



ATTACHMENT A PROCUREMENT TERMS AND CONDITIONS

These University of Louisville Procurement Terms and Conditions are hereby incorporated into the applicable Contract with you. Your signature on the Contract, acceptance of the contract/purchase order, acceptance of payment, or other form of acceptance/acknowledgement (e.g., continuing business relationship) with a University affiliated entity indicates your agreement to and acceptance of the applicable provisions. No counteroffer or provision of alternate terms and conditions is accepted by the University affiliated entity. Any changes must be agreed to in a signed separate writing specifically addressing the particular provision(s). If any provision contained in these Terms and Conditions is in conflict or inconsistent with any provision in any of the other documents that are part of this agreement, the provision in these Terms and Conditions shall govern and control.

The term "Supplier", as used herein, refers to the entity that is supplying the goods or services to the University of Louisville or one of its affiliated corporations. In related documents, the entity may also be referred to as Bidder, Offeror, Applicant, Proposer, Seller, Vendor, Second Party, Subcontractor, or similar term.

The terms "Contract" or "Agreement", as used herein, refers to the agreement, purchase order, memorandum of understanding, subcontract, subaward, personal services agreement/contract or other similar document specifying the provisions under which the Supplier is providing goods or services to the University or one of its affiliated corporations.

The term "University affiliated entity" refers to the University of Louisville, the University of Louisville Research Foundation, Inc., the University of Louisville Athletic Association, or the University of Louisville Foundation.

The term "University" refers to the University of Louisville, or the applicable University affiliated entity executing the underlying Contract with the Supplier.

- A. PAYMENT OF INVOICES.** The supplier shall be paid, upon the receipt of proper invoices, to the "Billing Address" shown on the purchase order or agreement, at prices stipulated for items delivered and accepted, or services rendered. Invoice shall include detailed information (i.e., hourly rates, number of hours, quantity purchased, cost per each). Unless otherwise specified, payment will not be made in advance or for partial deliveries. University payment terms are Net 30.

The University of Louisville ("University") reserves the right to make payment for orders via the University corporate Visa procurement card.

- B. TAXES.** The University is tax-exempt from the provision of the Kentucky six percent (6%) sales and/or Use Tax on materials and equipment under this procurement. The University is also entitled to exemption from Federal Excise Tax. Our tax-exempt number is C-102. Exemption certifications shall be furnished upon request to cover exemptions where applicable.
- C. INDEMNIFICATION.** Any provision in the terms and conditions or agreement provided by the supplier that requires or otherwise specifies that the University will indemnify the supplier or any of its subcontractors or otherwise specify the University being liable or responsible for the actions/inactions of the supplier or other third party shall only be to the extent permitted by Kentucky Revised Statutes (KRS 49.010 through 49.180) by the powers and authority vested in the Kentucky Board of Claims and KRS 45A.225 through 45A.275 (Contract Claims). University does not waive any of the rights, privileges, or immunities available to Kentucky state agencies, and any conflicting provision in the terms and conditions or agreement provided by the supplier is rejected.

The supplier shall defend, indemnify, and hold harmless the University, its affiliated entities, their trustees, officers, employees, and agents from and against all costs, losses, damages, and expenses (including reasonable cost of attorneys' fees) resulting from the supplier's performance or because of bodily injury, including death, personal injury, data breach/loss at any time resulting therefrom, sustained by any person or persons including the supplier's employees, or on account of damage to property, including loss of use thereof, to the extent arising out of or in consequence of the negligent or intentional action or

omission, or willful misconduct of the supplier, provided, however, that nothing contained herein shall require the supplier to indemnify the University for such injuries to person or damage to property to the extent arising out of, or in consequence to the negligent or intentional action, omission or willful misconduct of the University, its officers, employees, and agents. Any cap or limitation on the amount of the liability included by supplier in its response or standard agreement is rejected. Any limitation of liability requires specific acceptance by the University (which is signed in writing by the University).

- D. CONFLICT OF INTEREST.** The supplier is required to disclose any potential conflict of interest. If the owner of your organization is related to a University employee, that relationship must be disclosed in writing prior to, or in no case later than, the time of award/executing of agreement.

For purposes of disclosure of a conflict, a person is a related person if related to a University employee in any of the following ways, and includes those within these categories who are referred to as adopted, step-, foster, grand-, half-, spouse of, or great-:

- Parent
- Child or Ward
- Sibling
- Uncle or Aunt
- First Cousin
- Nephew or Niece
- Spouse, Domestic Partner, Significant Other

- E. KENTUCKY CAMPAIGN LAWS.** The supplier representative certifies that neither he/she/they nor any member of his/her/their immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS121.056 (2) to the campaign of the gubernatorial candidate elected at the election last preceding the date of this agreement. The signee further swears under the penalty of perjury, that neither he/she/they or the supplier which he/she/they represents, has knowingly violated any provision of the campaign laws of the Commonwealth of Kentucky, and that the award of a contract to him/her/them or the supplier which he/she/they represents will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

- F. COMPLIANCE STATE LAWS.** It is agreed and understood that this procurement, and the rights and obligations of the parties hereto, shall be governed by and construed under the laws of the Commonwealth of Kentucky. All actions, claims, or disputes arising under or relating to the supplier's terms and conditions, or agreement, shall be solely brought in Franklin Circuit Court, Frankfort, Kentucky. This provision shall control any conflicting provision in the terms and conditions, or agreement provided by the supplier. Any such conflicting provision is rejected.

