

The Board of Regents of the University System of Georgia by and on behalf of the Georgia
Institute of Technology (GIT)

STANDARD PURCHASE ORDER TERMS AND CONDITIONS

A. DEFINITIONS & GENERAL INFORMATION

In the absence of conflicting Contract and/or RFX terms and conditions, these terms and conditions shall govern the delivery or performance of goods and/or services purchased or acquired pursuant to the Purchase Order. By accepting the Purchase Order or by delivering or performing the goods and/or services purchased or acquired under the Purchase Order, the Contractor indicates its acceptance of these Standard Purchase Order Terms & Conditions. These Standard Purchase Order Terms & Conditions, as set forth herein, are applicable to Purchase Orders issued by GIT. Any pre-printed terms and conditions included on contractor's forms or invoices shall be null and void. GIT will not be bound by any terms and conditions included in any supplier's packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition at variance with or in addition to the terms and conditions contained in any contract or purchase order executed or issued by GIT .

1. Definitions

Definitions. The following words shall be defined as set forth below:

- (i) **"And/or"** is interpreted in its most inclusive sense and means x or y or both, as applicable.
- (ii) **"Contract"** means an established Statewide Contract, State Entity Contract, Consortia Contract, or a GIT Service Agreement used to purchase or acquire the goods and/or services that are subject to the Purchase Order.
- (iii) **"Contractor"** means the provider of the goods and/or services under the Purchase Order, the which is specifically identified as "Vendor" on the face of the Purchase Order document, including agents, officers, employees, and subcontractors of the same.
- (iv) **"Purchase Order or (PO)"** mean this Purchase Order between GIT, and the Contractor and all incorporated documents.
- (v) **"Good(s) and/or service(s)"** means any and/or all goods, services and other deliverables specifically identified in the "Item/Description" column on the face of the Purchase Order document.
- (vi) **"Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications explicitly accepted by GIT in writing.
- (vii) **"RFX"** means the Request for Quotes, Request for Proposals, or other solicitation document (and any amendments or addenda thereto) that was used to solicit the goods and/or services that are subject to the Purchase Order.

(viii) “GIT means The Board of Regents of the University System of Georgia by and on behalf of GIT.

B. PURCHASE ORDER DURATION

The Purchase Order between GIT and the Contractor shall begin and end on the dates specified in the Purchase Order (or upon completion of all deliverables), unless terminated earlier in accordance with the applicable terms and conditions of the Purchase Order. Pursuant to O.C.G.A. Section 50-5-64, the Purchase Order shall not be deemed to create a debt of GIT for the payment of any sum beyond the fiscal year in which the appropriations have been made.

C. TRANSFER OF RIGHTS, TITLE AND INTEREST

For good cause and as consideration for placing the Purchase Order, the Contractor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the GIT all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the goods and/or services purchased or acquired by GIT pursuant hereto.

D. INCORPORATED DOCUMENTS

In the event the Purchase Order is issued with reference to a Contract, or RFX, the terms, conditions, and specifications of such document(s) are hereby incorporated by reference and made a part hereof just as if they had been fully set out herein.

E. AUTHORITY TO EXECUTE THE PURCHASE ORDER

GIT, by and through its delegated signatory, is authorized to execute the Purchase Order pursuant to, and in accordance with, Chapter 50-5, Official Code of Georgia Annotated, the Georgia Procurement Manual, the policies and procedures of the Board of Regents of the University System of Georgia and GIT .

F. DELIVERABLES

1. Specifications in the Purchase Order/Description of Goods and Services. The Contractor shall provide the goods and/or services required in the Purchase Order that comply with the specifications contained in the Contract, RFX, Contractor’s Response, and/or Purchase Order document.

2. Product Shipment and Delivery. Unless otherwise specified on the PO, all products shall be shipped F.O.B. destination, freight prepaid and included to the location(s) specifically identified as the “Ship To” address on the face of the Purchase Order document. All items shall be at the Contractor’s risk until they have been delivered and accepted by GIT. Title to the goods shall remain with Supplier until acceptance by GIT. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without

cost to GIT, regardless of when the hidden damage is discovered. The Contractor shall also include GIT's Purchase Order number on all packing lists and shipping labels.

