

NORTHWESTERN UNIVERSITY – PURCHASE ORDER TERMS AND CONDITIONS

Northwestern University is a private, not for profit, nonsectarian, coeducational institution, created by Charter by the State of Illinois in 1851, realizing exempt status under Internal Revenue Service Code, Section 501(a), as an organization described in Section 501(c)(3). This order/contract is subject to the instructions on the face of this document and the terms and conditions indicated below.

1. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and the University shall not be bound by any other terms. Acceptance of this order/contract constitutes acceptance of all conditions herein stated.
2. **Inspection and Approval.** All material or services furnished must be as specified and will be subject to inspection and approval of University after delivery. The right is reserved to reject and return at the risk and expense of the vendor such portion of any shipment which may be defective or fail to comply with specifications without invalidating the remainder of the order/contract. Express warranties aside, the vendor also warrants that all delivered articles to be free from material or manufacturing defects. In addition, all goods and services must comply with relevant drawings, samples, or specifications and meet the highest professional standards.
3. **Standard Warranties.** *Warranty of Merchantability* – Goods provided by vendor under this order/contract shall be merchantable. All goods provided shall be of good quality within the description given by the University, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the University, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the vendor or on the container or label.
Warranty of fitness for a particular purpose – When vendor has reason to know or knows any particular purpose for which the goods are required, and the University is relying on the vendor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.
Warranty of title – Vendor shall, in providing goods to the University, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the University, at the time of contracting, has no knowledge. Goods provided by vendor shall be delivered free of any rightful claim of any third person by of infringement or the like.
4. **Delivery.** Prices are considered "F.O.B. Delivered" with transportation charges prepaid on all orders to the University, unless otherwise indicated. Time being of the essence of this order/contract, the University reserves the right to cancel this order/contract or any portion of the same if delivery is not made when and as specified, and charge vendor for any loss sustained as a result of such cancellation including, but not limited to, shipping charges.
5. **Changes.** No changes of any type may be made in this order/contract, including changes in quantity, type of goods, delivery date, price, or any other provision of this order/contract, without the University's express written approval.
6. **Insurance.** The University reserves the right to require proof of insurance that meets certain minimum standards. Required insurance may include comprehensive general liability, automobile liability, employers' liability and workers' compensation. Vendors shall bear the full cost of such insurance, when required.
7. **Indemnification.** The vendor shall defend, indemnify and hold harmless Northwestern University, its trustees, officers, agents and employees from and against any and all damages, claims, demands, suits, judgments, penalties, and costs (including reasonable attorneys' fees and expenses) and all liability imposed by law, for or on account of damage to property or death of or injury to any person or persons (including property and employees of Northwestern University), arising from the work, goods, or services provided by the vendor, its employees, agents or subcontractors pursuant to this order/contract.
8. **Limitation of Liability.** Except as set forth herein, neither the vendor nor the University shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement by vendor of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the vendor; to claims covered by other specific provisions of this Agreement calling for liquidated damages; to vendor's indemnification obligations; or to court costs or attorneys fees awarded by a court in addition to damages after litigation based on this order/contract.
9. **Governing Law.** This order/contract shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, excluding its choice of law rules and, to the extent applicable, the copyright laws of the United States of America. In the event of a dispute hereunder, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of Illinois.
10. **Payment Discounts.** Time in connection with discounts offered will be computed from date of delivery or date of receipt of correct invoice, whichever is later.
11. **Taxes.** The University is exempt from the retailers' occupation tax, the service occupation tax (both state and local), the use tax, and the service use tax. Our Illinois State tax exemption identification number is **E 9990-4055-05**. The University is also exempt from the Federal excise tax as an exempt institution (sec. 4222,IRC). Our Federal excise tax exemption certificate registry number is **3673-0269F**.
12. **Payment.** University standard terms for payment shall be Net 45 days from the date of delivery, or date of receipt of correct invoice, whichever is later.
13. **Discrimination, Harassment, and Sexual Harassment.** Northwestern University prohibits discrimination against any member of its community on the basis of race, color, religion, national origin, sex, sexual orientation, parental status, marital status, age, disability, citizenship, or veteran status in matters of admissions, employment, housing, or services or in the educational programs or activities it operates. Harassment, whether verbal, physical, or visual, that is based on any of these characteristics is a form of discrimination. Northwestern University also prohibits sexual harassment of any member of its community. This includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. The vendor shall inform all of its employees, subcontractors and agents (and the employees of their subcontractors and agents) that discrimination, harassment and sexual harassment are a violation of University policy, and will not be tolerated on any University job site or anywhere else on University property. The vendor shall remove from any University job site and University property any of its employees or those of its subcontractors or agents who improperly conduct themselves in any manner toward University students, faculty, staff, or guests, and shall be responsible for any acts by its employees, subcontractors, or agents that violate Northwestern University's policy.
14. **Website Incorporation.** The University expressly states that it will not be bound by any content on the vendor's website, even if the vendor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the University has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the University.
15. **Sponsored Project.** If this order/contract is a subcontract under an externally funded sponsored project award, the applicable clauses of the award are incorporated herein.
16. **Export Controls.** The vendor is responsible for complying with all applicable export control regulations. Any such export controlled items, equipment, or information MUST be properly handled and labeled by the vendor as part of the vendor's responsibility when the vendor transfers such items to the University.
17. **General Government Provisions.** All applicable government statutes, rules, regulations, and executive orders are hereby incorporated in this order/contract and made part of any resulting transaction.