All suppliers are subject to and must comply with all applicable state and federal law, to include, but not limited to compliance with: Anti-Discrimination Laws & Requirements, federal, state, and local Minimum Wage and/or Prevailing Wage Requirements including, to the extent applicable, full compliance with [Davis Bacon Act](#)¹ requirements for all work and services performed.

- G. CONTRACT CANCELLATION.** The University reserves the right to terminate this agreement for its own convenience without cause upon a thirty (30) day written notice to the supplier. Upon receipt for the University of a "Notice of Termination", the supplier shall discontinue all services with respect to the applicable procurement. Provided the goods or services met any applicable acceptance criteria, the supplier will be compensated for all products shipped and received, work performed, services completed in whole or in part, and for material(s) which have been shipped (or which was otherwise allocated to the procurement, which was terminated). Compensation for services provided by the supplier will be calculated at a mutually agreed upon amount for services performed prior to "Notice of Termination". A fixed fee agreement/procurement will be prorated (as appropriate).

The University reserves the right to cancel any established agreement/procurement if any policy or procedural changes occur that would warrant discontinued use of the established agreement/procurement. Additionally, if a protest is filed, depending on the outcome of the protest, the agreement/procurement may be cancelled or confirmed.

- H. FISCAL FUNDING OUT.** The University reserves the right to cancel and/or suspend the agreement/procurement if funds for the continuation of these contracted goods or services are eliminated or are not fully appropriated in the subsequent years. The

¹ applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

University also reserves the right to cancel and/or suspend the established agreement if there are changes to University policy and/or the way business is conducted regarding contracted services.

- I. **ELIGIBILITY TO PARTICIPATE IN GOVERNAMENTAL PROGRAMS CERTIFICATION.** Supplier’s acceptance of award/execution of agreement certifies that the supplier, and where applicable subcontract supplier, or any person performing services under this agreement (i) is not now nor has ever been excluded, suspended, debarred, or otherwise deemed ineligible to participate in governmental healthcare, procurement, or other programs; (ii) is not now nor has ever been charged with or been convicted of a criminal offense related to the provision of governmental healthcare, procurement, or other programs and has not been reinstated in such programs after a period of exclusion, suspension, debarment, or ineligibility. If the supplier, and where applicable subcontract supplier, or any person performing services under this agreement becomes ineligible for participation in such governmental programs in the future, supplier will have a process in place such that subcontract supplier(s) and any person performing services under this agreement will promptly notify the supplier of ineligibility. The supplier will notify the University contract administrator of record within seventy-two (72) hours of the supplier becoming aware of the governmental ineligibility of the supplier, any subcontract supplier, or any person performing services under this agreement by completing the form found here: [University of Louisville Security Incident Reporting](#).
- J. **ARBITRATION.** Any provision in the supplier’s terms and conditions, or agreement, which specifies binding arbitration to resolve a controversy or claim arising out of or relating to this agreement, or breach thereof, is rejected and deleted. Mediation or other forms of non-binding alternative dispute resolution may be used in lieu of binding arbitration.
- K. **INSURANCE REQUIREMENTS.** Before the supplier becomes entitled to any rights under this procurement and prior to taking any action under any resulting award/agreement, supplier shall have a Certificate of Insurance indicating the organization’s in-force insurance coverage for the following policies and limits. Supplier agrees to provide proof of insurance upon request.

MINIMUM COVERAGE AMOUNTS

Type of Insurance	Minimum Limits of Liability
Commercial General Liability* Including: Completed Products, Personal and Advertising Injury, Products/Completed Operations	\$1,000,000.00 Each Occurrence \$2,000,000.00 General Aggregate
Auto Liability* All owned, hired, and non-owned vehicles	\$1,000,000.00 Combined Single Limit (Bodily Injury, Property Damage)
Workers’ Compensation	Statutory Limits – Kentucky and the state(s) of domicile of the organization and any subcontractor(s). The all state and voluntary compensation endorsement is to be attached to the policy.
Employers’ Liability	\$1,000,000.00 (Each employee, each accident and policy limit)
Data Breach Liability Including response and remediation	\$1,000,000.00 Each Occurrence \$1,000,000.00 General Aggregate
Professional Liability	\$1,000,000.00 Each Occurrence \$1,000,000.00 General Aggregate
Property Insurance	Replacement Cost, Open Perils, Property Insurance for all Personal Property used/stored by the supplier involved procurement on University Property.

*Occurrence coverage is required. Claims-made coverage is not acceptable.

These policies (except Workers’ Compensation) shall name the University, its trustees, officers, employees, and agents as Additional Insured and shall contain a covenant requiring no less than then (10) business days written notice to the University before cancellation, reduction, or other modification of coverages.

These policies shall be primary and noncontributing with any insurance carried by the University and shall contain a severability of interest clause in respect to cross liability, protecting each Additional Insured as though a separate policy had been issued to each. A certificate of the above policies shall be furnished to the University at least then (10) business days prior to the commencement of the services provided under this agreement.

All Certificates of Insurance must clearly state that the organization's insurance is PRIMARY. If organization's policy has deductibles, self-insured retentions, or co-insurance penalties, then all such costs shall be solely borne by the organization and not by the University. The University will not share in any policy deductibles.

It is hereby agreed that in event of a claim arising under this policy, the organization will not deny liability by reason of the Additional Insured being a state, county, municipal corporation, or governmental agency.

The limits listed above may be accomplished through a combination of primary and excess/umbrella liability policies written on a "follow form" basis or forms no more restrictive than the primary policies.