3. Non-Exclusive Rights and No Minimums Guaranteed. The Purchase Order is not exclusive. GIT reserves the right to select other contractors to provide goods and/or services similar to the goods and/or services described in the Purchase Order during the term of the Purchase Order. The Purchase Order does not guarantee any minimum level of purchases unless stated otherwise in the Purchase Order.

4. No Substitution. No substitution of any good and/or service required by the Purchase Order will be accepted without the prior written consent of an authorized signatory in the GIT Department of Procurement.

G. COMPENSATION

1. Pricing. The Contractor will be paid for the goods and/or services sold pursuant to the Purchase Order in accordance with the terms, conditions and specifications of the Purchase Order. Unless clearly stated otherwise, all prices are firm and fixed and are not subject to variation. Unless otherwise agreed to in writing, prices include, but are not limited to applicable freight, insurance, fuel surcharges and customs duties. In the event prices are stipulated as estimated by the Purchase Order, the estimated prices set forth in the Purchase Order shall represent the maximum amount of payment or compensation that the Contractor shall be entitled to receive and GIT shall be obligated to remit under the Purchase Order. GIT reserves the right, in its sole discretion and without obligation or penalty, to refuse to pay any invoiced amounts in excess of the firm and fixed prices, or, alternatively, the estimated prices under the Purchase Order to which it has not agreed in writing in the form of a duly executed Contract or Contract Amendment, signed by each party's authorized signatory.

Unless otherwise agreed in writing by GIT and the Contractor, the Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Purchase Order.

2. Invoice and Billing Requirements. Failure to comply with this Section may result in delays in payment. GIT will only accept an itemized invoice for goods and or services that have been delivered in accordance with the terms and conditions of the purchase order. Invoices shall be delivered to the location specifically identified as the "Bill To" address on the Purchase Order document. Invoices shall contain the following information:

- (i) Vendor's name, address, tax I.D. number,
- (ii) Vendor's assigned invoice number,
- (iii) The date the Invoice was produced,
- (iv) GIT's Purchase Order number,

- (v) GIT's address and zip code,
- (vi) Individually for each good and/or service invoiced: the line number (as identified on the Purchase Order), item description, quantity, unit of issue, unit price, and total,
- (vii) A total of all line items invoiced,
- (viii) An itemization of any items back ordered,
- (ix) And, as applicable, any discount for prompt payment offered.

3. Payment Terms. GIT will remit payment to the Contractor after receipt and acceptance of the goods and/or services as specified on the Purchase Order and after GIT's receipt and acceptance of an undisputed invoice. After these conditions have been met, payment will be made as specified on the Purchase Order.

4. Prompt Payment Discount. Any prompt payment discount must be clearly identified on Contractor's invoice. Time, in connection with any discount offered, will be computed from the date of complete delivery and acceptance of all goods and services ordered by GIT, or from the date an undisputed invoice is received, whichever is later.

5. Delay of Payment Due to Contractor's Failure. If GIT determines, in its sole discretion, that the Contractor has failed to deliver or perform any good and/or service as required by the Purchase Order, the Contractor shall not be entitled to any compensation under the Purchase Order until such good and/or service is delivered or performed. In this event, GIT may withhold that portion of the Contractor's compensation which represents payment for goods and/or services that were not performed or delivered.

6. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes GIT any sum under the terms of any other PO or Contract, pursuant to any judgment, or pursuant to any law, GIT may set off the sum owed to GIT against any sum owed by GIT to the Contractor in GIT's sole discretion.

H. TERMINATION

1. Immediate Termination. Pursuant to O.C.G.A. Section 50-5-64 the Purchase Order will terminate immediately and absolutely if GIT determines, in its sole and conclusive discretion, that adequate funds are not appropriated or granted or funds are de-appropriated such that GIT cannot fulfill its obligations under the Purchase Order. If GIT declares a lack of funding pursuant to this paragraph, GIT will not contract for the same goods or services during the remainder of the fiscal year (July 1 – June 30) in which the lack of funding was declared. Further, GIT may terminate the PO for any one or more of the following reasons effective immediately without advance notice:

- (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in

immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

(ii) GIT determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

(iii) The Contractor fails to comply with confidentiality laws or provisions; and/or

(iv) The Contractor furnished any statement, representation or certification in connection with the Purchase Order or the bidding process which is materially false, deceptive, incorrect or incomplete.

