

University of Colorado Purchase Order Terms and Conditions

1. Offer/Acceptance. This Purchase Order, together with (a) these terms and conditions, (b) if applicable, Addendum 1: Additional Terms and Conditions for Information Technology, below, and (c) any other attachments, exhibits, specifications, appendices, written offers, written agreements signed by both parties, and/or any other documents attached to or incorporated by reference therein or herein, issued by the Procurement Service Center for and on behalf of The Regents of the University of Colorado, a body corporate (University), to a supplier (Supplier) for the furnishing equipment, materials, or supplies (Goods) and/or services (Services) to University (collectively, PO) shall represent the entire and exclusive agreement (Agreement) between the University and Supplier. If this PO is issued in response to Supplier's offer or proposal, this PO is an ACCEPTANCE of Supplier's OFFER TO SELL in accordance with the terms and conditions of this PO. If an offer or proposal is not referenced, this PO is an OFFER TO BUY, subject to Supplier's acceptance, demonstrated by Supplier's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order accepting the counter-offer is issued in accordance with §4 accepting such a counter-offer. The University shall not be responsible or liable for Goods or Services, nor payment therefor, delivered or performed prior to issuance of this PO.
2. Entire Agreement; Order of Precedence. The Agreement is governed entirely by the terms and conditions herein. Terms and conditions which may be set forth (front, reverse, attached or incorporated) in any invoice or purchase order issued by Supplier in connection with the Agreement shall not apply unless parties agree in a separate writing to be bound by such separate additional terms and conditions, except for informational billing purposes, i.e., reference to purchase order number, address for submission of invoices, or other invoicing items of a similar informational nature. In the event of any conflict or inconsistency among the following documents, the documents will control in the following order: (a) Order Forms and related Change Orders issued in connection with the Goods and/or Services, (b) Statements of Work, as amended from time to time, and (c) this PO, as amended from time to time. In the event this PO is issued in connection with a competitive solicitation (Solicitation) awarded to Supplier following University's review of Supplier's response (Response), Supplier and the University agree to incorporate Solicitation requirements and Supplier's Response into the Agreement and/or this PO. In the event of any conflict or inconsistency among the following documents in connection with a Solicitation, the documents will control in the following order: (a) Order Forms and related Change Orders issued in connection with the Goods and/or Services, (b) Statements of Work, as amended from time to time, (c) this PO, as may be amended from time to time, (d) the Solicitation including any attachments or addenda, (e) Supplier's Response to Solicitation including any attachments and addenda.
3. Safety Information. All chemicals, equipment, and materials proposed or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Supplier shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment, or hazardous materials at the time of delivery.
4. Changes. Supplier shall furnish Goods or Services in strict accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by an authorized signatory of the University and accepted by Supplier. If this PO is for Goods only, and Supplier has not delivered the Goods prior to the expiration of this PO, but Supplier delivers all of the Goods to the University only after expiration of this PO, then University, in its sole discretion, may accept the Goods under this PO by extending this PO and delivering the modification to Supplier; however, regardless of anything to the contrary, if the University does not extend this PO for any reason, then the Goods delivered after expiration of this PO shall be deemed rejected, Supplier shall arrange the return of all delivered Goods at Supplier's sole expense, and the University shall have no liability for any such Goods or any payment therefor.
5. Delivery. Unless otherwise specified in this PO, delivery shall be FOB destination, freight prepaid and allowed. The University is relying on the promised delivery date and any installation or service performance set forth in this PO as material and basic to the University's acceptance. If Supplier fails to deliver or perform as and when promised, the University, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made at Seller's expense, and charge Supplier with any loss or expense sustained by the University as a result of such failure to deliver or perform as promised. Time is of the essence to matters contemplated by the Agreement.

For International Shipments: Unless otherwise specified in this PO, international orders shall be Delivered at Place Unloaded (DPU).

Title and Risk of Loss. The title and risk of loss of the Goods will not pass to the University until they are delivered, received, and the contract of coverage has been completed. All risk of transportation and all related charges will be the responsibility of Supplier. Supplier will insure and file all claims for visible and concealed damage. The University will notify Supplier promptly of any damaged Goods and will assist Supplier in arranging for inspection. Notice of rejection may be made to Supplier at any time within one (1) month after delivery to University.

6. Warranties. In addition to all provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 (UCC) related to implied or express warranties for goods, Supplier warrants to the University that: 1) the Goods and/or Services will be free from any defects in design, workmanship, materials, or labor; 2) all of the Services will be performed in a professional and workmanlike manner and in conformity with highest and best industry standards by persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; 3) Supplier will comply, and will be responsible for ensuring Supplier Parties, as defined below, comply with all applicable laws, rules, and regulations, including the Colorado Uniform Commercial Code, CRS Title 4 (UCC) and the University policies, in the performance of the Agreement; 4) Supplier owns or has sufficient rights in the Goods and/or Services that they do not infringe upon or violate any Intellectual Property, as defined below, of any third parties, and are free and clear of any liens or encumbrances; 5) the prices of Goods and/or Services in the Agreement are the lowest prices at which these or similar goods or services are sold by Supplier to similar customers in similar quantities and that in the event of any price reduction between execution of the Agreement and delivery of the Goods and/or Services, the University shall be entitled to such reduction; and 6) all Goods and/or Services delivered by Supplier will conform to the specifications, drawings, and descriptions set forth in the Agreement, and to any samples furnished by Supplier. In the event of a conflict among the specifications, drawings, samples, and description, the specifications will govern.
7. Export Control. Supplier shall not disclose to the University any information nor provide the University with any software, material or products that are export-controlled under the International Traffic in Arms Regulations (collectively "Material"). Additionally, upon request from University, Supplier shall promptly inform the University (via quote, invoice or agreement addenda) which category, if any, of the Commerce Control List (including any and all relevant subsections) apply to any Material provided hereunder, providing further notification to: For UC Boulder – Director Office of Export Controls exportcontrolhelp@colorado.edu For UCCS – Office of Sponsored Programs and Research Integrity exportcontrol@uccs.edu For CU Denver and Anschutz – Office of Regulatory Compliance reg.compliance@ucdenver.edu. Both parties agree to comply with all laws, regulations, orders and other restrictions of the US export regulations applicable to such Material.
8. Inspection and Acceptance. University's final acceptance of Goods and/or Services is contingent upon completion of all applicable inspection procedures. All Goods

