

SUPPLEMENTAL PURCHASE ORDER CONDITIONS

VENDOR'S RIGHTS TO PAYMENT

All vendors providing goods and services to the University shall submit invoices to the University in order to receive payment. The University shall issue the Vendor's payment within 30 days after receipt of an acceptable invoice, receipt, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. If payment is not made within said 30 days, a separate interest penalty (established pursuant to Section 55.03 (1), Florida Statutes) on the unpaid balance will be paid upon Vendor's written request to University providing said request is received by University no later than 30 days from the date shown on the University's check. Interest of less than one (1) dollar will not be enforced.

Vendor is required to submit invoices in sufficient detail to allow for a proper pre-audit and post audit.

The University's vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at 813-974-2481. Written inquiries and requests for interest penalty payments can be addressed to: USF Accounts Payables, 4202 E. Fowler Avenue ADM 147, Tampa, FL. 33620.

EXPORT CONTROL

Vendor agrees to comply with all U.S. export control laws and regulations including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, and all embargoes and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC). The University will only take receipt of export-controlled material, items, articles, information, technical data or source code by specific agreement with the Vendor. Vendor agrees, prior to providing or disclosing any material, item, article, information, technical data or source code that is subject to export controls under federal law, to notify the University in writing that the material is export-controlled and identify the controls that apply, such as ECCN or US Munitions List category. Notification of intended release can be made to exportcontrol@usf.edu. The University reserves the right to decline receipt of controlled items or related technical data. The Vendor agrees to abide by any specific instructions for delivering controlled items to the University as instructed by University prior to

Delivery. The Vendor agrees that if it fails to notify the University that it is providing ITAR-controlled items, technical data or services, it shall defend, indemnify, and hold harmless the University from any liability for penalties, fines, legal costs (including cost to defend against criminal prosecution and costs to appeal administrative rulings, if any), or other fees or costs of any kind imposed against University for any violation of export controls regarding the provided items, data or services.

OCCUPATIONAL HEALTH AND SAFETY (TOXIC SUBSTANCES)

Vendor is responsible for and hereby agrees to comply with the Occupational Safety and Health Act (OSHA) and related or similar federal, state or local regulations.

CONFLICT OF INTEREST

This purchase is subject to the provisions of Chapter 112, Florida Statutes. Vendors must disclose the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. Vendors must also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

PUBLIC RECORDS. CANCELLATION.

Vendor may be considered a contractor of a public agency as defined in § 119.0701(1)(b), and may be required by law to keep and maintain public records related to its services; provide copies of, or allow inspection of, such public records to the University upon request; and ensure that exempt or confidential and exempt records are not disclosed except as authorized by law. Upon completion of the Agreement or performance of the services, Vendor may transfer all public records related to the services to University, at no cost to University, or may keep such public records in accordance with the applicable state record retention requirements. If Vendor chooses

to transfer such records to University, Vendor shall destroy any duplicate records in its possession that are exempt or confidential and exempt from disclosure.

UNIVERSITY CANNOT PROVIDE LEGAL ADVICE TO VENDOR REGARDING ITS LEGAL DUTIES. HOWEVER, VENDOR MAY CONTACT UNIVERSITY'S CUSTODIAN OF PUBLIC RECORDS AT USFPURCHASING@USF.EDU OR 813-974-2481 IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE VENDOR'S DUTY TO PROVIDE AND MAINTAIN PUBLIC RECORDS RELATING TO THIS AGREEMENT.

University may unilaterally cancel the purchase order and/or any agreement for Vendor's refusal to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with the agreement, unless the records are exempt from s.24(a) of Article I of the State Constitution and s.119.07.

LOBBYING

The expenditure of funds from Grants and Aids appropriations, for the purpose of lobbying the Legislature or a State Agency, is prohibited. This condition is applicable to Florida State appropriated Grants and Aids.

AFFIRMATIVE ACTION

As a condition of this purchase, the Vendor agrees to comply with: Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) which are incorporated herein by reference.

TRAVEL

Reimbursable travel expenses must be incurred in compliance with Florida Statute Chapter 112, if applicable.

INDEMNIFICATION. LIMITATION OF LIABILITY.

University does not agree to be sued other than as provided by Florida law. Any indemnity obligations of University shall not exceed the scope, provisions, and limits set forth in § 768.28, Florida Statutes. University's total aggregate liability shall not exceed the limits of its self-insurance coverage provided by Florida law.

RENEWAL

Renewal terms, if applicable.

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