2. Termination for Convenience. GIT may terminate the Purchase Order in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor (subject to terms laid out in Section 5 below: “Payment Limitation in Event of Termination”).

3. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for GIT to declare the Contractor in default of its obligations under the Purchase Order:

(i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to GIT’s satisfaction, any material requirement of the Purchase Order or is in violation of a material provision of the Purchase Order, including, but without limitation, the express warranties made by the Contractor;

(ii) GIT determines that satisfactory performance of the Purchase Order is substantially endangered or that a default is likely to occur;

(iii) The Contractor fails to make substantial and timely progress toward performance of the Purchase Order;

(iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or GIT reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Purchase Order;

(vi) The Contractor has engaged in conduct that has or may expose GIT or the State of Georgia to liability, as determined in GIT’s sole discretion; or

(vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of GIT, the State of Georgia, or a third party.

4. Notice of Default. If there is a default event caused by the Contractor, GIT shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in GIT's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, GIT may:

- (i) Immediately terminate the Purchase Order without additional written notice; and/or
- (ii) Procure substitute goods or services from another source; and/or,
- (iii) Enforce the terms and conditions of the Purchase Order and seek any legal or equitable remedies

5. Payment Limitation in Event of Termination. In the event of termination of the Purchase Order for any reason by GIT, GIT shall pay only those amounts, if any, due and owing to the Contractor for goods and/or services actually rendered up to and including the date of termination of the Purchase Order and for which GIT is obligated to pay pursuant to the Purchase Order. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to GIT under the Purchase Order in the event of termination.

6. The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of GIT, the Contractor shall cease work under the Purchase Order and take all necessary or appropriate steps to limit disbursements and minimize costs. Contractor shall immediately cease using and return to GIT any personal property or materials, whether tangible or intangible, provided by GIT to the Contractor. Further, the Contractor shall immediately return to GIT any payments made by GIT for goods and/or services that were not delivered or rendered by the Contractor. Comply with GIT instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract. Cooperate in good faith with GIT, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor. Immediately return to GIT any payments made by GIT for goods and services that were not delivered or rendered by the Contractor.

I. BONDS

Contractor shall provide all applicable insurance and/or bonds as required in the Purchase Order.

J. WARRANTIES

1. Construction of Warranties Expressed in the Purchase Order with Warranties Implied by Law. All warranties made by the Contractor and/or subcontractors in all provisions of the Purchase Order and the Contractor's Response, whether or not the Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the

warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to GIT shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this Section apply during the term of the Purchase Order and any extensions or renewals thereof.

2. Warranty – Nonconforming Goods. All goods delivered by Contractor to GIT shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, GIT shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by GIT shall not relieve the Contractor of its warranty or any other obligation under the Purchase Order.

3. Compliance with Federal Safety Acts. Contractor warrants and guarantees to GIT that the goods provided under the Purchase Order are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

4. Originality and Title to Concepts, Materials, and Goods Produced. Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to GIT pursuant to the terms of the Purchase Order shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works.

Contractor represents and warrants that the concepts, materials, goods and services and GIT's use of same and the exercise by GIT of the rights granted by the Purchase Order shall not infringe upon any other work, other than material provided by the Purchase Order to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Purchase Order.

5. Conformity with Contractual Requirements. The Contractor represents and warrants that the goods and services provided in accordance with the Purchase Order will appear and operate in conformance with the terms and conditions of the Purchase Order.

6. Obligations Owed to Third Parties. The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Purchase Order are or will be fully satisfied by the Contractor so that GIT will not have any obligations with respect thereto.

7. Title to Property. The Contractor represents and warrants that title to any property assigned, conveyed or licensed to GIT is good and that transfer of title or license to GIT is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.

8. Industry Standards. The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Purchase Order, which shall take precedence.

9. Contractor's Personnel and Staffing. Contractor warrants that all persons assigned to perform services under this Purchase Order are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by GIT as specified in the Purchase Order. All persons assigned to perform services under this Purchase Order shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.

