laws governing workers' compensation and mandatory insurance for vehicles. University may request a certificate of insurance at any time.

11. CONFIDENTIALITY. Vendor must treat all information relating to this Contract ("University Information") as confidential. Unless required by law or authorized by University in writing, Vendor shall not disclose University Information to third parties or use University Information for any purpose other than in performing the services or providing the supplies that are the subject of this Contract.

12. TERMINATION.

12.1. FOR NON-APPROPRIATION. This Contract is subject to termination by University in any year for which the General Assembly fails to make an appropriation sufficient to make payments under the Contract.

12.2. FOR CAUSE. A party that defaults in performance or commits a material breach of this Contract ("Defaulting Party") shall have 10 days to cure the default or breach after receiving notice from the other party. The non-defaulting party may terminate this Contract without further notice and pursue other available legal remedies if the Defaulting Party fails to cure the breach within the prescribed period, or within such other period of time that is agreed by the parties in writing.

12.3. FOR CONVENIENCE. University may terminate this Contract for convenience by providing not less than 30 days' advance written notice to Vendor.

12.4. EFFECT. In the event of early termination, Vendor shall stop performance in accordance with the notice of termination and shall submit to University a final bill for supplies delivered or services performed up to the date of termination. University is not obligated to pay Vendor for supplies or services until Vendor provides all work product that is in progress or completed as of the date of termination. Vendor must comply with University's instructions to either destroy or return to University all University Information previously furnished to Vendor.

13. AMENDMENTS. No modification of this Contract shall be effective unless made by a written change order issued by University or an amendment signed by each party's authorized signatory.

14. ASSIGNMENT. Vendor cannot assign its obligations under this Contract without the prior written consent of University.

15. CONTRACT ENFORCEMENT AND INTERPRETATION. The failure of either party to enforce any provision of this Contract shall not waive the party's right to later enforce the provision or the Contract. If any provision of this Contract is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this Contract so long as severance does not affect the enforceability or essential purpose of the remainder of this Contract. Any rule of construction that would resolve ambiguities against University as drafter shall not apply in interpreting this Contract.

16. DELIVERY OF NOTICES. To be enforceable, all notices must be in writing, reference the Purchase Order number, and be delivered to the postal address of Vendor or respective Purchasing Department. Notices are effective upon receipt by the intended recipient. A party may change its representative at any time by written notice to the other party.

University of Illinois, Chicago Purchasing 3 rd Floor MAB, MC-560 809 South Marshfield Ave Chicago, Illinois 60612	University of Illinois, Springfield Purchasing One University Plaza MS BSB 106 Springfield, Illinois 62703	University of Illinois, Urbana Purchasing 212 Illini Plaza, MC-602 1817 South Neil Street Champaign, Illinois 61820	University of Illinois, System Purchasing & Support Services 507 East Green Street, Suite 501 Champaign, Illinois 61820
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17. INDEPENDENT CONTRACTOR. The parties are independent contractors with respect to each other. Nothing in this Contract is intended to create any employment, association, partnership, joint venture, or agency relationship between them.

18. INTELLECTUAL PROPERTY RIGHTS. Unless otherwise agreed in writing by University, all works of authorship delivered by Vendor under this Contract ("Work Product") shall be considered "works made for hire" under U.S. copyright laws and shall be the exclusive property of University with all rights to make, use, sell, reproduce, distribute, publish, display, and prepare derivative works without further obligation to Vendor. Vendor will not place any restrictive markings upon Work Product. Any inventions, discoveries, or improvements, whether patentable or unpatentable, made by Vendor or its personnel in performing this Contract ("Inventions"), including all patent rights therein and any copyrights in materials related thereto, in all jurisdictions, shall belong to and are hereby assigned to University. Vendor shall promptly and fully disclose all Inventions to University and cooperate with University and its agents as may be reasonably required to obtain patent protection for such Inventions, including the signing of assignments of Inventions and patent rights therein, and the signing of any applications or declarations or similar documents related to an application for patent.

University shall not claim any interest in Vendor's materials, products, inventions or know-how existing prior to formation of this Contract ("Preexisting Materials"). Vendor grants to University a royalty-free, nonexclusive, irrevocable, worldwide license to make, use, sell, and to reproduce, distribute, prepare derivative works, and perform, as the case may be, any Preexisting Materials that are included by Vendor in all supplies, including Work Product and Inventions, provided to University under this Contract.

Vendor represents and warrants that the Work Product and Inventions do not infringe on third-party intellectual property rights. Vendor must obtain for University a license at no cost to University that will enable University to use the Work Product and Inventions without restriction. Vendor shall indemnify University, its officers, employees, trustees, students, and agents from all loss and liability, including reasonable attorney fees, costs, and expenses, resulting from any claim that the Work Product or Inventions infringe any third-party intellectual property rights.

