

University of North Texas System
Purchase Order Terms and Conditions

"PAYMENT TERMS: Net 30 days after receipt of goods/service and/or invoice, whichever is later. If under the stipulations of the Prompt Payment Law, Government Code, Chapter 2251, interest is determined to be due the Vendor, the interest rate shall be in accordance with Chapter 2251 of the Texas Government Code.

1. Acceptance of the Purchase Order ("Order") is expressly limited to the terms and conditions herein contained on both sides hereof. None of the terms and conditions contained in the Order may be modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of the University and delivered by the University to Vendor, and each shipment received by the University from Vendor shall be deemed to be only upon the terms and conditions contained in this Order except as they may be added to, modified, superseded or otherwise altered by a written instrument signed by an authorized representative of the University and delivered by the University to Vendor, notwithstanding any terms and conditions that may be contained in any acknowledgement, invoice or other form of Vendor and notwithstanding the University's act of accepting or paying for any shipment or similar act of the University. The University's failure to object to provisions contained in Vendor's documents shall not be deemed a waiver of the Terms and Conditions set forth herein, which shall constitute the entire agreement between the parties.

2. Vendor may not assign, transfer, or subcontract this Order or any rights or obligations hereunder without the University's written consent. Any purported assignment transfer or subcontract shall be void and ineffective.

3. In the event of a voluntary or involuntary filing of bankruptcy by or against Vendor, or in the event a receiver or trustee is appointed for all or substantially all of the property or assets of Vendor, or the Vendor makes a general assignment for the benefit or creditors, then the University shall be entitled to cancel any unfilled part of this Order without any liability whatsoever.

4. The University may, by written change order, make changes in this Order, including additions to or deletions from the quantities of items or services ordered or in the designs, specifications, or delivery schedules, but no additional charge will be allowed unless authorized in writing by the University. If any such change affects the delivery schedule or the amount to be paid by the University, Vendor shall notify the University immediately and negotiate an adjustment. Any exchange of information or advice

between the parties shall not authorize Vendor to change the items or services purchased hereunder or the provisions of this Order unless incorporated as a written change order in accordance with this section.

5. Without prior written consent of the University, Vendor shall keep confidential and neither disclose to any person outside its employ, nor use for purposes other than performance of this Order, any information or property pertaining to the existence, terms, or performance of this Order, including, but not limited to, designs, drawings, blueprints, descriptions, specifications, or any other proprietary information that is provided as part of or necessary to fulfill the obligations of Vendor under this Order. Vendor shall not make any publicity, advertisements, news release, public announcement, denial, or confirmation regarding any aspect of this Order, the goods, or the program to which they pertain without the University's prior written approval. Upon the University's request, or in any event, upon the completion, cancellation, or termination of this Order, Vendor shall return to the University all information or property delivered to Vendor or generated by Vendor pursuant to the performance of this Order which has been identified as confidential or proprietary.

6. In the event of default by Vendor in the performance of any obligation hereunder, including, but not limited to, time of delivery and/or completion, or in the event it becomes apparent that delivery or completion cannot be accomplished within the time specified, the University may, in addition to its other rights or remedies, cancel this Order without penalty and/or liability, except for goods previously received and accepted, charging Vendor for losses and damages sustained by reason of such delay or failure when not caused by an event of force majeure, as defined in paragraph 16 herein.

7. Time is of the essence in the performance of this Order and delivery of goods and services hereunder.

8. The University may cancel this Order for any nonconformity in any lot or installment delivered or services performed hereunder, including, without limitation, failure of Vendor to deliver the goods or perform services when due, delivery of defective or otherwise nonconforming goods, delivery of an insufficient quantity of goods, or deficient, defective, or incomplete performance of services.

9. Vendor shall promptly advise the University of any delay, or anticipated delay in delivery or performance and shall pay the University for any losses sustained or costs incurred by the University as a result of a late delivery.

10. The Texas Constitution prohibits obligations beyond the current appropriations, which the University applies annually. This Order may be canceled at any time without penalty if legislative and/or university funds are not appropriated for goods or services obligated on the Order beyond the current fiscal year (September 01 through August 31 of any given year).

11. Unless specified otherwise on the face hereof, this Order shall not be deemed separable as to the goods and services ordered herein.