10. Use of State Vehicles. Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Purchase Order. Contractor shall be responsible for providing transportation necessary to perform all services.

K. PRODUCT RECALL

In the event that any of the goods are found by the Contractor, GIT, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to GIT and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this Section shall preclude GIT from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and GIT shall agree to the performance of such repairs by GIT upon mutually acceptable terms.

L. CONFIDENTIAL INFORMATION

Access to Confidential Information. The Contractor's employees, agents and subcontractors may have access to confidential information/data maintained by GIT to in the performance of Contractor's responsibilities under the Purchase Order. Confidential Information – means trade secrets, financial, statistical, personnel, technical and other data and information maintained in any format relating to GIT's business or business of its constituents. Confidential information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a third party free of the obligation of confidentiality to the disclosing party. Contractor shall have the burden to demonstrate that any exception to protection exists by written evidence and shall present such evidence to the State as soon as possible.

The Contractor agrees not to disclose the Confidential Information to any third party and to protect it in strict confidence but no less than a reasonable standard of care. It is understood, however that the Contractor may disclose the Confidential Information on a "need to know" basis to the Contractor's employees and subcontractors who are working on the project, as maybe directed by GIT, provided that all such employees and subcontractors shall have executed a confidentiality agreement with the Contractor requiring an obligation of confidentiality at least as restrictive as contained herein. Contractor is responsible for the disclosure of Confidential Information by its employees, its subcontractor(s), or any other party that is permitted access to Confidential Information. Contractor shall provide to GIT a written description of the Contractor's policies and procedures to safeguard Confidential Information which shall address information conveyed in verbal, written and electronic formats and provide for one designated individual as the primary point of contact for the receipt and management of such Confidential Information who shall remain responsible for the data collected, used or disseminated by the Contractor in connection with performance of the Purchase Order.

The Confidential Information shall remain the property of GIT at all times. Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential information for any purpose except for the limited right to use the Confidential Information as necessary by this Purchase Order. Any data supplied to or created by the Contractor shall be considered the property of GIT. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Purchase Order, promptly at the request of GIT.

3. Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify GIT and cooperate with GIT in any lawful effort to protect the confidential information.

4. Reporting of Unauthorized Disclosure. The Contractor shall immediately report to GIT any unauthorized disclosure of confidential information.

5. Survives Termination. The Contractor's confidentiality obligation under the Purchase Order shall survive termination of the order.

M. INDEMNIFICATION

1. Contractor agrees to defend, indemnify, and hold harmless GIT, its officers, agents, employees, and volunteers (the "Indemnified Parties") from and against any claims, damages, and actions of any kind or nature, whether at law or in equity, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees arising out of or caused by Contractor and it/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform the Contract, resulting from or in connection with, including but not limited to:

- (i) Any breach of the Contract;
- (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
- (iii) Any failure of goods to comply with applicable specifications, warranties, and certifications under the Contract;
- (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the goods or any parts thereof provided under the Contract;
- (v) Claims, demands, or lawsuits that, with respect to the goods or any parts thereof, allege product liability, strict product liability, or any variation thereof;
- (vi) The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
- (vii) The violation of any third party's trade secrets, proprietary information, trademarks, copyright, patent rights, or other intellectual property rights
- (viii) All injuries or death to persons or damage to property, including theft;
- (ix) Provider's failure to perform all obligations owed to Provider employees including any claim Provider employees might have or make for privilege, compensation, or benefits under any GIT employee benefit plan
- (x) Any and all sums that are due and owing to the Internal Revenue Service for withholding, FICA, and unemployment or other state and federal taxes.

2. Duty to Reimburse State Tort Claims Fund. To the extent such damage or loss as covered by this indemnification is covered by GIT of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of Georgia and the terms of the Fund, the Contractor and its insurers

waive any right of subrogation against GIT, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. Litigation and Settlements. The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

4. Patent/Copyright Infringement Indemnification. Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against GIT and indemnify GIT against any award of damages and costs made against GIT by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the goods constitutes an infringement of any United States Letters Patent or copyright, provided GIT gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, GIT shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against GIT reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon GIT unless approved by GIT.