delivered shall be newly manufactured and the current model, unless otherwise specified. The University shall have the right to inspect Goods and/or Services provided under this PO at all reasonable times and places both prior to and during a reasonable amount of time after delivery. The University shall be the sole judge in determining "equals" with regard to conformance with the specifications outlined in the Agreement and in this PO for quality, price, and performance. If any of the Goods and/or services are incomplete, defective, not in compliance with the specifications or other requirements of the Agreement or otherwise do not conform to this PO, University, at its sole discretion, may require Supplier to either (a) replace the Goods specified by the University or (b) perform the Services again, without additional payment from University. When defects in the quality or quantity of Goods and/or services cannot be corrected by replacement or re-performance, the University may (c) require Supplier to take necessary action to ensure that future performance conforms to this PO and (d) equitably reduce the payment due Supplier to reflect the reduced value of the Goods and/or services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.

9. Travel Expenses. The University shall only reimburse supplier for actual pre-approved travel expenses. Reimbursable travel expenses shall be limited to the following: actual mileage (calculated using the State of Colorado rate applicable at the time of travel found here: <https://www.colorado.gov/pacific/osc/mileage-reimbursement-rate-history>), coach airfare (with discounted advance bookings made whenever possible), reasonably priced hotel/motel accommodations, economy class car rentals and eligible meals and incidental expenses. Eligible meal expenses shall include tips and incidental expenses shall include expenses for personal telephone calls and tips for bellhops, porters and maids. Expenses for meals and incidentals shall be determined by destination and shall be made at a rate not to exceed per diem amounts found at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
10. Taxes. The University of Colorado, as a public institution of higher education of the State of Colorado, is exempt by law from all federal excise taxes and from all Colorado State and local government sales and use taxes when purchasing goods or services in the conduct of official University business (IRS 48.4221-5 and C.R.S. 39-26-704). If this purchase is for Goods and/or Services (for the exclusive use of University) from either an in-state or out-of-state supplier, and the shipping destination is Colorado, this purchase should be tax exempt with no sales tax applied. The University shall not be liable for the payment of any taxes imposed on Supplier including, without limitation, excise, sales, or use taxes. The University tax exemption certificates are available at <https://www.cu.edu/psc/tax-exempt-status-0>. Supplier will comply, and require all or any of its owners, officers, directors, members, managers, agents, employees, contractors or subcontractors at all tiers (collectively, Supplier Parties) to comply, with all applicable state and sales excise tax laws and compensation use tax laws and all amendments to same. Supplier will indemnify, defend, and hold harmless University, for, from, and against any and all claims and demands made against it by virtue of the failure of Supplier or any Supplier Party to comply with the provisions of any or all tax laws and amendments.
11. Invoice. Each invoice shall include: (i) the purchase order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.
12. Payment. The University shall not pay Supplier any amount for performance under this PO in excess of the document total set forth on the Purchase Order document. The University shall pay Supplier for all amounts due within 45 days after the University's receipt of goods or services and acceptance of a correct invoice of amount due. Amounts not paid by the University within 45 days of the University's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the University's obligation to pay all or a portion of the amount due. Supplier shall invoice the University separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The University may benefit from any early payment discount offered by Supplier by making payment within the timeframes required by Supplier to be eligible for such discount. If Supplier offers an early payment discount, then the discount shall be shown on Supplier's invoices to the University, and if the University makes payment on the invoice within the timeframe for the discount, Supplier shall either (a) accept the payment amount less the appropriate discount or (b) refund the discount back to the University. Except as specifically agreed in this PO, Supplier shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this PO.
13. Subcontracts. Unless otherwise specified in this PO, Supplier shall not enter into any subcontract in connection with its obligations under this PO without the prior, written approval of University. Supplier shall submit to The University a copy of each such subcontract upon request by University. All subcontracts entered into by Supplier in connection with this PO shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this PO.
14. Severability. The invalidity or unenforceability of any provision of this PO shall not affect the validity or enforceability of any other provision of this PO, which shall remain in full force and effect, provided, that the parties can continue to perform their obligations in accordance with the intent of this PO.
15. Survival of Certain PO Terms. Any provision of this PO that imposes an obligation on a party after termination or expiration of this PO shall survive the termination or expiration of this PO and shall be enforceable by the other party.
16. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this PO does not and is not intended to confer any rights or remedies upon any person or entity other than the parties. Enforcement of this PO and all rights and obligations hereunder is reserved solely to the parties.

Any services or benefits which third parties receive as a result of this PO are incidental to this PO, and do not create any rights for such third parties.
17. Waiver. A party's failure or delay in exercising any right, power, or privilege under this PO, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
18. Intellectual Property Definitions. As used in this PO, "Intellectual Property" means any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. As used in this Section 18, "Deliverables" means all products, prototypes, samples, hardware, equipment, or other tangible materials required to be delivered or actually delivered to The University under the PO.