12. Goods that are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the University. Any shipments that are sent C.O.D. without the University's written consent will not be accepted and will be made at Vendor's risk.

13. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Order, then the statutory dispute resolution process must be used by the Vendor to attempt to resolve all of its disputes arising under this Order.

14. Compliance with Law and the University's Rules: (a) Vendor is fully informed concerning and is in full compliance with its obligations, if any, under the following: (1) Equal Employment Opportunities provisions of the Civil Rights Act of 1964, as amended; (2) Executive Order 11701, as amended; (3) Executive Order 11246, as amended; (4) Rehabilitation Act of 1973, as implemented by 41 CFR 60-741, as amended; (5) Vietnam Era Veterans Readjustment Act of 1974 as implemented by 41 CFR 60-250, as amended; and (6) Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended. (b) If this Purchase Order requires the presence on the University's premises of Vendor's employees, agents, subcontractors or suppliers, Vendor shall cause such parties to comply with all applicable rules of the University, including without limitation those relative to environmental quality, safety, and fire protection.

15. Notwithstanding any provision of this Agreement, UNTS shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNTS in an electronic format.

16. The parties understand and agree that this Order may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to

HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this Order and to negotiate in good faith to execute any amendment to this Order that is required for the terms of this order to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by one party to the other, this Order may be terminated by either party upon written notice to the other party.

17. Neither party shall be liable for delay in the performance of its obligations and responsibilities under this Order due to causes beyond its control, such as, but not limited to, war, embargo, national emergency, insurrection or riots, acts of the public enemy, fire, flood, or other natural disaster, provided that said party has taken reasonable measures to notify the other, in writing, of the delay. Failure of subcontractors and the inability to obtain materials shall not be considered as an excusable delay. If due to such cause, Vendor should be unable to meet all of its delivery commitments for items ordered hereunder as they become due, Vendor shall not discriminate against the University or in favor of any other customer in making deliveries of such items. However, if the University believes that the delay or anticipated delay in Vendor's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operation, the University may, at its option and without liability to Vendor, cancel outstanding deliveries hereunder wholly or in part.

18. This Order and all of the rights and obligations of the parties hereto shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for any dispute arising out of or in connection with this Order is governed by Section 105.151 of the Texas Education Code.

19. Vendor agrees to indemnify and hold harmless the University, its Regents, employees, and agents from any claim, damage, liability, injury, expense or loss (including attorney's fees) arising out of Vendor's performance, direct or indirect, under this Order. Indemnification shall survive termination of this Order. In addition, Vendor warrants the material purchased hereunder does not infringe any letters patent granted by the United States and Vendor shall defend, indemnify and hold harmless the University, its Regents, employees and agents from and against all claims arising from infringement or alleged infringement of any patent, copyright, trademark or other intellectual property rights of a third party

arising out of, in connection with or resulting from this Order or the goods and/or services provided under this Order.

20. With respect to this Order and any goods and services provided hereunder, the Vendor is and shall be deemed to be an independent contractor and not an agent or employee of the University. Vendor shall not have the authority to make any statement, representation, or commitment of any kind, or take any action which shall be binding on the University.

20.1 Vendor agrees that all writings or other materials produced by Vendor, its employees or agents relating to the work under this Order shall be deemed "works made for hire" as that term is defined in the U.S. Copyright Act, that all rights thereto shall be owned by the University, and that Vendor shall not assert any claim thereto. In the event works are not considered "works made for hire" as that term is defined in the U.S. Copyright Act, the Vendor assigns any and all intellectual property rights, including but not limited to copyrights to any such works, and Vendor agrees to execute any necessary documentation to effect this assignment.

21. All goods shall be received subject to the University's right of inspection and rejection. Defective goods or goods not in accordance with the University's specifications will be held for Vendor's instruction at Vendor's risk and, if Vendor so directs, will be returned at Vendor's expense. If inspection discloses that part of the goods received are not in accordance with the University's specifications, the University shall have the right to cancel any unshipped portion of this Order. Payment for goods on this Order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that the University may have against Vendor.