In case any of the goods is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for GIT the right to continue using the goods;
- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to GIT if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (i) Compliance with designs, plans or specifications furnished by or on behalf of GIT as to the goods;
- (ii) Use of the goods in combination with apparatus or devices not supplied by Contractor;
- (iii) Use of the goods in a manner for which the same was neither designed nor contemplated; or

(iv) The claimed infringement of any patent or copyright in which GIT or any affiliate or subsidiary of GIT has any direct interest by license or otherwise.

5. Survives Termination. The indemnification obligation of the Contractor shall survive termination of the Contract.

N. INSURANCE

Unless otherwise specified in the Purchase Order, the contractor shall, at its own expense, procure and maintain, without interruption during the entire term of this contract, insurance of the kinds and limits listed hereunder. Certificate(s) of insurance issued by the contractor's insurance carrier(s) shall be furnished to GIT before beginning work and shall name Board of Regents of the University System of Georgia, by on behalf of GIT, including its officers, employees and agents as Additional Insureds on the General Liability and Business Automobile Liability policies. The insurance coverage required under this Purchase Order are minimum limits required and are not intended to limit the responsibility or liability of the Contractor. Contractor may not utilize a subcontractor to fulfill its obligations of this contract, unless permission is received in writing from the Director of Purchasing, or his official designee. If any subcontractor is used to fulfill this contract, they or the Contractor on their behalf, shall carry the same coverage and limits of insurance outlined herein. It shall be the Contractor's responsibility to ensure compliance of this requirement.

Workers' Compensation and Employers' Liability Insurance

a) Workers' Compensation Insurance shall be written in accordance with statutory coverage required by the State of Georgia. A self-insurer must provide a certificate from the Georgia Board of Workers' Compensation stating contractor qualifies to pay its own worker's compensation claims.

b) Employer's Liability Insurance shall be written with minimum limits of:

1. Bodily Injury by Accident - \$1,000,000 each accident
2. Bodily Injury by Disease - \$1,000,000 each employee
3. Bodily Injury by Disease - \$1,000,000 policy limit

Commercial General Liability Insurance

Commercial General Liability Insurance shall be written on an occurrence form and shall provide at minimum the following limits. General Aggregate Limits to apply per project/location:

Each Occurrence	\$1,000,000
Damage to Rented Premises	\$ 300,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000

In Addition the:

Commercial General Liability Insurance Policy must provide coverage for Contractual Liability and all activities to be performed by the contractor.

Business Automobile Liability Insurance

Business Automobile Liability Insurance shall be written to include coverage for bodily injury and property damage arising from ownership, maintenance or use of any automobile, including all owned, non-owned and/or hired automobile.

Minimum limit	\$1,000,000 Combined Single Limit.
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Commercial Umbrella/Excess Liability Insurance – Occurrence form

Minimum limit	\$2,000,000 Each Occurrence
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Minimum limit	\$2,000,000 Annual Aggregate
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Professional Liability Insurance – Occurrence form

Minimum limit	\$3,000,000 Each Occurrence
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Minimum limit	\$3,000,000 Annual Aggregate
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Commercial Umbrella/Excess Liability Insurance Policy must provide the same or broader coverage than those provided for in the above Employers Liability, Commercial General Liability and Business Automobile Liability Policies.

All insurance coverage shall be issued by insurance carriers licensed by the Insurance Commissioner to conduct business in the State of Georgia and have a minimum current A.M. Best rating of A-, Class VII or better in the most recently published A.M. Best Insurance Report. If during the term of the policy, a company's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer rated at least "A-" Class "VII" in the most recently published A.M. Best Insurance Report.

Each policy shall be endorsed to provide that the policy not be canceled, non-renewed, changed or allowed to lapse for any reason without thirty (30) days of written notice to GIT. Insurance policies meeting the requirements stated above shall be maintained for the duration of the project. Renewal certificates shall be sent to GIT thirty (30) days prior to any expiration date of coverage.

GIT shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification or particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties or to underwriting on such policies.