Intellectual Property Ownership. The University will own all Deliverables and all Intellectual Property that Supplier and Supplier Parties make, conceive, discover, develop or create, either solely or jointly with the University or any other person(s) under this PO (Foreground IP). To the extent any Foreground IP is not considered a work made

for hire for University, Supplier and Supplier Parties hereby irrevocably assign to the University all right, title and interest in and to all Foreground IP. Supplier and Supplier Parties will make full and prompt disclosure of Foreground IP to University. Supplier and Supplier Parties agree to promptly execute any additional documents or forms that the University may reasonably require in order to effectuate assignment of Foreground IP to University.

Supplier's Intellectual Property. Supplier and Supplier Parties will retain ownership of their pre-existing Intellectual Property and any Intellectual Property that it creates or acquires outside the scope of this PO (Supplier Background IP). If Supplier incorporates Supplier Background IP into the Deliverables or if Supplier Background IP is necessary to practice the Deliverables or the Foreground IP, Supplier hereby grant to the University a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense), to use, reproduce, prepare derivative works, distribute, display, perform, sell, offer for sale, make, have made any such Supplier Background IP in connection with the Deliverables and Foreground IP.

Third Party Intellectual Property. Supplier and Supplier Parties shall obtain for The University a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense), to use, reproduce, prepare derivative works, distribute, display, perform, sell, offer for sale, make, have made any Intellectual Property owned by a third party that is incorporated into the Deliverables or that is required for The University to practice the Deliverables or Foreground IP.

Use of University Intellectual Property: If the University provides Supplier with any Intellectual Property ("University IP") to Supplier for performance of the PO. Supplier shall only use University IP as needed to perform the PO and for no other purpose. Supplier may not license or transfer University IP without University's written permission. Supplier shall cease using University IP upon termination of the PO.

19. Indemnification. [Not Applicable to Colorado Inter-Governmental POs] Any obligations beyond these terms and conditions requiring the University to indemnify, limit liability, release or hold harmless are void. Supplier shall indemnify, save, and hold harmless University, its employees, agents and assignees (Indemnified Parties), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Supplier, or its employees, agents, subcontractors, or assignees in connection with this PO. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to (a) any claim that the Deliverables, Foreground IP, or Supplier Background IP infringes a patent, copyright, trademark, trade secret, or any other intellectual property right, (b) any claim for loss or improper disclosure of any confidential information or personally identifiable information, (c) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by the negligent or willful acts or omissions of Supplier or any Supplier Party or (d) any claim related to Intellectual Property owned by a third party that is incorporated into the Deliverables or for which Supplier has obtained a license for the University to practice the Deliverables or Foreground IP.
20. Responsibility. Each party is responsible for the negligent or willful acts or omissions of its employees and contractors when acting under such party's direction and supervision. Notwithstanding anything in the Agreement to the contrary, the parties hereto understand and agree that liability for claims and injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended (CGIA). Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the University and the State to the above cited laws. It is specifically understood and agreed that nothing contained in the Agreement shall be construed as an express or implied waiver by the University of its governmental immunity or of the governmental immunity of the State of Colorado, as an express or implied acceptance by the University of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under CGIA, as a pledge of the full faith and credit of the State of Colorado, as an assumption by the University of a debt, contract or liability of Supplier in violation of Article XI, Section 1 of the Constitution of Colorado, or as a waiver of University's immunity under the Eleventh Amendment to the United States Constitution. Notwithstanding the terms of the Agreement or any other document: (i) other than for employees and contractors acting under CU's direction and supervision, CU is not responsible for any actions of any third parties, including its students; and (ii) no person may bind CU unless they are an authorized signatory.
21. Notice. All notices given under this PO shall be in writing and shall be delivered to the contacts for each party listed on the PO. Either party may change its contact or contact information by notice submitted in writing to the other party a formal modification to this PO may be required.
22. Insurance. Supplier shall obtain, and maintain, at all times during the term of this PO, insurance as specified in the following [Standard Insurance Requirements](#) . By requiring such [minimum insurance](#), the University shall not be deemed or construed to have assessed the risk that may apply under this contract. The Vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages.
23. CU Self Insured. The University shall not provide Contractor with insurance nor name Contractor as an additional insured on any policy. The University is self-insured pursuant to C.R.S. § 24 30 1501, et seq., under the Risk Management program of the State of Colorado.
24. Termination Prior to Supplier Acceptance. If Supplier has not begun performance under this PO, The University may cancel this PO by providing written notice to Supplier.
25. Term and Termination.
 - a. The Term of the Agreement is as stated in the Agreement. If the Agreement is silent as to the Term, the Term will extend from the date of acceptance of the Agreement by Supplier to the earlier of: (i) the final delivery, acceptance, and payment of the Goods and/or Services, or (ii) five (5) years after the date of acceptance of the Agreement by Supplier. Following the Term, the Agreement may be extended by mutual written agreement.
 - b. The University may terminate the Agreement, in whole or in part, with or without cause, upon 30 days written notice to Supplier. Subject to the provision of any Transition Services (as defined below), upon termination, Supplier will refund to the University all prepaid amounts for Goods and/or Services not delivered or performed. If the Agreement is terminated pursuant to this section, subject to the provision of any Transition Services, the University will pay Supplier, as full compensation under the Agreement: (i) the portion of Goods and/or Services delivered or performed and accepted prior to the effective date of termination based on the unit prices in the Agreement, or, if no unit prices are provided, the pro rata amount of the total order price based on the amount delivered or performed; and (ii) a reasonable amount, not otherwise recoverable from other sources by Supplier, and as approved by University, with respect to the undelivered, unperformed, or unacceptable portion of the Goods and/or Services. In no event will compensation paid previously under the Agreement together with compensation paid under this section exceed the total PO or Agreement price.
 - c. The University may terminate the Agreement, in whole or in part, if Supplier defaults on any of its obligations in the Agreement and fails to cure such default within