- L. **REMEDIES.** Any provision in the suppliers' terms and conditions, or agreement, which provides for automatic injunctive relief, or the payment of attorneys' fees and costs is hereby rejected and limited as set forth herein. Injunctive relief and/or the payment of attorneys' fees and costs shall only be available as remedies to the extent such relief is granted by a court of competent jurisdiction.
- M. **KENTUCKY OPEN RECORDS ACT.** Any provision in the supplier's terms and conditions, or agreement, which requires the University to keep certain information, data, or documents confidential is hereby subject to and limited by the University's disclosure obligations under the Kentucky Open Records Act, as amended.
- N. **SUBCONTRACTORS.** To the extent any subcontractors are used by the supplier to provide services related to the supplier's provision of services hereunder, supplier agrees to be responsible to the University for the services performed by its subcontractors to the same extent that the supplier would be responsible if it had performed such services. Supplier shall ensure that all subcontractors shall be bound by and comply with the applicable (based on their scope and responsibilities) terms of the Agreement and of this Attachment A, including without limitation all obligations concerning PCI, FERPA, [KRS 61.931-934](#), and other applicable data protection and privacy laws as set forth herein, and in the event supplier's subcontractor(s) fails to comply with any such requirement, supplier shall be responsible for doing so. Notwithstanding the foregoing, supplier may not assign or subcontract any of its rights or obligations under the Agreement without University's prior written consent, except as otherwise expressly permitted by the parties' written agreement.
- O. **PROMOTIONAL ITEMS.** All promotional items (if applicable) in association with this agreement must be approved in writing by the University Office of Communications and Marketing prior to the event.
- P. **RIGHT TO MARKS.** Supplier will have the right to utilize the trademarked University of Louisville logo in promoting its association with the University only as agreed upon in writing by the University. All University marks and logos must be approved by the Office of Communications and Marketing prior to use, and such use shall immediately cease upon expiration or termination of the agreement.
- Q. **CONTRACT CHANGES AND AMENDMENTS.** During the term of the agreement, no change will be permitted in any of its conditions and specifications unless the contractor receives written approval from the Department of Procurement Services. It is recognized that subsequent written amendments to the agreement may be necessary and such amendments will require mutual agreement of the parties.
- R. **FORCE MAJEURE.** Neither University nor supplier shall be held responsible for delay or default caused by fire, riot, acts of nature, acts of terrorism, pandemic occurrences, or other acts of political sabotage, or where such cause for delay or default was beyond the University's or supplier's reasonable control, respectively. Supplier shall, however, make all reasonable efforts to remove or eliminate such a cause for delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- S. **AMERICANS WITH DISABILITY ACT (ADA) COMPLIANCE.** When applicable (e.g., webpages), the supplier's products and services will be in compliance with the current ADA requirements including, but not limited to, the applicable current ADA Standards for Accessible Design, [WCAG 2.1, Section 508](#) of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), [Section 255](#) of the Communications Act, as amended and applicable regulations.

T. PAYMENT CARD INDUSTRY (PCI) COMPLIANCE. To the extent SUPPLIER has access to, stores, processes, transmits, redirects², or executes transactions with or containing Cardholder³ Data⁴ or Sensitive Authentication Data⁵, or could impact the security of the Cardholder Data technical environment, SUPPLIER acknowledges its responsibility for the security of Cardholder Data or Sensitive Authentication Data it has access to, stores, process, transmits, redirects, or executes transaction on behalf of the UNIVERSITY and ensuring that SUPPLIER’S subcontractors/agents/representatives/affiliates ensures that security as well (the preceding hereinafter collectively referred to as “uses/using Cardholder Data”). SUPPLIER represents and warrants that software, hardware, and services provided, supplied, or used by SUPPLIER⁶ for using Cardholder Data shall be compliant with, and will maintain compliance with throughout the term of the AGREEMENT, the then-current version of following laws and standards, each as updated from time to time by the responsible entity: (i) applicable laws and regulations, (ii) the standards established by the PCI Security Standards Council (PCISSC) (see [PCI Security Standards](#)) and (iii) such other applicable standards/policies of the UNIVERSITY (“laws and standards”). SUPPLIER agrees to provide proof of compliance at the signing of this AGREEMENT, by submitting a compliance document such as a PCI DSS Attestation of Compliance (AOC) or other similar compliance document certifying compliance by a third party against the current DSS version in effect and have aligned any mobile application, if applicable, to NIST development lifecycle guidelines and agrees to provide an updated proof of compliance of such compliance resulting from changes of laws and standards occurring after this AGREEMENT was executed. SUPPLIER shall promptly notify the UNIVERSITY of any lapse in its obligations resulting in non-compliance issues or security data breach of these provisions within seventy-two (72) hours at [University Security Incident Reporting](#) pertaining to their operation (or that of their subcontractors/agents/representatives/affiliates as applicable) and shall undertake immediate remediation of such incident within established timeframes and assume responsibility for informing such individuals in accordance with applicable laws. Furthermore SUPPLIER agrees, as needed, to assist the UNIVERSITY in determining the extent and/or nature of the loss of Cardholder Data or Sensitive Authentication Data should the UNIVERSITY need to notify individuals and/or the processor entity of such loss of Cardholder Data or Sensitive Authentication Data and paying all costs, including but not limited to, notification, investigation, mitigation, any fines or penalties, or card replacement, brand penalties in the event of a security breach of Cardholder Data or Sensitive Authentication Data caused by the actions or inactions of SUPPLIER (or that of their subcontractors/agents/representatives/affiliates as applicable) (referred to collectively as “PCI Costs”). SUPPLIER further agrees to indemnify, hold harmless and defend the UNIVERSITY from any claims damages or other harm connected to said breach. Further, the SUPPLIER hereby agrees that the UNIVERSITY may withhold payment(s) owed to the SUPPLIER for any violation of these security/reporting requirements or failure to pay PCI Costs. SUPPLIER will provide proof of appropriate insurance (with the UNIVERSITY listed as an additional insured) to cover its obligations for compliance and/or breach under this AGREEMENT.