22. If this Order requires the presence on the University's premises of Vendor's employees, agents, suppliers or permitted subcontractors (if any), Vendor agrees to maintain and to cause its agents, suppliers and permitted subcontractors (if any) to maintain the following insurance coverages for at least the specified limits:

- (a) Workers' Compensation: Statutory Limits;
- (b) Employer's Liability \$1,000,000 per accident and employee;
- (c) Commercial General Liability (including contractual liability): \$1,000,000 per occurrence, \$2,000,000 aggregate;
- (d) Product/Completed Ops: \$1,000,000 aggregate;
- (e) Auto Liability: \$1,000,000 combined single limit.

All policies (except Workers' Compensation) shall name the University as an Additional

Insured. All policies must be written on a primary basis; non-contributory with any other insurance coverage and/or self-insurance carried by the University. A Waiver of Subrogation Clause in favor of the University and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements shall be provided to the University prior to commencement of any services under this Order.

23. Payment of invoices shall not constitute acceptance of the product and/or services and shall be subject to adjustment for errors, shortages, defects in the product and/or services, or other failure of Vendor to meet the requirements of the Order.

24. Terms and conditions of any contract or agreement issued by the University's authorized representative(s) shall apply to the extent that they supplement the provisions of this Order. In the event there is a conflict between the documents constituting the agreements between the parties, the documents and provisions shall prevail in the following order:
(a) any contract or agreement issued by the University's authorized representative(s),
(b) exhibits of this Order, and
(c) the general terms and conditions of this Order.

25. Vendor represents that prices quoted to or paid by the University shall not exceed current prices charged to any other customer of Vendor for items that are the same or substantially similar to the articles, taking into account the quality of the articles, and Vendor will forthwith refund any amounts paid by the University in excess of such price.

26. At any time during the term of this Agreement and for a period of four (4) years thereafter, The State of Texas, The University of North Texas System, the University and/or other federal, state and local agencies which may have jurisdiction over this agreement, at reasonable times and at its expense reserves the Right to Audit Vendor's records and books that relate only to this Order. In the event such an audit by the University reveals any errors/overpayments by the University, Vendor shall refund the University the full amount of such overpayments within thirty (30) days of such audit findings, or the University, at its option, reserves the right to deduct such amounts owing the University from any payments due Vendor. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at Vendor's expense within two (2) weeks of written request.

27. Notwithstanding any prior inspection and irrespective of the F.O.B. point name herein, the Vendor shall bear all risks of loss, damage, or destruction on the products called

for hereunder until final acceptance by the University at destination. Further, the Vendor shall also bear the same risks with respect to any products rejected by the University provided, however, that, in either case, the University shall be responsible for any loss occasioned by the gross negligence of its employees acting within the scope of their employment.

28. Vendor agrees that the University shall have the right to set off against any amounts that may become payable by the University to Vendor under this Order or otherwise any amounts that Vendor may owe to the University, whether arising under this contract or otherwise.

29. The provisions of this Order are separate and divisible, and if any court shall determine any provision of this Order is void and/or unenforceable, the remaining provision or provisions shall remain.

30. The University is a tax exempt State of Texas Agency under Chapter 151, Texas Tax Code and an institution of higher education.

31. The University's failure to insist on Vendor's strict performance of the terms and conditions of this Order at any time shall not be construed as a waiver by the University for performance in the future.

32. All services performed, work accomplished and/or equipment provided by Vendor will comply with and will be performed in accordance with applicable sections of the NFPA Life Safety Code 101 as required by Title 28, Part 1, Chapter 34, Subchapter C, Rule 34.303 of the Texas Administrative Code, the current National Electrical Code, OSHA standards, current ANSI standards and applicable Texas State and Federal Statutes. Vendors providing a venue for a the University special event, a summer camp or other the University sponsored function shall provide proof of compliance with local fire codes applicable to the venue within one year preceding the scheduled event.

33. The Texas Hazard Communication Act (Chapter 502 Texas Health and Safety Code) requires chemical manufacturers and distributors to provide Material Safety Data Sheets (MSDS's) for hazardous materials sold. Products covered by this Act must either be accompanied by a Material Safety Data Sheet or if MSDS is sent separately, direct MSDS to the University safety office and reference the purchase order number, and such products must be labeled in compliance with the law. If the product is not covered under the Act, a statement of exemption must be provided. Designate the Order number on MSDS's.