- 30 days after receiving notice of default from University. In the event of such a default, the University may procure the Goods and/or Services from other sources and Supplier will be liable to the University for any excess costs the University incurs in connection with any such procurement.
- d. The University may terminate the Agreement at any time if Supplier files a petition in bankruptcy or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Supplier and not discharged within 30 days; or if Supplier becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Supplier or its business.
- e. Transition Services. Upon termination of the Agreement or termination of any Services (regardless of the reason for termination), the parties will work in good faith to transition the terminated Services to the University or its designees, with minimum interruption to University's business. At University's option, Supplier will continue to provide Services and will provide transition support at rates consistent with the terms of the Agreement for a period of no longer than 180 days following the termination date (the Transition Period). Supplier will provide the post-termination Services (the Transition Services) at least at the same levels of quality and timeliness of performance as Services were provided prior to termination, in a professional manner, with high quality, and in accordance with industry standards. The parties may, by written agreement, modify the Transition Services to be provided and the length of the Transition Period.
26. Termination in Public Interest. The University is entering into this PO for the purpose of carrying out the public interest of University. If this PO ceases to further the public interest of The University as determined by University, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of University's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by §25. A determination that this PO should be terminated in the public interest shall not be equivalent to a University right to terminate for convenience. The University shall give written notice of termination to Supplier specifying the part of this PO terminated and when termination becomes effective. Upon receipt of notice of termination, Supplier shall not incur further obligations except as necessary to mitigate costs of performance. For Services or specially-manufactured Goods, The University shall pay (a) reasonable settlement expenses, (b) this PO price or rate for Goods and/or Services delivered and accepted, (c) reasonable costs of performance on unaccepted Goods and/or Services, and (d) a reasonable profit for the unaccepted work. For existing Goods, The University shall pay (e) reasonable settlement expenses, (f) the PO price for Goods delivered and accepted, (g) reasonable costs incurred in preparation for delivery of the undelivered Goods, and (h) a reasonable profit for the preparatory work. University's termination liability under this section shall not exceed the total PO price. As a condition for payment under this section, Supplier shall submit a termination proposal, reasonable supporting documentation, and cost and pricing data as requested by University.
27. Background Checks. Supplier will exclude from any direct participation in Supplier's performance under the Agreement, any unqualified persons. In addition, at the request of University, Supplier will, at Supplier's expense, conduct reference checks and employment, education, SSN trace, National Sex Offender Registry, and criminal history record checks (collectively, Screenings) on requested persons employed or contracted by Supplier to perform work under the Agreement. Supplier will maintain as part of the records Supplier is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Supplier will abide by all applicable laws, rules and regulations including the Fair Credit Reporting Act and any equal opportunity laws, rules, and regulations.
28. Americans with Disabilities Act and Rehabilitation Act. Supplier will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all applicable federal regulations, as amended from time to time (ADA Laws). All electronic and information technology and products and services to be used by The University faculty/staff, students, program participants, or other The University constituencies must be compliant with ADA Laws. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.
29. Assignment. Supplier's rights and obligations under this PO shall not be transferred or assigned without the prior, written consent of The University and execution of a new PO. Any attempt at assignment or transfer without such consent and new PO shall be void. Any new PO approved by The University shall be subject to the same terms and conditions as those set forth in this PO.
30. Colorado Open Records Act. The University is a public institution, and, as such, is subject to the Colorado Open Records Act, C.R.S. §§ 24-72- 101 et seq. ("CORA"). The University's obligations under CORA supersede its obligations under this Agreement. In particular, the Agreement itself, including price terms, may be disclosed under CORA.
31. Parking. Supplier will obtain all parking permits and/or decals required while performing any work on the University premises. If needed, Supplier should contact ordering department for campus parking information.
32. Packaging. Supplier will package the Goods in accordance with good commercial practice. Each shipping container will be clearly and permanently marked as follows: (i) Supplier's name and address; (ii) University's name, address, and purchase order number; (iii) container number and total number of containers, e.g., box 1 of 4 boxes; and (iv) the number of the container bearing the packing slip. Supplier will bear cost of packaging unless otherwise provided in the Agreement or in a writing signed by an authorized signatory of University.
33. Liens. All goods and/or services delivered and performed under the Agreement will be free of all liens and, if the requests, Supplier will deliver to the University a formal release of all liens.
34. Price Adjustment. The University normally considers price changes at the end of one contract period and the beginning of another. Price change requests will be supported by evidence of increased costs to Supplier. The University will not approve price increases that will merely increase gross profitability of Supplier at the expense of University. Price change requests will be a factor in any extension review process. The University will determine whether any requested price increase or an alternate option is in the best interest of University. Any price adjustment will require an updated PO.
35. Campus Deliveries. Supplier will familiarize itself with the University parking, campus delivery options, and loading zones. Not all campus buildings are directly accessible, and some require Supplier to unload at lots or loading areas that may not be adjacent to the delivery or work location. As a result, Supplier must then transport Goods by using carts, dolly, or other manual device across pedestrian walkways. Many campuses include features and pedestrian malls that may have limited access for Supplier vehicle and carts.
36. Essence of Time. Time will be of the essence as to matters contemplated by the purchase order.