O. COMPLIANCE WITH DATA PROTECTION REGULATION (I) POLICIES

Regardless of the contractor's location, contractor shall, at its own expense, comply with the EU General Data Protection Regulation (EU GDPR) as found at: <https://www.eugdpr.org> in case it provides goods or services to or monitors the behavior of European Union data subjects in connection to the Purchase Order.¹

P. ADHERENCE TO THE UNIVERSITY OF GEORGIA ETHICS POLICY

Vendors and contractor shall comply with the University System of Georgia Board of Regents Ethics Policy (Board Policy 8.2.18). The University prohibits any form of discrimination, harassment or retaliation against or by any member of the faculty, staff, administration, student body, volunteers, or visitors based upon race, color, religion, sex, national origin, age, whistle-blower status, disability, gender identity or expression, genetics, or any other characteristic protected by state or federal law. Vendor's and contractor's employees will be required to know and adhere to the Title IX policy.

Q. CLICK-THROUGH TERMS

Any click wrap or shrink-wrap terms or conditions included with Supplier's software shall be null and void. For avoidance of doubt, the terms and conditions of this Purchase Order shall prevail.

The Purchase Order shall not apply to the privacy and security or indemnity liabilities or any claim covered by insurance.

R. GEORGIA TECH SECURITY AND CRIMINAL BACKGROUND INVESTIGATIONS

(i) The Contractor shall perform security clearance background checks on its officers, agents, employees or others assigned to have regular interaction with students, employees, money, sensitive/confidential data or access to Georgia Tech's premises. Georgia Tech reserves the right to require additional background checks be made on any of Contractor's officers, agents, employees assigned to have access to Georgia Tech's premises. The Contractor shall defend, indemnify and hold harmless Georgia Tech for its failure to obtain appropriate security clearance background checks.

(ii) Contractor represents and warrants that Contractor shall refrain from assigning any of its individual personnel to any task or other obligation under this Contract if that individual's criminal background investigation reveals a disregard for the law. If Georgia Tech has a concern that Contractor's personnel poses an unacceptable security risk, Contractor shall not assign such personnel to Georgia Tech. Contractor shall ensure that criminal background investigations for its Personnel include at least the following requirements:

- A state and federal criminal history check covering a minimum of seven (7) years;
- A nationwide sex offender search;
- A social security number check;

- An educational/academic credentials check for all Contractor positions which require a post-secondary education degree; and
- Office of Foreign Asset Control (OFAC) check;
 - Felony convictions and convictions of crimes of moral turpitude automatically may disqualify an individual for certain positions; Contractor shall contact Georgia Tech if any of officers, agents, employees or others assigned to Georgia Tech have such convictions for Georgia Tech's consideration and approval prior to assignment with sufficient information to evaluate the situation; criminal background investigation results shall not be provided to Georgia Tech.

(iii) Contractor maintains full responsibility for the actions of it and its employees and will be fully responsible for enforcing and implementing an appropriate background check requirement which conforms to State, Federal, Local and Board of Regents of the University System of Georgia Guidelines. The Contractor shall defend, indemnify and hold harmless Georgia Tech for the actions of Contractor's employees. The Contractor will review the results of the background check. Georgia Tech should not receive the results of the background checks, but only individuals that have passed background check should be assigned by Contractor.

(iv) The Contractor's Personnel may be granted access to Georgia Tech's computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Contract. Such access may be terminated at the sole discretion of Georgia Tech. The Contractor shall provide immediate notice to Georgia Tech of any Personnel suspected of abusing or misusing such access privilege.

(v) The Contractor represents and warrants that Contractor shall provide immediate notice to Georgia Tech of the changed status of any Personnel granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.

S. DATA SECURITY Supplier must protect any University System of Georgia (USG) data, regardless of its source, with the level of protection as defined in the USG Standard for Supplier Management: Cybersecurity Requirements and as required by law, regulation, or USG policy. Supplier shall also provide USG evidence of \$3,000,000 errors and omissions insurance to protect USG's interest in its data. The policy shall include USG as a named insured. In addition, Supplier must at least annually provide a SOC report, SSAE 18, or other similar information which is acceptable to GIT ("Data Security Compliance Report") regarding Supplier's data security compliance for USG's review and approval. If Supplier is at any point during the term of this Agreement unable to provide a Data Security Compliance Report or the provided Data Security Compliance Report does not meet USG's approval, USG may terminate this contract as provided in Section 5.3. To the extent that Supplier uses any contractor or persons who are not Supplier's employees or any third party ("Third Party Providers") to provide any goods or services under this Agreement, Supplier shall require such Third Party Provider to comply with

the terms and provisions of this Section. Supplier shall remain liable to GIT for any non-compliance by such Third Party Providers.