SUPPLIER shall be the merchant of record for all transactions associated with this Agreement, and solely bears all responsibility for such transactions as is normally borne by the merchant of record, and hereby represents and warrants that it shall fully comply with all such responsibilities. The UNIVERSITY may, but is not required to, provide one network connection to the Internet for a SUPPLIER approved for connection to the UNIVERSITY of Louisville network, if applicable to the relationship. All SUPPLIER equipment will be placed into a virtual LAN with no connectivity to any other network. No additional access, wired or wireless, will be granted to the UNIVERSITY’s network for processing Cardholder Data or Sensitive Authentication Data upon the date of this Agreement or in the future. It is up to the SUPPLIER to provide equipment and labor to secure and connect their virtual LAN to the one network Internet connection and ensure a system for disaster recovery providing continuity of its business and security of all Cardholder Data and Sensitive Authentication Data should a major disruption or failure occur. SUPPLIER must abide by all network security policies of the UNIVERSITY and its network providers. SUPPLIER agrees that it will not use:

- (1) a UNIVERSITY provided network connection, or**
- (2) other non-cellular wireless transmission method (e.g., Bluetooth)**

² E.g., Sends the web user to a third party which collects or processes the Cardholder Data and associated payment information.

³ Customer/individual to whom a payment card is issued to or any individual authorized to use the payment (e.g., debit/credit) card.

⁴ Cardholder data minimally consists of the full Primary Account Number (PAN) – the unique payment card number (typically for credit or debit cards) that identifies the issuer and the cardholder account. Cardholder data may also include the fully PAN plus any of the following: cardholder name, expiration date, and/or service code; See Sensitive Authentication Data for additional data elements that may be transmitted or processed (but not stored) as part of the payment transaction.

⁵ Security-related information (including but not limited to card validation codes/values, full track data (from the magnetic stripe or equivalent on a chip, PINs, and PIN blocks) used to authenticate cardholders and/or authorize payment card transactions.

⁶ This includes its subcontractors/agents/representative/affiliates by the reference to “using Cardholder Data”.

for transmission of any information that the UNIVERSITY has defined as Sensitive Information unless such use has received prior written approval by the UNIVERSITY. Any information stored (i.e., servers, backups) during the term of the Agreement must adhere to proper disposal methods per PCI standards upon termination of this Agreement.

SUPPLIER further agrees to indemnify, hold harmless and defend the UNIVERSITY of Louisville and its affiliates and representatives from any claims damages or other harm connected to any breach of the warranties or representations set forth in the PCI Compliance section above.

U. TREATMENT OF UNIVERSITY DATA/INFORMATION. If the SUPPLIER is provided access or is provided copy(ies) of UNIVERSITY data, the SUPPLIER agrees to secure and protect the UNIVERSITY data (and require the same of any other entity with whom it shares or gives access to UNIVERSITY data) from unauthorized access, use, modification, disclosures, manipulation, or destruction, and that it will use processes that meet industry standard practices for protecting a customer’s information (which standards shall be at least as stringent as the SUPPLIER would use for protecting its own confidential information). SUPPLIER agrees to notify the UNIVERSITY of a security breach/security incident as specified at [University of Louisville Security Incident Reporting](#) relating to UNIVERSITY data that SUPPLIER or its agents or subcontractors has access to or is in their possession within seventy-two (72) hours of discovery of an actual or suspected breach. SUPPLIER agrees to cooperate with the UNIVERSITY in complying with the response, mitigation, correction, and notification efforts, including undertaking a prompt and reasonable investigation of any such incident. Upon termination or cancellation of this AGREEMENT between the UNIVERSITY and SUPPLIER, all data, including disks, tapes, and electronic files in the possession of SUPPLIER or its agents, subcontractors, or other third party will be destroyed unless: (1) SUPPLIER is required to retain such data pursuant to applicable law; or (2) the individual to who the data relates request that SUPPLIER maintain its data in accordance with applicable privacy or other legal requirement(s). (“Required Copy(ies)”). Any such Required Copy(ies) will be kept secure and the duty of notification of a breach/incident will continue. The UNIVERSITY acknowledges that such data communicated and/or stored in electronic form may be routinely backed up such that return, or destruction is not practicable and/or feasible, in which case SUPPLIER (or its subcontractors/agents/others with whom the information has been shared) will keep such back-up copies secure until the back-up media is recycled or destroyed.

Protected Health Information: Protected health information⁷ (PHI) is not intended to be shared under this AGREEMENT unless a Business Associate Agreement (BAA) is executed as part of this AGREEMENT.

SUPPLIER agrees that it will not receive or share protected health information under this AGREEMENT unless the box below is checked and the SUPPLIER has executed a BAA acceptable to the UNIVERSITY.