37. Advertising, Publicity, Names and Marks. Supplier will not do any of the following, without, in each case, University's prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of the University (the University Marks), including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding the Agreement; or (iii) represent or imply any the University endorsement or support of Supplier or any Supplier product or service in any public or private communication. Any permitted use of the University Marks must comply with CU's policies, requirements and branding standards, as provided on this [website](#) including using the ® indication of a registered mark. Additional trademark language and specific rendering guidelines for use of The University Marks will require additional negotiation.
38. Funds Availability. Financial obligations of The University payable after University's current fiscal year are contingent upon funds for that purpose being budgeted, and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. The University represents that it has set aside sufficient funds to make payment for Goods delivered in a single installment or services performed within University's current fiscal year, in accordance with the terms of this PO.
39. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of University, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and University's risk management statutes, CRS §§24-30-1501, et seq., as applicable now or hereafter amended. No term or condition of this PO shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.
40. Independent Contractor. Supplier shall perform its duties under this PO as an independent contractor and not as an employee. Neither Supplier nor any agent or employee of Supplier shall be deemed to be an agent or employee of University. Supplier shall not have authorization, express or implied, to bind the University to any agreement, liability or understanding, except as expressly set forth herein. Supplier and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the University and the University shall not pay for or otherwise provide such coverage for Supplier or any of its agents or employees. Supplier shall pay when due all applicable employment taxes, income taxes and local head taxes incurred pursuant to this PO. Supplier shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by University, and (c) be solely responsible for its acts and those of its employees and agents.
41. Compliance with Law. Supplier shall comply with all applicable federal/state/University policies, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. If supplier is providing any kind of human fetal tissue, supplier attests that such tissue is not being sold to the University for a profit and that supplier complies with all state and federal laws, including C.R.S. § 25-2-111.5, Colo. Const. art. V, § 50, 42 U.S.C. § 289g-1, and 42 U.S.C. § 289g-2.
42. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental POs] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this PO. The UCC shall govern this PO in the case of goods unless otherwise agreed in this PO. Any provision included or incorporated herein by reference, which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this PO shall be filed and proceedings held in, and the exclusive venue shall be in, the state and federal courts located in the City and County of Denver. Each party consents to such jurisdiction and waives any objection it may now or hereafter have to venue or to convenience of forum. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Supplier shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against University.
43. Binding Arbitration Prohibited. The University of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
44. Employee Financial Interest/Conflict of Interest. CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of University has any personal or beneficial interest whatsoever in the Service or Good described in this PO. Supplier has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Supplier's Services and Supplier shall not employ any person having such known interests.
45. Federal Funding Provisions. If the Agreement involves the use of United States federal funds, including from a government grant or funds from a subcontract at any tier relating to a federal government grant, the following terms apply to the Agreement:
- a. Byrd Anti-Lobbying Amendment. If the Agreement is for \$100,000 or more, Supplier will file the certifications required by 31 U.S.C 1352 and associated regulations. Each tier certifies to the tier above that it will not or has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31U.S.C. 1352. Each tier will also disclose any lobbying with non-federal funds that takes place in connection with obtaining a federal award. Such disclosures are forwarded from tier to tier up to University.
 - b. Debarment & Suspension. Supplier represents and warrants that neither it nor any of its subcontractors supplying the Goods and/or Services have either directly or indirectly or through subcontractors, been suspended, debarred, or otherwise excluded from participation in or penalized by any federal or state procurement, non-procurement, or reimbursement program. Supplier affirms that it has confirmed the above statement by checking The System for Award Management (SAM) www.uscontractorregistration.com within 180 days prior to commencing work under the Agreement. Supplier will provide immediate written notice to The University upon learning that it or any of its subcontractors are under any investigation or proposed action that could result in such exclusion, suspension, or debarment.
 - c. Rights to Inventions Made Under an Agreement or Agreement. If this Agreement is a funding agreement under 37 CFR 401.3, the Parties agree to incorporate by this reference the standard patent rights clause found in 37 CFR 401.14 and any implementing regulations issued by the awarding agency.

d. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. *To the extent any of the provisions of 2 CFR Appendix II to Part 200 apply to this Agreement, such provisions are incorporated by reference.*

46. Government Subcontract Provisions. If this order is a subcontract under a U.S. government prime contract, the clauses referenced below of the Federal Acquisition Regulations (FAR) and the Defense Federal Acquisition Regulations (DFAR), or the Armed Services Procurement Regulations (ASPR) are incorporated into the Agreement by this reference. Each regulation contains criteria for determining applicability of the regulation to a particular contract. In the following clauses, the terms "Government" and "Contracting Officer" will mean University; the term "Agreement" will mean the Agreement and the term "Contractor" will mean Supplier. Supplier will comply with all applicable federal laws and regulations, including but not limited to Uniform Guidance (2 CFR Part 200) and Debarment and Suspension (45 CFR 620). For purchases funded with federal funds, the following provisions are incorporated into the Agreement by reference where applicable and form a part of the terms and conditions of the Agreement. Supplier agrees to flow down all applicable clauses to lower-tier entities

The following provisions are from the Federal Acquisition Regulations (FAR), which are available online.

(NOTE: These FAR clauses may have applicability only when the Purchase Order is at or in excess of a certain dollar threshold, shown in parentheses, or under certain circumstances.)