19. **EXPORT CONTROL.** Vendor shall comply with all relevant laws, whether United States or foreign, governing the exports and re-exports of items and information made under this Contract. Prior to providing University with any items subject to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. §§ 120-130, the Export Administration Regulations (EAR), 15 C.F.R. §§ 730-774, or the Office of Foreign Assets Control (OFAC), vendor will notify University and identify the items at issue and the applicable categories and subcategories of the United States Munitions List or the Export Control Classification Number (ECCN) of the EAR. University may decline to accept any items or information controlled under U.S. export regulations. Vendor will direct all notices under this section to the appropriate University contact as follows:

University of Illinois Chicago
Director, Office of Research
Services
1737 West Polk St.,
MC 672, 304 AOB
Chicago, IL 60612
(312) 996-9005

University of Illinois Springfield
Provost and Vice Chancellor
for Academic Affairs
One University Plaza,
MS PAC 530
Springfield, IL 62703
(217) 206-6614

University of Illinois Urbana-Champaign
Export Compliance Officer
Office of Sponsored Programs
1901 South First St., Suite A, MC 685
Champaign, IL 61820
(217) 300-5943
exportcontrols@illinois.edu

20. **CONFLICT OF INTEREST.** Vendor is not legally prohibited from contracting with the State of Illinois and has disclosed all known conflicts of interest in connection with this Contract.

21. **EXCLUDED PARTIES.** Vendor certifies that neither Vendor nor any of Vendor's directors, officers, employees, agents, and subcontractors who may provide services pursuant to this Contract (each, an "Agent") is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from transactions with the U.S. government or by any federal government agency. Vendor shall provide University immediate written notice if Vendor learns that this certification was erroneous when made or if Vendor or any Agent hereafter becomes debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from transactions with the U.S. government or by any federal government agency. Vendor further certifies that neither Vendor nor any Agent is presently subject to an investigation or proceeding to exclude either as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third-party insurance program, nor is currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third-party insurer. University may terminate this Contract immediately without any penalty to University if either of these certifications was erroneous when made or becomes no longer valid during the term of this Contract.

22. **RIGHT OF INSPECTION.** University may inspect Vendor's facilities pursuant to the Higher Education Standard Procurement Rules, Ill. Adm. Code tit. 44, § 4.7015.

23. **MAINTENANCE OF BOOKS AND RECORDS.** Vendor shall maintain, and shall cause any subcontractors to maintain, books and records that relate to performance of this Contract, including subcontracts, and that support amounts charged, and shall maintain such books and records for three years from the date of final payment or for such longer period of time as is necessary to complete ongoing or announced audits or to comply with any applicable federal requirements. All such books and records shall be available for review and audit by the Auditor General, Chief Procurement Officer for Higher Education (CPO-HE), internal auditor or University. Vendor and any of Vendor's subcontractors shall cooperate fully with any audit or request for information from the Auditor General, CPO-HE, internal auditor, or University pursuant to 30 ILCS 500/20-65 and shall not impose any charge for audit or examination.

24. **WITHHOLDING.** University may withhold or may void any invoice to the extent University deems necessary to protect University from loss due to Vendor's: (a) unsatisfactory performance; (b) damage to University property; or (c) incomplete, inaccurate, or unauthorized billing. University may withhold final payment until Vendor has performed all services or all supplies have been delivered to University's reasonable satisfaction in accordance with the specification and requirement.
25. **LITIGATION HOLD ORDER.** Vendor shall, and shall cause Vendor's employees and subcontractors to, fully comply with any litigation hold order issued by University in anticipation of third-party litigation relating to this Contract. Vendor shall promptly retrieve, recover, preserve, and retain, and, subject to legal privileges, deliver all information and documents, in any format, covered by a litigation hold order.
26. **EQUAL EMPLOYMENT OPPORTUNITY.** The clause at Ill. Adm. Code tit. 44, § 750.10, Appx. A is incorporated into this Contract by reference. If this Contract is federally funded and exceeds \$10,000, the following clause applies: Vendor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. Vendor will include this clause in every subcontract awarded under this Contract so that the provision is binding upon the subcontractor.
27. **PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT.** Pursuant to the Public Works Employment Discrimination Act, 775 ILCS 10, Vendor shall not refuse or deny employment to any person in any capacity on the ground of unlawful discrimination as defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the performance of this Contract.
28. **PREVAILING WAGE.** If this Contract involves (a) a "public works" project within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130, or (b) printing, janitorial, cleaning, window cleaning, building and grounds, site technicians, natural resources, food, or security contracts of \$2,000 or more (or \$200 or more per month) within the meaning of the Illinois Procurement Code, 30 ILCS 500/25-60, all contractors and subcontractors must pay no less than the general prevailing rate of wages (hourly cash wages plus fringe benefits) in the locality in which the work is produced or performed and comply with all other requirements of the Act. Refer to the prevailing wage rates on the Illinois Department of Labor website at: <https://go.illinois.edu/IDOL>.
29. **EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT.** Pursuant to the Employment of Illinois Workers on Public Works Act, 30 ILCS 570, Vendor shall employ at least 90% Illinois laborers on all public works projects or improvements or for the clean-up and on-site disposal of hazardous waste whenever there is a period of excessive unemployment in Illinois, except as otherwise permitted in the Act.
30. **VETERANS PREFERENCE ACT.** Pursuant to the Veterans Preference Act, 330 ILCS 55, Vendor shall give preference to veterans of United States military and naval service in appointments and employment on public works projects.
31. **SUBSTANCE ABUSE PREVENTION.** Pursuant to the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265, Vendor certifies that it is in compliance with the Substance Abuse Prevention on Public Works Projects Act, including the requirement to file with University a written program that meets or exceeds the requirements of the Act.
32. **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA), 20 U.S.C. § 1232g.** Unless authorized by law or by written permission of each affected student, Vendor shall not disclose to any third party information concerning University students. Vendor shall protect all records containing student information in accordance with FERPA, its implementing regulations, and University policy. In addition to other remedies, University may terminate this Contract immediately upon information that Vendor may have violated this provision.
33. **ILLINOIS PERSONAL INFORMATION PROTECTION ACT (PIPA), 815 ILCS 530.** If applicable, Vendor will cooperate in good faith with University to maintain security and integrity of personal information in compliance with PIPA.

34. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) and HIPAA Administrative Simplification Regulations at 45 C.F.R. pts. 160, 162, and 164.** If Vendor is University's Business Associate, as that term is defined by the HIPAA Privacy Rule at 45 C.F.R. §160.103, then Vendor and University shall enter into a separate HIPAA Business Associate Agreement.
35. **MEDICAL GOODS AND SERVICES.** If Vendor furnishes, or otherwise authorizes the furnishing of, Medicaid healthcare items or services, performs billing or coding functions, or is involved in monitoring of healthcare provided by University, then Vendor shall comply with applicable provisions of the Deficit Reduction Act of 2005, 42 U.S.C. §1396a, and adopt University's policies for detecting and preventing waste, fraud, and abuse, which are located at: <https://go.illinois.edu/DRAVendor>.
36. **WEB CONTENT ACCESSIBILITY.** This provision applies only to Contracts for services that include web content. Vendor must ensure that services provided under this Contract conform to the W3C Web Content Accessibility Guidelines, version 2.1 (WCAG 2.1) at conformance levels A and AA. If the services do not fully conform to WCAG 2.1 A and AA, Vendor must notify University in writing of the nonconformance and provide detailed information regarding the plans to achieve conformance, including but not limited to an intended timeline. Vendor shall promptly respond to and resolve any University complaint regarding accessibility of its products or services. Vendor will hold University harmless from all demands, claims, damages, liabilities, and expenses arising out of Vendor's failure to comply with WCAG 2.1.
37. **USE OF SOYBEAN OIL- OR VEGETABLE OIL-BASED INK FOR OFFSET PRINTING SERVICES.** If this Contract is for offset printing services, Vendor shall use soybean oil- or vegetable oil-based ink unless a State Purchasing Officer determines in writing another ink is more appropriate to assure high quality and reasonable pricing. 30 ILCS 500/45-15.
38. **CRIMINAL BACKGROUND CHECKS.** If Vendor will be performing any services at a University owned, rented, or leased property, Vendor certifies that it has performed criminal background checks, including sex offender record information (SORI), on all of its employees, agents, and subcontractors who will be performing the services. The criminal background checks must include all jurisdictions where the employee/agent/subcontractor has resided within the past seven years. Vendor also certifies that it will not allow any of its employees, agents, and subcontractors with a criminal conviction for a violent felony or a sex offense (misdemeanor or felony) to perform services at a University owned, rented, or leased property. University will not reimburse Vendor for the cost of criminal background checks.
39. **UNIVERSITY'S POLICY REGARDING MINORITY, WOMEN, PERSONS WITH DISABILITIES AND VETERAN BUSINESS ENTERPRISES/SMALL BUSINESSES OPPORTUNITIES (30 ILCS 575/; 30 ILCS 500/45-45; AND 30 ILCS 500/45-57).** University recognizes the importance of increasing access and opportunities in public contracts for small businesses and for businesses owned by minorities, women, persons with disabilities, and veterans. To the maximum extent practicable, University expects its vendors to share in its commitment to supporting and promoting these businesses and encouraging the participation of these businesses. University's Supplier Diversity Program information is available for review at: <https://go.illinois.edu/SupplierDiversity>.