34. In addition to all warranties established by law, Vendor hereby represents, covenants,

certifies, warrants and agrees that:

34.1 It will comply with all requirements of this Order.

34.2 If Vendor is a corporation or a limited liability company, it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

34.3 If Vendor is a corporation or a limited liability company, it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable, and that if this certification is false or inaccurate, at the University's option, this Order may be terminated and payment withheld.

34.4 In accordance with Section 2155.004, Texas Government Code, the individual or business entity named in this Purchase Order is not ineligible to receive the award of or payment under this Purchase Order and this Purchase Order may be terminated and payment withheld if this certification is inaccurate.

34.5 Pursuant to Section 403.055(h), Texas Government Code, any payments owing to Vendor under this Order may be applied to any debt or delinquent taxes that Contractor owes the State of Texas, until such debt or delinquent taxes are paid in full.

34.6 Under Section 231.006 of the Texas Family Code, a child support obligator who is more than 30 days delinquent in paying child support is ineligible to receive payment from state funds. Vendor certifies that Vendor is not a child support obligator who is more than 30 days delinquent in paying child support. Vendor acknowledges that this Order may be terminated and payment may be withheld if this certification is inaccurate.

34.7 Vendor hereby certifies that the network hardware or software, as applicable, procured or leased under this contract, has undergone independent certification testing for known and relevant vulnerabilities in accordance with §2059.060, Texas Government Code.

35. Notwithstanding any provision of this Order, any obligation of Vendor hereunder to provide hardware, software, deliverable data, other technical information or services, or access to the University's facilities to its employees, representatives, consultants or agents shall be subject to applicable Export Laws.

36. Nothing in this Order constitutes a license to use the name or marks of the University. Any use of the University name or marks requires the express written permission of the University.

37. Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76, 48 CFR part 9; 42 USC sect. 1320a-7). To the extent necessary to assure the accuracy of its certification, Vendor agrees to conduct searches of the List of Parties Excluded from Federal Procurement and Nonprocurement Programs maintained by the General Services Administration (<http://epls.arnet.gov/>) and the List of Excluded Individuals and Entities maintained by the Department of Health and Human Services (<http://oig.hhs.gov>) prior to making its certification. Vendor acknowledges that the certification is a material representation of fact upon which the University is relying in entering into this transaction. Vendor agrees to provide immediate written notice to the University if it learns at any time that its certification was erroneous when submitted or if, during the term of this Order, it, or any of its Principals, is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program. If subcontracting is permitted by this Order, Vendor agrees that it will include this clause, without modification, in all subcontracts and subprojects, and in all solicitations for subcontract and subproject proposals. Vendor agrees that debarment, suspension, proposed debarment or suspension, ineligibility or exclusion of Vendor, or any of its Principals or subcontractors, shall constitute cause for immediate termination of this Order by the University.

38. Federal Compliance Terms. (Applicable to Vendors paid with Federal funds). The terms in Attachment A, which is attached hereto and incorporated herein by reference, apply to the purchase of any goods and services by the University using Federal funds. If Vendor is not otherwise aware of whether the funds are Federal funds, then Vendor shall inquire of the University.

39. This Order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The Vendor shall comply with all applicable provisions of ARRA, which may

include, but are not limited to the provisions in Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

40. The foregoing terms and conditions shall survive acceptance of goods and software as well as performance of services hereunder and early termination of this Order.

41. The Vendor agrees to comply with the Deficit Reduction Act of 2005, which is required when an Entity receives \$5,000,000 in Medicaid revenue. The following apply to medical supplies, equipment and services provided by the Vendor:

- **The False Claims Act (FCA):** The federal False Claims Act (FCA) imposes civil penalties on individuals and companies who knowingly submit a false claim or statement to a federally funded program, or otherwise conspire to defraud the government, in order to receive payment. The term 'knowingly' is defined as a person, with respect to information; that has actual knowledge that a claim is false; who deliberately ignores facts which may reveal the truth or false information; or recklessly disregards the need to check the truth or accuracy of the information. The FCA extends to any payment requested of the federal government. More specifically, the FCA applies to billing and claims sent from UNT Health Science Center to any government payor including, but not limited to, Medicare and Medicaid. Under the FCA any individual or company that submits a false claim or statement to the government may be fined between \$5,500 and \$11,000 for each such claim submitted, regardless of the size of the false claim. The person or company may also be required to pay an additional fine of three times the value of any charges. The FCA also includes provisions intended to protect individuals who report suspected fraud. The FCA also protect individuals from being retaliated against, demoted, suspended, threatened, or harassed for making a report or other lawful acts to stop false claims. The FCA protects individuals who assist in an investigation, provide testimony, or participate in the government's handling of a false claim.