PHI may be shared	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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Initial _____ Date: _____

If YES is checked, the SUPPLIER agrees either (1) to execute a BAA⁸ acceptable to the UNIVERSITY before receiving any PHI or (2) operate under a plan approved by the University’s Privacy Office for receiving only fully deidentified health information.

Personal Information. To the extent SUPPLIER receives Personal Information⁹ as defined by and in accordance with Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act, [KRS 61.931-934](#) (the “Act”), SUPPLIER shall secure and protect the Personal Information (and ensure the same of its agents or subcontractors having access to the Personal Information) by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set

⁷ See [HHS Privacy De-Identification Guidelines](#).

⁸ See [University of Louisville Business Associate Agreement](#) for copy of UNIVERSITY’S BAA.

⁹ “Personal Information” is defined in accordance with [KRS 61.931\(6\)](#) as “an individual’s first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver’s license number, state identification card number, or other individual identification number issued by an agency;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g”.

forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as SUPPLIER uses to protect its own confidential information, and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction and that meet industry standard practices for protecting Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying the UNIVERSITY of a security breach as specified at [University of Louisville Security Incident Reporting](#) relating to Personal Information in the possession of SUPPLIER or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and SUPPLIER abides by the requirements set forth in that exception; (iv) paying all costs of notification, investigation, and mitigation in the event of a security breach of Personal Information caused by the actions or inactions of SUPPLIER or a breach of SUPPLIER'S database, system, or information storage/management infrastructure ("NIM Costs"); (v) cooperate with UNIVERSITY in complying with the response, mitigation, correction, investigation, and notification requirements of the Act and the UNIVERSITY, including but not limited to, at the UNIVERSITY'S discretion, undertaking a prompt and reasonable investigation of any security breach, providing credit file or identity monitoring, and operating an identity theft call center to respond to questions from individuals whose Personal Information may have been accessed or disclosed for a period of one year after the date on which such individuals were notified of the unauthorized access or disclosure; and (vi) at UNIVERSITY'S discretion and direction, handling all administrative functions associated with notification, investigation, and mitigation, in accordance with the Act's requirements and the UNIVERSITY'S instructions. The SUPPLIER hereby agrees that the UNIVERSITY may withhold payment(s) owed to the SUPPLIER for any violation of these identity theft prevention reporting requirements or failure to pay NIM Costs.

GDPR Personal Data. To the extent SUPPLIER processes personal data (Article 4) or sensitive personal data (Article 9) as defined in the EU's General Data Protection Regulation (GDPR) effective May 25, 2018, SUPPLIER, to the extent applicable, (i) shall take all measures required pursuant to Article 32 of GDPR and the SUPPLIER shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk; (ii) shall ensure that only authorized individuals are able to access the personal data being processed on behalf of the UNIVERSITY; (iii) shall not engage another entity (Sub-Processor) without the prior specific or general written consent of the UNIVERSITY; (iv) shall notify UNIVERSITY of a security breach as specified at [University of Louisville Security Incident Reporting](#) relating to personal information in the possession of SUPPLIER or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach; (v) shall cooperate with UNIVERSITY in complying with the response, mitigation, correction, investigation, and notification requirements, including undertaking a prompt and reasonable investigation of any security breach; and (vi) paying those costs of notification, investigation, and mitigation in the event of a security breach of personal data, to the extent, cause by the actions or inactions of SUPPLIER. As an agency of the Commonwealth of Kentucky, the UNIVERSITY confirms that it cannot agree to be bound by or submit to the jurisdiction or laws of another government and, therefore, cannot enter into the standard contractual clauses required pursuant to Article 45 of GDPR (EU) 2016/679 for international transfers of personal data outside of the European Economic Area or to a country not recognized by the European Commission as being in adequation. As a result, SUPPLIER shall be solely responsible for compliance with GDPR, if applicable, including but not limited to obtaining any necessary written consents.

Student Records – Family Educational Rights and Privacy Act (FERPA). SUPPLIER acknowledges that the UNIVERSITY is obligated to comply with FERPA. SUPPLIER shall not use or disclose data/information received by SUPPLIER or disclosed to SUPPLIER that is defined as an educational record by FERPA, except as necessary to provide the services or perform the activities for the UNIVERSITY and any individuals (e.g., employees) of the UNIVERSITY (or to any other party that satisfies the definition of "School Officials" with a "legitimate education interest" as those terms are defined in FERPA with written approval by the UNIVERSITY). The nature of the services or activities being conducted under this AGREEMENT are such that SUPPLIER is considered as a "School Official" (as that term is defined in FERPA) with a "legitimate educational interest" in having access to these educational records that are protected by FERPA that the SUPPLIER accesses, receives, stores, or controls, SUPPLIER will comply with all obligations that FERPA imposes on a "School Official". SUPPLIER will use these educational records only for fulfilling its duties under this AGREEMENT. By way of illustration and not of limitation, SUPPLIER will not use such data for its own benefit and, in particular, will not engage in "data mining" of this data for the sale/marketing/transfer for value of personal data, including without limitation, the sale of e-mail addresses or demographic information.