FAR Citation	Title
52.203-6	Restrictions on Subcontractor Sales to the Government (\$150,000)
52.203-7	Anti-Kickback Procedures except Subparagraph (c)(1) (\$150,000)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (\$150,000)
52.203-13	Contractor Code of Business Ethics and Conduct (\$6,000,000)
52.203-14	Display of Hotline Poster(s) (\$6,000,000)
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.203-16	Preventing Personal Conflicts of Interest (\$150,000)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (\$150,000)
52.204-2	Security Requirements (applicable if access to classified material is involved) (\$0)
52.204-8	Annual Representations and Certifications.
52.208-8	Required Sources for Helium and Helium Usage Date (\$5,000,000)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (\$35,000)
52.211-15	Defense Priority and Allocation Requirements
52.214-26	Audit and Records - Sealed Bidding (\$750,000)
52.214-28	Subcontractor Certified Cost or Pricing Data - Modifications-Sealed Bidding (\$750,000)
52.215-2	Audit and Records -- Negotiation (\$150,000)
52.215-10	Price Reduction for Defective Cost or Pricing Data (\$2,000,000)
52.215-12	Subcontractor Cost or Pricing Data (\$2,000,000)
52.215-13	Subcontractor Cost or Pricing Data -- Modifications (\$2,000,000)
52.215-14	Integrity of Unit Prices (\$150,000)
52.215-15	Pension Adjustments and Asset Reversions (\$2,000,000)
52.215-18	Reversion or Adjustment for Plans for Postretirement Benefits (PBR) Other Than Pensions (\$2,000,000)
52.215-19	Notification of Ownership Changes (\$2,000,000)
52.219-8	Utilization of Small Business Concerns (\$150,000)
52.219-9	Small Business and Small Disadvantaged Business Subcontracting Plans (Large Businesses) (\$750,000)
52.219-16	Liquidated Damages -- Subcontracting Plan (\$750,000)
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation
52.222-17	NonDisplacement of Qualified Workers (\$150,000)
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity (\$10,000)
52.222-35	Equal Opportunity for Veterans (\$100,000)
52.222-36	Equal Opportunity for Workers with Disabilities (\$100,000)
52.222-37	Employment Reports on Veterans (\$100,000)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (\$10,000)
52.222-41	Service Contract Labor Standards
52.22-50	Combating Trafficking in Persons (\$500,000)
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements
52.222-53	Exemption from Application of the Service Contract Labor Standards for Contracts for Certain Services-Requirements
52.222-54	Employment Eligibility Verification (\$3,000)
52.222-55	Minimum Wages Under Executive Order
52.223-6	Drug-Free Workplace (for individuals, \$0; for non-individuals, \$100,000)
52.223-7	Notice of Radioactive Materials (applicable if radioactive materials are involved) (\$0)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (\$3,500)
52.224-2	Privacy Act (applicable if vendor is supplying design, development, or operation of a system of records on individuals) (\$0)
52.225-1	Buy American - Supplies
52.225-3	Buy American Act - Free Trade Agreements - Israeli Trade Act (\$0)
52.225-13	Restrictions on Certain Foreign Purchases
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (\$0)
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations (\$25,000)
52.227-1	Authorization and Consent (\$150,000)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (\$150,000)
52.227-10	Filing of Patent Applications -- Classified Subject Matter (\$0)
52.227-11	Patent Rights -- Retention by the Contractor (Short Form) (\$0)

52.227-13	Patent Rights - Ownership by the Government (\$0)
52.227-14	Rights in Data - General (\$0)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (\$2,000,000)
52.230-5	Cost Accounting Standards -- Educational Institutions (\$2,000,000)
52.230-6	Administration of Cost Accounting Standards (\$2,000,000)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.244-6	Subcontract for Commercial Items and Commercial Components (\$0; non-commercial supplies or services)
52.245-1	Government Property
52.247-63	Preference for U.S.-Flag Air Carriers
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (\$0)
52.248-1	Value Engineering (\$150,000)

If federal funds through a contract from an agency of the Department of Defense are involved, the following Department of Defense Federal Acquisition Regulations (DFAR) clauses apply. DFAR clauses are available online.

(NOTE: These DFAR clauses may have applicability only when the Purchase Order is at or in excess of a certain dollar threshold, shown in parentheses, or under certain circumstances.)

DFAR Citation	Title
252.203-7001	Prohibition on Persons Convicted of fraud or Other Defense-Contract Related Felonies (not applicable for commercial items) (\$150,000)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.203-7004	Display of Hotline Posters (\$5,500,000)
252.204-7000	Disclosure of Information
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.211.7003	Item Unique Identification and Valuation (\$5,000)
252.225-7013	Duty-Free Entry
252.225-7048	Export-Controlled Items
252.226-7001	Utilization of Indian Organization, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (\$500,000)
252.227-7013	Rights in Technical Data -- Noncommercial Items (\$0)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7018	Rights in Noncommercial Technical Data and Computer Software - Small Business Innovation Research (SBIR)Program
252.227-7037	Validation of Restrictive Markings on Technical Data
252.227-7038	Patent Rights - Ownership
252.231-7000	Supplemental Cost Principles (\$0)
252.244-7000	Subcontracts for Commercial Items
252.246-7007	(CAS) Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008	(non-CAS) Sources of Electronic Parts
252.247-7023	Transportation of Supplier by Sea
252.247-7024	Notification of Transportation of Supplies by Sea

If federal funds through a contract from the National Aeronautic and Space Administration (NASA) are involved, the following NASA Supplemental Federal Acquisition Regulations (FAR) clauses apply. NASA clauses are available online.

(NOTE: These NASA clauses may have applicability only when the Purchase Order is at or in excess of a certain dollar threshold, shown in parentheses, or under certain circumstances.)

NASA Citation	Title
1852.204.76	Security Requirements for Unclassified Information Technology Resources (\$0)
852.208-81	Restrictions on Printing and Duplicating (\$1,000)
1852.219-75	Individual Subcontracting Reporting
1852.223-70	Safety and Health Measures and Mishap Reporting (\$150,000)
1852.223-71	Authorizing for Radio Frequency Use (\$0)
1852.223-74	Drug and Alcohol-Free Workforce (\$5,000,000)
1852.225-71	Restriction on Funding Activity with China (Deviation) (except for commercial and non-developmental items)
1852.227-11	Patent Rights-Ownership by the Contractor
1852.227-70	New Technology - Other than a Small Business Firm or Non-Profit Organization
1852.227-72	Designation of New Technology Representative and Patent Representative, July 1997 (\$0)
1852.227-85	Invention Reporting and Rights - Foreign
1852.228-70	Aircraft Ground and Flight Risk
1852.228-78	Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to International Space Station
1852.231-71	Determination of Compensation Reasonableness
1852.237-71	Pension Portability (\$750,000)
1852.242-73	NASA Contractor Financial Management Reporting
1852.244-70	Geographic Participation in the Aerospace Program (\$100,000)
1852.247-71	Protection of Florida Manatee

ADDENDUM 1:
Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS PO IS INFORMATION TECHNOLOGY, AS DEFINED IN
CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS PO.