- **Qui Tam Lawsuit (Whistleblower):** The FCA provisions are generally enforced by the United States Department of Justice. Any person with knowledge of false claims to the government may initiate a formal complaint or 'qui tam' lawsuit on behalf of the government. The plaintiff must notify the United States Department of Justice of all information regarding the fraudulent activity. The Department of Justice may elect to prosecute, limit,

settle or dismiss the case. If the Department of Justice declines and does not otherwise limit or settle the case, the individual may still proceed with the case on his or her own, unless the allegation involves a state agency, but without the government's assistance, and at his or her own expense. A private legal action under the FCA must be brought within six years from the date that the false claim was submitted to the government.

- **The Federal Program Fraud Civil Remedies Act:** Persons or companies that commit fraud against the federal government, by false claim or statement, can be assessed administrative money penalties in addition to the penalties of the FCA according to a law called the **Program Fraud Civil Remedies Act (PFCRA)**. Specifically, PFCRA

penalties of \$5,500 per false claim or statement apply if a person or company submits a claim to the Federal government that: the person or company knows or has reason to know is false, fictitious, or fraudulent; includes or is supported by written statements that asserts or omits a material fact, which causes the statements to be false, fictitious, or fraudulent, and for a material fact that is omitted, the person submitting the statement has a duty to include the omitted fact; or is for payment of property or services that are not provided as claimed. The \$5,500 penalty also applies if a person or company provides written back-up or materials relating to the claim in which the person or company asserts a material fact that is false, fictitious or fraudulent; or omits a fact that the individual had a duty to include, the omission causes the statement to be false, fictitious, or fraudulent, and the statement contains a certification of accuracy.

- **Texas State Law:** Texas Medicaid Fraud Prevention Law (FPL). The FPL is substantially similar to the federal False Claims Act. The actions that trigger civil and criminal penalties under the Texas FPL generally mirror those of the federal FCA, and include making a false statement of concealing information that affects the right to a Medicaid benefit or payment and conspiring to defraud the state by obtaining an unauthorized payment from the Medicaid program or its fiscal agent. In addition, under the FPL, a person may also be liable if he presents a claim for payment under the Medicaid program for a product or service that was rendered by an unlicensed provider or that has not been approved by the patient's treating healthcare practitioner.

Like the federal FCA, the FPL has a provision that permits private

individuals ("whistleblowers") to bring an action on behalf of the state and receive a portion of the recovery if the case is successful. The private individual's share could be reduced or eliminated altogether, however, if the individual planned and initiated the activity upon which the lawsuit was based or if the individual is convicted of criminal conduct arising from his role in the illegal activity. Like the FCA, the FPL includes provisions to prevent employers from retaliating against employees for their involvement in FPL actions.

State Law Prohibiting Payment for Referrals - Under the Texas law, it is a state jail felony to intentionally or knowingly solicit, receive, offer, or pay any remuneration, including any kickback, bribe, or rebate, in return for: (i) referring an individual for, or arranging for the furnishing of any item or service for which payment may be made under the Medicaid program; or (ii) purchasing, leasing, ordering, or arranging for or recommending the purchasing, leasing, or ordering of any good, facility, service, or item for which payment may be made under the Medicaid program.

- **UNT Health Science Center (UNTHSC) Policies:**
 - Institutional Compliance: UNTHSC departments/entities shall not perform or act or ask any employee to perform any act that is in any way contradictory to federal or state law, or any policy of the center which adversely affects the ability of the center to achieve objectives and conduct operations in furtherance of its mission.
 - Non-Retaliation Policy: Faculty, staff, students and vendors who report compliance failures in good faith shall be protected from retaliation. Retaliation against any Faculty, staff, students or vendors for making a good faith report of potential UNTHS related legal or policy violation is prohibited and will not be tolerated. UNTHSC will review complaints of retaliation and any attempted or actual retaliatory action and the violator may be subject to disciplinary action up to and including termination.
 - UNTHSC provides the following policy to all contractors: "False Claim Liability, Anti-Retaliation Protections and Detecting and Responding to Fraud, Waste and Abuse for Agents and Contractors"
 - UNTHSC hotline for reporting is: 1-877-606-9187 or www.reportonlineweb/UNTHSC.