Student Financial Aid Information and Gramm-Leach-Bliley Act (GLBA). To the extent that SUPPLIER receives non-public UNIVERSITY information (which, for example, could contain employee or student information that would qualify as customer or consumer information) that would qualify for protection under the "Red Flag" rule or the Gramm-Leach-Bliley Act (GLBA), SUPPLIER agrees to maintain a written comprehensive information security program containing administrative, technical, and physical safeguards for the security and protection of the UNIVERSITY'S information compliant with the requirements of the "Red Flag" rule, GLBA, and GLBA regulations, and further containing each of the elements set forth in § 314.4 of the Gramm-Leach-Bliley Standards for Safeguarding Customer Information (16 C.F.R. § 314). SUPPLIER further agrees (and shall require any

subcontractor or agent to agree) to safeguard all such UNIVERSITY information provided to it under this AGREEMENT in accordance with its information security program and the Standards for Safeguarding Customer Information. Except as expressly permitted under the Federal Credit Reporting Act (FCRA), SUPPLIER agrees that neither it (nor its subcontractors or agents with access to non-public UNIVERSITY information) will disclose any information that would be considered a “consumer report” under the FCRA. Further, no non-public UNIVERSITY information shall be distributed or sold to any third party or used by SUPPLIER or its agents or subcontractors in any way, except as authorized by this AGREEMENT and/or as approved by the UNIVERSITY in writing.

SUPPLIER further acknowledges that the University is obligated to comply with laws regulating the uses of student financial aid data, such as the Higher Education Act (HEA). Neither SUPPLIER nor its subcontractors or agents shall use or disclose such information received by vendor or disclosed to the SUPPLIER (or received or disclosed to SUPPLIER’S subcontractors or agents) that is defined as student financial aid data by HEA, except as necessary (i) to provide the services to/perform the activities for the UNIVERSITY under this agreement or (ii) to another party with written approval by the UNIVERSITY. This restriction applies to, but is not limited to, Free Application for Federal Student Aid (FASFA) data.

- V. **PARKING.** Suppliers that have entered into a contract and/or agreement with the University for sales or service may purchase a parking permit at the established fee. Location of parking will be designated at the time of the permit purchase. Suppliers parking on University property without valid permits shall be subject to ticketing, booting, or impoundment.

Current fee schedule and additional information can be found here: [University of Louisville Parking](#)

- W. **CONDUCT OF EMPLOYEES.** It is understood that the possession of weapons and/or consumption of alcohol or drugs on the job by any personnel of supplier or any of its subcontractors, or otherwise, is strictly prohibited. Any person having possession of same and/or under the influence of alcohol or drugs, while on the premises at any time, shall be removed from the site at the direction of the supplier and shall be subject to automatic dismissal by the supplier. No employee shall fraternize with any University students or staff at the premises. The supplier and all its employees shall abide by the operational rules at the facility.

- X. **SMOKE FREE CAMPUS.** Smoking is not permitted on any University campus. This prohibition includes buildings and all grounds. Suppliers shall take this into consideration when assigning personnel.

- Y. **DAMAGE TO PROPERTY.** The supplier will be responsible to repair to the satisfaction of the University any damage to grounds, buildings, vehicles, or other property belonging to the University or any of its employees or students, or property belonging to any member of the public present on campus for any legitimate purpose, to the extent such damage is the direct or indirect result of any actions/inactions of the supplier’s employees.

- Z. **COVID-19 SAFETY REQUIREMENTS.** Suppliers, their subcontractors, and all associated personnel, while on any University property or University controlled property, must be in compliance with all currently University health guidance including state, local, and/or federal public health guidance for the prevention of spread of COVID-19. These guidelines include, but are not limited to, practicing social distancing to the extent practicable, and wearing a mask that covers both the individual’s nose and mouth. Further details regarding University COVID-19 safety procedures can be found here: [University of Louisville COVID-19 Guidelines](#). Current CDC guidelines can be found here: [CDC COVID-19 Guidelines](#). For informational purposes only, Kentucky COVID-19 resources can be found here: [KY COVID-19 Resources](#).

- AA. **SUPPLIER CERTIFICATION.** The following certifications and acknowledgements are applicable as indicated by the particular provision.

a. **EQUAL OPPORTUNITY CLAUSE**

(Applicable to Suppliers exceeding \$10,000 in Contracts with a University affiliated entity in a twelve-month period)

This Contract is subject to the requirements of Executive Orders 11246 and 11375 and the rules and regulations of the U.S. Secretary of Labor (41 CFR Chapter 60) in promoting Equal Opportunities.

During the performance of this Contract the Supplier agrees as follows:

- i. Supplier will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion,

color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.

- ii. Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- iii. Supplier will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Supplier's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders.
- v. Supplier will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Affirmative Action Office for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of Supplier's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part, and Supplier may be declared ineligible for further Government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed or remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. Supplier will include the provisions of Paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by the rules, regulations, or orders issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. Supplier will take such action with respect to any subcontract or purchase order as the Government or Buyer may direct as a means of enforcing such provision including sanctions for noncompliance; provided, however, that in the event Supplier becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Supplier may request the United States to enter into such litigation to protect the interests of the United States.

b. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(Applicable to Supplier exceeding \$10,000 in Contracts with a University affiliated entity)

This Contract is subject to the requirements of Executive Order 11701 and the regulations of the U.S. Secretary of Labor (41 CFR Chapter 60, Part 60-250) in promoting employment opportunities for disabled and Vietnam veterans.

During the performance of this contract or purchase order, Supplier agrees as follows:

- i. To provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era. The Supplier also agrees that all suitable employment openings of the Supplier which exist at the time of execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Supplier other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State Employment Service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: provided, that if the Contract or purchase order is for less than \$10,000 or if it is with a state or local government, the reports set forth in Paragraphs (iii) and (iv) of this clause are not required.
- ii. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of any particular job applicant or from any particular group of job applicants, and

nothing herein is intended to relieve the Supplier from any requirements in Executive Order or regulations regarding nondiscrimination in employment.