The vendor also certifies that all materials or services listed in this order/contract have or will be furnished in compliance with and subject to: 1) all applicable federal and state statutes, amendments thereto and regulations issued pursuant thereto, and 2) all applicable orders and regulations of the executive and other departments, agencies, and instrumentalities of the United States.

In addition, the vendor certifies that it will comply with all applicable government rules, regulations, and executive orders, including, but not limited to: 1) Environmental Protection issues, 2) Employee Directives covering provisions of the Fair Labor Standards Act as amended and the Davis-Bacon Act as amended, and those covering drug-free workplace/workforce, and contract work hours, and 3) Specified Administrative Requirements covering buy/fly American and non-delinquency of federal debt. Such rules, regulations, and executive orders are hereby incorporated by reference in this order/contract.

18. **Federal Government Provisions, as amended, when applicable:**
 - A. The vendor certifies compliance with the following:
 - FAR 52.203-6 (C) Restrictions of Subcontractor Sales to Government
 - FAR 52.203-7 (C) Audit-Kickback Procedures
 - FAR 52.223-2 and OMB Circular A-110 Attachment O (C,G)
 - Hazardous Material Identification and Material Safety Data (when applicable)
 - DFAR 252.227-7018 (C) Restrictive Markings on Technical Data
 - DFAR 252.227-7036 (C) Certificate of Technical Data Conformity
 - FAR 52.225-1 (C) Buy American
 - FAR 52.247-63 (C,G) Fly American
 - FAR 52.203-11 and P.L. 101-121 (C,G) Lobbying
 - B. For purchase orders exceeding \$2,500.00, the vendor certifies compliance with the following:
 - FAR 52.222-36 and E.O. 11758, (C,G) Affirmative Action for Handicapped Workers 29 USC 651 (C,G) Occupational Safety and Health FAR 22.10 Service Contracts Act 40 USC 327-330 Contract Work Hours and Safety Standards
 - C. For purchase orders exceeding \$10,000.00, the vendor certifies compliance with the following:
 - FAR 52.215-1 (C) Examination of Records by Comptroller General (if document was entered by negotiation)
 - FAR 52.215-2 (C) Audit Negotiations (if document was entered by negotiation)
 - FAR 52.222-20 (C) Walsh-Healy Public Contracts Act
 - FAR 52.222-35 (C) Affirmative Action for Special Disabled and Vietnam Era Veterans
 - D. For purchase orders exceeding \$25,000.00, the vendor certifies compliance with the following:
 - FAR 52.220-3 (C) Utilization of Labor Surplus Area Concerns
 - FAR 52.227-1 (C) Authorization and Consent
 - FAR 52.227-2 (C) Notice and Assistance Regarding Patent and Copyright Infringement
 - FAR 52.246-16 (C) Responsibility for Supplies
 - FAR 52.209-5 (C) and E.O. 12549 (G) Debarment and Suspension
 - E. For purchase orders exceeding \$50,000.00, the vendor certifies compliance with the following:
 - FAR 52.222-26 and E.O. 11246 as amended Equal Opportunity
 - F. For purchase orders exceeding \$100,000.00, the vendor certifies compliance with the following:
 - FAR 52.215-22 (C) Price Reduction for Defective Cost or Pricing DATA
 - FAR 52.215-24 and 52.215-25 (C) Subcontractor Cost or Pricing Data (and Modifications thereto)
 - FAR 52.223-2 and E.O. 11738 (C,G) Clean Air and Water
 - DFAR 252.204-7005 (C) Overseas Distribution of Defense Contractors
 - FAR 52.219-8 (C) Utilization of Small Business Concerns and Small Disadvantaged Business Concerns
 - G. For purchase orders exceeding \$500,000.00, the vendor certifies compliance with the following:
 - FAR 52.219-9 (C) Small Business and Small Disadvantaged Business Subcontracting Plan, as applicable
 - FAR 52.220-4 (C) Labor Surplus Area Subcontracting Plan

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