Attachment A

I. Federal Grant Provisions.

The Vendor agrees to comply with all applicable federal, state and local laws and regulations. If this Order utilizes federal grant funds, the provisions of OMB Circular A-110 Appendix A, as well as any additional statutory and administrative requirements apply according to their terms. These requirements may include, but are not limited to the following:

- (a) Equal Employment Opportunity-E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375 and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (b) Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations at 29 CFR part 3.
- (c) Davis-Bacon Act, as amended by (40 U.S.C. 276a to a-7).
- (d) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations at 29 CFR part 5.
- (e) Rights to Inventions Made Under a Contract or Agreement- 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.
- (f) Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.
- (g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

II. Federal Subcontract Provisions

If this Order is a subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and conditions of this Section and any other provision of this Order, the terms and conditions of this Section shall prevail. The term "FAR" means the **Federal Acquisition Regulations**, including revision in effect on the date of this order. The term "DFAR" means the **Department of Defense Supplement to the Federal Acquisition Regulations**, including revision in effect on the date of this order. The terms "Contractor," "Government," and "Contracting Officer" as used in these clauses incorporated by this reference shall be deemed to refer to the "Vendor," "UNTHSC," and "UNTHSC", respectively. Any reference to a "Disputes" clause in any of the clauses listed below shall be deemed to refer to the "Disputes" clause contained in the Prime Contract. In no event shall such reference to a "Disputes" clause be construed to allow the Vendor, without the concurrence or approval of UNTHSC, to prosecute and appeal either directly or in the name of UNTHSC to the Contracting Officer for such Prime Contract.

The following provisions apply regardless of the amount of this order:

- 1. Prohibition of Segregated Facilities
FAR 52.222-21
- 2. Previous Contracts & Compliance Reports
FAR 52.222-22
- 3. Hazardous Material Identification and Material Safety Data (when applicable)
FAR 52.223-3
- 4. Restrictions on Certain Foreign Purchases
FAR 52.225-13
- 5. Restrictive Markings on Technical Data (when applicable)
DFAR 52.227-7013

The following provisions apply if the amount of this order exceeds \$10,000.00:

- 1. Walsh-Healey Public Contracts Act
FAR 52.222-20
- 2. Equal Opportunity
FAR 52.222-26
- 3. Affirmative Action for Workers with Disabilities
FAR 52.222-36

The following provisions apply if the amount of this order exceeds \$25,000.00:

1. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
FAR 52.209-5 obtained prior to award
2. Affirmative Action for Special Disabled and Vietnam Era Veterans
FAR 52.222-35
3. Employment Reports on Disabled Veterans and Veterans of the Vietnam Era
FAR 52.222-37
4. Clean Air and Water
FAR 52.223-2

The following provisions apply if the amount of this order exceeds \$100,000.00:

1. Anti-Kickback Procedures
FAR 52.203-7
2. Limitations on Payments to Influence Certain Federal Transactions
FAR 52.203-12
3. Audit and Records - Negotiation (if order was entered into by negotiation)
FAR 52.215-2
4. Utilization of Small Business Concerns
FAR 52.219-8
5. Drug-Free Workplace
FAR 52.223-6
6. Toxic Chemical Release Reporting
FAR 52.223-14
7. Authorization and Consent
FAR 52.227-1
8. Notice and Assistance Regarding Patent and Copyright Infringement
FAR 52.227-2
9. Responsibility for Supplies
FAR 52.246-16

The following provision applies if the amount of this order exceeds \$500,000.00:

Small Business Subcontracting Plan (does not apply to small business concerns)
FAR 52.219-9

The following provision applies if the amount of this order exceeds \$550,000.00:

Price Reduction for Defective Cost or Pricing Data (if order was entered into by negotiation, when applicable)
FAR 52.215-12, FAR 52.215-13