- iii. The reports required by Paragraph (i) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or where the Supplier has more than one establishment in a state, with the central office of the state employment service. Such reports shall indicate for each establishment (1) the number of individuals who were hired during the reporting period; (2) the number of those hired who were disabled veterans; and (3) the number who were nondisabled veterans of the Vietnam era.
- iv. The Supplier shall submit a report within thirty (30) days after the end of each reporting period wherein any performance is made on this contract or purchase order. The Supplier shall maintain copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the University's Affirmative Action Office.
- v. Whenever the Supplier becomes contractually bound to the listing provisions of this clause, he shall advise the employment service system in each state wherein he has establishments of the name and location of each such establishment in the state. If the Supplier is contractually bound to these provisions and has so advised the state system, there is no need to advise the state system of subsequent contracts or purchase orders. The Supplier may advise the state system when it is no longer bound by this contract clause.
- vi. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.
- vii. This clause does not apply to openings which the Supplier proposed to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- viii. As used in this clause:
 1. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical, executive administrative, and professional openings which are compensated on a salary basis of less than \$18,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the Supplier proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. Under the most compelling circumstances an employment opening may not be suitable for listing, including the situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
 2. "Appropriate office of the state employment service system" means the local office of the federal-state national system or public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the U.S. Virgin Islands.
 3. "Openings which the Supplier proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Supplier's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Supplier proposes to fill from regularly established "recall" or "rehire" lists.
 4. "Openings which the Supplier proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings for which no consideration will be given to persons outside of a special hiring arrangement, including openings which the Supplier proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Supplier and representatives of his employees.
 5. "Disabled veteran" means a person entitled to disability compensation under the law administered by the Veterans' Administration for disability rates at 30 per centum or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.

6. "Veterans of the Vietnam era" means a person (1) who (i) served on active duty for a period of more than 180 days, any part of which occurred after August 5, 1964, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed after August 5, 1964, and (2) who was so discharged or released within the 48 months preceding his application for employment covered under this part.

c. CERTIFICATE OF NONSEGREGATED FACILITIES

(Applicable to Suppliers exceeding \$10,000 in Contracts with a University affiliated entity)

This Contract is subject to the requirements of Executive Order 11246 and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-1.8) prohibiting segregated facilities based upon race, color, religion, sex, or national origin.

The undersigned Supplier certifies to the University and the Federal Government agencies with which it contracts that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit the employees to perform their services at any location under his control where segregated facilities are maintained. The undersigned bidder, offeror, applicant, supplier, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that he will retain such certification in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certification for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provision of the Equal Opportunity Clause. The Certification may be submitted either for each subcontract or for all subcontracts or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

d. EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES

(Applicable to Suppliers exceeding \$10,000 in Contracts with a University affiliated entity)

This Contract is subject to the requirements of Executive Order 11758, section 503 of the Rehabilitation Act of 1973, as amended, and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-741.5) to promote the employment and advancement of qualified disabled individuals.

During the performance of this Contract, Supplier agrees as follows:

- i. That it will not discriminate against any employee or applicant for employment because of physical or mental disability regarding any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices including the following:
 1. Recruitment, advertising, and job application procedures.
 2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring.
 3. Rates of pay or any other form of compensation and changes in compensation.
 4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

5. Leaves of absence, sick leave, or any other leave.
 6. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
- ii. That it will comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - iii. That in the event of noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - iv. That it will post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).
 - v. That it will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
 - vi. That it will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provision will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

e. AFFIRMATIVE ACTION PROGRAM REQUIREMENT

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a University affiliated entity)

This Contract is subject to the requirements of Executive Order 11758, section 503 of the Rehabilitation Act of 1973, as amended, and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-741.40) in promoting affirmative action in Employment of the Handicapped. Supplier agrees to conform to its requirements as outlined in 41 CFR Part 60-741.44.

Furthermore, Supplier agrees to develop a written Affirmative Action Compliance Program for each of its establishments as required by 41 CFR 60-2.1.

f. FILING CERTIFICATE

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a University affiliated entity)

Supplier has filed or will file the necessary compliance reports, including Standard Form 100 (EEO-1) where and when required by law and applicable regulations, including, without limitation, the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972 and regulations in 41 CFR 60-1.7. Supplier further agrees that it shall require similar certification and filing from its nonexempt subcontractors and suppliers. The Supplier agrees to submit a copy of his Affirmative Action Program to the Affirmative Action Office, University of Louisville, within 30 days after the award to him of a Contract. Subsequent reports shall be submitted annually in accordance with 41 CFR 60-1.7(a)(1).

g. AFFIRMATIVE ACTION CERTIFICATE

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a University affiliated entity)

Supplier has developed, is maintaining, and will continue to maintain the written affirmative action compliance program to guarantee equal employment opportunity to minority groups required by applicable laws and

regulations, including, without limitations, those appearing in 41 CFR 60-1.40. Supplier further agrees that it shall require similar certification and filing from its nonexempt subcontracts and suppliers.¹⁰

h. ADMINISTRATIVE, CONTRACTUAL, LEGAL REMEDIES

(Applicable to federally funded Contracts exceeding \$150,000 [or a higher threshold if the \$150,000 is adjusted for inflation as determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council])