- A. Definitions. The following terms shall be construed and interpreted as follows: (a) "Business Day" means any day in which the University is open and conducting business, but shall not include Saturday, Sunday or any day on which the University observes a holiday; (b) "CJI" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (c) "HIPAA" means the federal Health Information Portability and Accountability Act; (d) "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; (e) "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; (f) "PHI" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by HIPAA; (g) "PII" means personally identifiable information including, without limitation, any information maintained by the University about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, *et. seq.*, C.R.S.; (h) "University Confidential Information" means any and all University Records not subject to disclosure under the Colorado Open Records Act, CRS §§24-72-200.1, *et seq.* ("CORA"), and includes, without limitation, PII, PHI, PCI, CJI, and University personnel records not subject to disclosure under CORA; (i) "University Records" means any and all University data, information, and records, regardless of physical form; and (j) "Work Product" means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts.
- B. Intellectual Property Definitions. As used in this PO, "Intellectual Property" means any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. As used in this Section 18, "Deliverables" means all products, prototypes, samples, hardware, equipment, or other tangible materials required to be delivered or actually delivered to The University under the PO.

Intellectual Property Ownership. The University will own all Deliverables and all Intellectual Property that Supplier and Supplier Parties make, conceive, discover, develop, or create, either solely or jointly with the University or any other person(s) under this PO (Foreground IP). To the extent any Foreground IP is not considered a work made for hire for University, Supplier and Supplier Parties hereby irrevocably assign to the University all right, title and interest in and to all Foreground IP. Supplier and Supplier Parties will make full and prompt disclosure of Foreground IP to University. Supplier and Supplier Parties agree to promptly execute any additional documents or forms that the University may reasonably require in order to effectuate assignment of Foreground IP to University.

Supplier's Intellectual Property. Supplier and Supplier Parties will retain ownership of their pre-existing Intellectual Property and any Intellectual Property that it creates or acquires outside the scope of this PO (Supplier Background IP). If Supplier incorporates Supplier Background IP into the Deliverables or if Supplier Background IP is necessary to practice the Deliverables or the Foreground IP, Supplier hereby grant to the University a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense), to use, reproduce, prepare derivative works, distribute, display, perform, sell, offer for sale, make, have made any such Supplier Background IP in connection with the Deliverables and Foreground IP.

Third Party Intellectual Property. Supplier and Supplier Parties shall obtain for The University a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense), to use, reproduce, prepare derivative works, distribute, display, perform, sell, offer for sale, make, have made any Intellectual Property owned by a third party that is incorporated into the Deliverables or that is required for The University to practice the Deliverables or Foreground IP.

- C. License or Use Audit Rights. If this PO includes any license or other right to use Supplier's intellectual property, Supplier shall have the right, at any time during and throughout the term of this PO, but not more than once during any University fiscal year, to request via written notice in accordance with the notice provisions of this PO that the University audit its use of Supplier's intellectual property and certify as to its compliance with any applicable license or use restrictions and limitations contained in this PO (an "Audit Request"). The Audit Request shall specify the time period to be covered by the audit, which shall not include any time periods covered by a previous audit. The University shall complete the audit and provide certification of its compliance to Supplier ("Audit Certification") within 120 days following the University's receipt of the Audit Request. If upon receipt of the University's Audit Certification, the parties reasonably determine that: (a) the University's use of licenses, use of software, use of programs, or any other use of intellectual property during the audit period exceeded the use restrictions and limitations contained in this PO ("Overuse") and (b) the University would have been or is then required to purchase additional rights to use Supplier's intellectual property ("Additional Rights"), Supplier shall provide written notice to the University in accordance with the notice provisions of this PO identifying any Overuse or required Additional Rights and request that the University bring its use into compliance with such use restrictions and limitations. Notwithstanding anything to the contrary in this PO or incorporated as a part of Supplier's or any subcontractor's website, click-through or online agreements, third-party agreements, or any other documents or agreements between the parties, the University shall not be liable for the costs associated with any Overuse or Additional Rights, during the audit period regardless of whether the University may have been notified in advance of such costs.
- D. Supplier Records. Supplier shall maintain a file of all documents, records, communications, notes, and other materials relating to the work (the "Supplier Records"). Supplier Records shall include all documents, records, communications, notes and other materials maintained by Supplier that relate to any work performed by Subcontractors, and Supplier shall maintain all records related to the work performed by Subcontractors required to ensure proper performance of that work. Unless a longer period is required in this PO or any attachment or exhibit to this PO, Supplier shall maintain Supplier Records until the last to occur of: (a) the date 3 years after the date this Purchase Order expires or is terminated, (b) final payment under this Purchase Order is made, (c) the resolution of any pending Purchase Order matters, or (d) if an audit is occurring, or Supplier has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period"). Supplier shall permit the University, the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy, and transcribe Supplier Records during the Record Retention Period. Supplier shall make Supplier Records available during normal business hours at Supplier's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than

2 Business Days' notice from the University, unless the University determines that a shorter period of notice, or no notice, is necessary to protect the interests of the University. The University, in its discretion, may monitor Supplier's performance of its obligations under this Purchase Order using procedures as determined by the University. The University shall monitor Supplier's performance in a manner that does not unduly interfere with Supplier's performance of the work. Supplier shall promptly submit to the University a copy of any final audit report of an audit performed on Supplier's records that relates to or affects this Purchase Order or the work, whether the audit is conducted by Supplier or a third party.

- E. Information Confidentiality. Supplier shall keep confidential, and cause all subcontractors to keep confidential, all University Records, unless those University Records are publicly available. Supplier shall not, without prior written approval of the University, use, publish, copy, disclose to any third party, or permit the use by any third party of any University Records, except as otherwise stated in this PO, permitted by law, or approved in writing by the University. Supplier shall provide for the security of all University Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. If Supplier or any of its subcontractors will or may have access to any University Confidential Information or any other protected information, Supplier shall comply with all security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Supplier's performance under this PO. Such obligations may arise from HIPAA; and Payment Card Industry Data Security Standard (PCI-DSS) Federal Bureau of Investigation Criminal Justice Information Service Security Addendum. Supplier shall immediately forward any request or demand for University Records to the University's purchasing agent.
- F. Other Entity Access and Nondisclosure Agreements. Supplier may provide University Records to its agents, employees, assigns and subcontractors as necessary to perform the work, but shall restrict access to University Confidential Information to those agents, employees, assigns, and subcontractors who require access to perform their obligations under this PO. Supplier shall ensure all such agents, employees, assigns, and subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this PO, and that the nondisclosure provisions are in force at all times the agent, employee, assign or subcontractor has access to any University Confidential Information. Supplier shall provide copies of those signed nondisclosure provisions to the University upon execution of the nondisclosure provisions if requested by the University.
- G. Use, Security, and Retention. Supplier shall use, hold, and maintain University Confidential Information in compliance with all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all University Confidential Information. Supplier shall provide the University with access, subject to Supplier's reasonable security requirements, for purposes of inspecting and monitoring access and use of University Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this PO, Supplier shall return University Records provided to Supplier or destroy such University Records and certify to the University that it has done so, as directed by the University. If Supplier is prevented by law or regulation from returning or destroying University Confidential Information, Supplier warrants it will guarantee the confidentiality of, and cease to use, such University Confidential Information.
- H. Incident Notice and Remediation. If Supplier becomes aware of any Incident, it shall notify the University immediately and cooperate with the University regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the University. Unless Supplier can establish none of Supplier or any of its agents, employees, assigns, or subcontractors are the cause or source of the Incident, Supplier shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Supplier shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the University, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the University at no additional cost to the University. The University may adjust or direct modifications to this plan, in its sole discretion and Supplier shall make all modifications as directed by the University. If Supplier cannot produce its analysis and plan within the allotted time, the University, in its sole discretion, may perform such analysis and produce a remediation plan, and Supplier shall reimburse the University for the reasonable actual costs thereof.
- I. Data Protection and Handling. Supplier shall ensure that all University Records and Work Product in the possession of Supplier or any subcontractors are protected and handled in accordance with the requirements of this PO at all times. Upon request by the University made any time prior to 60 days following the termination of this PO for any reason, whether or not this PO is expiring or terminating, Supplier shall make available to the University a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the University within 10 Business Days following the University's request, and shall contain, without limitation, all University Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions, and attachments in its native format. Upon the termination of Supplier's services under this PO, Supplier shall, as directed by the University, return all University Records provided by the University to Supplier, and the copies thereof, to the University or destroy all such University Records and certify to the University that it has done so. If legal obligations imposed upon Supplier prevent Supplier from returning or destroying all or part of the University Records provided by the University, Supplier shall guarantee the confidentiality of all University Records in Supplier's possession and will not actively process such data. The University retains the right to use the established operational services to access and retrieve University Records stored on Supplier's infrastructure at its sole discretion and at any time.
- J. Compliance with OIS Policies and Procedure. Supplier shall cooperate, and shall cause its subcontractors to cooperate, with the performance of security audit and penetration tests by University or its designee.
- K. Safeguarding PII. If Supplier or any of its subcontractors will or may receive PII under this PO, Supplier shall provide for the security of such PII, in a manner and form acceptable to the University, including, without limitation, all University requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Supplier shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement.
- L. Software Piracy Prohibition. University or other public funds payable under this PO shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Supplier hereby certifies and warrants that, during the term of this PO and any extensions, Supplier has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the University determines that Supplier is in violation of this provision, the University may exercise any remedy available at law or in equity or under this PO, including, without limitation, immediate termination of this PO and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- M. Information Technology. To the extent that Supplier provides physical or logical storage of University Records; Supplier creates, uses, processes, discloses, transmits, or disposes of University Records; or Supplier is otherwise given physical or logical access to University Records in order to perform Supplier's obligations under this PO, Supplier shall, and shall cause its subcontractors, to: (a) provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this PO; (b) maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; (c) comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity,

availability, and auditing; (d) provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; and (e) promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the University. Supplier shall not allow remote access to University Records from outside the United States, including access by Supplier's employees or agents, without the prior express written consent of University. Supplier shall communicate any request regarding non-U.S. access to University Records to the University. The University shall have sole discretion to grant or deny any such request.

- N. Accessibility. Supplier shall comply with and the Work Product provided under this PO shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, pursuant to Section §24-85-103 (2.5), C.R.S. Supplier shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. Supplier shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Supplier's failure to comply with §§24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* pursuant to Section §24-85-103 (2.5), C.R.S. The University may require Supplier's compliance to the University's Accessibility Standards to be determined by a third party selected by the University to attest to Supplier's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* pursuant to Section §24-85-103 (2.5), C.R.S.