Supplier acknowledges that the applicable University affiliated entity may impose sanctions or penalties on the Supplier for violation of terms of the Contract or breach of contract including violation of applicable regulations, other applicable provisions of law, or any directive or instruction from the University affiliated entity or federal entity providing the funding. The University affiliated entity will determine the appropriate sanction and/or penalty, up to and including the inability to provide future goods or services to any University affiliated entity. In determining the appropriate sanction and/or penalty, the University affiliated entity will consider previous violations, potential harm to the project for which the goods or services are being provided, and any other relevant factors. The Supplier will be notified in writing of the intent to sanction and/or penalize and will have ten (10) business days from the date of receipt of the notice to submit a written response. The response will be reviewed, and a final decision will be communicated in writing to the Supplier. These sanctions or penalties do not preclude the University affiliated entity, nor the Supplier, from pursuing any other alternate dispute resolution or legal remedy to which either may be entitled under law or regulation.

i. DAVIS BACON ACT

(Applicable to federally funded construction projects exceeding \$2,000)

Supplier agrees to pay wages to mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Supplier agrees to pay wages and meet the other requirements as specified by Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5). Supplier acknowledges that the University affiliated entity's decision to make a Contract with Supplier is conditioned upon the acceptance of the wage determination.

j. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to federal funded Contracts exceeding \$100,000 which involves the employment of mechanics and laborers)

Supplier agrees to pay salaries and wages in accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5). Supplier acknowledges that such requirements include computation of wages of a standard work week of 40 hours for every mechanic and laborer and that work more than the standard work week is permissible provided the worker is compensated at a rate no less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

k. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to federally funded Contracts exceeding \$150,000)

Supplier agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Supplier acknowledges the requirement to report any violations with the funding Federal agency and to the Regional Office of the Environmental Protection Agency (EPA) and agrees to notify the University affiliated entity of any such violations.

¹⁰ Non-construction contractors should refer to 41 CFR Part 60-2 for specific affirmative action requirements. Construction contractors should refer to 41 CFR Part 60-4 for specific affirmative action requirements.

I. TERMINATION

(Applicable to federally funded Contracts exceeding \$10,000)

The University affiliated entity shall have the right to terminate/cancel this Contract at any time upon thirty (30) days' written notice to the Supplier. The University affiliated entity shall pay Supplier for termination costs as allowable under OMB Circular a-21 or 2 CFR Part 200 as applicable.

m. LOBBYING / ANTI-KICK BACK

Copeland Anti-Kick Back Act:

(Applicable to any federally funded Contracts or funded by a federal loan)

The Supplier agrees to comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Supplier, Bidder, subcontractor or subgrantee is prohibited from inducing, by any means, any person employed in the construction, prosecution, completions, or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is otherwise entitled.

Certification Governing Lobbying:

(Applicable to federally funded Contracts exceeding \$100,000)

The Supplier certifies to the best of his/her knowledge and belief that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Supplier, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Supplier shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the University affiliated entity.
- iii. The Supplier shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

n. ACCESS TO RECORDS

(Applicable to any federally funded Contracts)

The University affiliated entity reserves the right to inspect, upon reasonable advance notice by the University affiliated entity and during normal business hours, Supplier's physical facilities, and all books, records, and documents of any kind pertaining to this Contract or Supplier's performance of supplying the goods or services provided by the Contract. Supplier agrees to provide copies of any records, receipts, accounts, or other documentation to the University affiliated entity in a timely fashion as reasonably requested by the University affiliated entity. Supplier will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to the performance of the Contract for a minimum period of three (3) years after the date of receipt of the final payment.

o. AUDITS

(Applicable to any federally funded Contracts)

Supplier assures University affiliated entity that it complies with either A-133 or the applicable provisions of 2 CFR Part F Audit Requirements (§200.500-200.520) applicable to assurances from subawards/subcontracts and that it will notify the University affiliated entity of completion of required audits and of any adverse findings which impact this Agreement, including those required audits conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). The University affiliated entity reserves the right to inspect, upon reasonable advance notice and during normal business hours, Supplier's physical facilities used to provide the Services undertaken under this Agreement, and all books, records, and documents of any kind pertaining to the provision of the Services provided under this Agreement. Supplier agrees to provide copies of any records, receipts, accounts, or other documentation in a timely fashion as reasonably requested by the University affiliated entity. Supplier will keep all usual and proper records and books of accounts in accordance with GAAP relating to performance/provision of Services for a minimum period of three (3) years after the date of receipt of the final payment.

p. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by the awarding agency.

q. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, [2 CFR part 180](#). The regulations in 2 CFR part 180 restrict awards, subaward, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

r. DOMESTIC PREFERENCE FOR PROCUREMENTS

- i. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- ii. For purposes of this section:
 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

s. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- i. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or a critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - a. For the purposes of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications

Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign county.
4. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), head of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected business, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and ensure that communications services to users and customers is sustained.
5. See Public Law 115-232, section 889 for additional information.
6. See also §200.471.

t. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

- i. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- ii. For purposes of this section:
 1. "Produced in the United States" means for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

u. **NEVER CONTRACT WITH THE ENEMY**

- i. Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants, and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

This Supplier Certification is hereby incorporated into the applicable Contract with you. Your signature on the Contract, acceptance of the contract/purchase order, acceptance of payment, or other form of acceptance/acknowledgement (e.g., continuing business relationship) with a University affiliated entity indicates your agreement to and acceptance of the applicable provisions. No counteroffer or provision of alternate terms and conditions is accepted by the University affiliated entity. Any changes must be agreed to in a signed separate writing specifically addressing the particular provision(s).