Technical Errors & Omissions \$3,000,000 coverage per occurrence/aggregate:

1. Technology Errors and Omissions
2. Multimedia Liability
3. Privacy Liability
4. Network Security Liability
5. Breach Costs Coverage – Notification, Credit Monitoring, Forensics, Public Relations
6. Regulatory Fines and Penalties assessed due to a Data (Privacy) Breach

Technology Errors and Omissions insurance covering liabilities, punitive damages, data breach regulatory fines and penalties and claim expenses arising from acts, errors and omissions, in rendering or failing to render all services and in the provision of all products in the performance of the Agreement, including the failure of products to perform the intended function or serve the intended purpose.

Policy shall include coverage for loss, disclosure and theft of data in any form; media and content rights infringement and liability, including but not limited to, software copyright infringement; network security failure, including but not limited to, denial of service attacks and transmission of malicious code. Coverage shall include the cost of notifying individuals of a security or data breach, the cost of credit monitoring services and any other causally-related crisis management expense for up to one (1) year. Coverage shall contain severability for the insured organization for any intentional act exclusions. If coverage is provided on a claims-made basis, then it must be maintained for a period of two (2) years after acceptance of the deliverables and/or services provided in connection with this Agreement.

Additionally, policy shall cover consequential or vicarious liabilities (e.g., claims brought against vendor and respective directors, officers, and employees due to the wrongful acts and failures committed and direct losses (e.g., claims) made by 3rd parties and their respective directors, officers, and employees against Georgia Tech for financial loss due to Georgia Tech wrongful acts or failures).

Policy shall have the “Insured v. Insured” exclusion amended to allow an “Additional Insured” to bring a claim against the Named Insured.

T. PURCHASE ORDER ADMINISTRATION

1. Order of Preference. In the case of any inconsistency or conflict among the specific provisions of GIT Standard Purchase Order Terms and Conditions (including any amendments

accepted by both GIT and the Contractor attached hereto), any applicable solicitation (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

(i) First, by giving preference to the specific provisions of GIT's Purchase Order including but not limited to any negotiated terms and conditions accepted in writing by GIT and/or provisions of GIT Purchase Order Terms & Conditions found at <http://www.procurement.gatech.edu/POTandC.pdf>.

(ii) Second, by giving preference to the specific provisions of any applicable Solicitation/RFX.

(iii) Third, by giving preference to the specific provisions of the Contractor's Response, quote or proposal, including any modifications, accepted by GIT.

2. Intent of References to Bid Documents. The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the solicitation and the Contractor's Response. The failure of the parties to make reference to the terms of the solicitation or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the solicitation and the Contractor's Response. The contractual obligations of GIT cannot be implied from the Contractor's Response.

3. Compliance with the Law & Conflict of Interest. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Purchase Order. The provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of the Purchase Order.

4. Drug-free Workplace. The Contractor hereby certifies as follows:

(i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Purchase Order; and

(ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and

(iii) Contractor will secure from any subcontractor hired to work on any job assigned under the Purchase Order the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. Tobacco and Smoke-Free Campus Policy. Suppliers conducting work at any Georgia Tech location must comply with the University System of Georgia (USG) Board of Regents Policy 9.1.7 Tobacco and Smoke-Free Campus Policy and Georgia Smoke Free Air Act of 2005, Title 31 Chapter 12A. Georgia Tech is committed to providing a safe and amicable workplace for all employees. The goal of the policy is to preserve and improve the health, comfort and environment of students, employees and any persons occupying our campuses.

The use of all forms of tobacco products on property owned, leased, rented, in the possession of, or in any way used by the Georgia Tech. “Tobacco Products” are defined as cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes and any other smoking devices that use tobacco such as hookahs or simulate the use of tobacco such as electronic cigarettes.

Further, this policy prohibits any advertising, sale, or free sampling of tobacco products on GIT properties unless specifically stated for research purposes. This prohibition includes but is not limited to all areas indoors and outdoors, buildings and parking lots owned, leased, rented or otherwise used by the USG or its affiliates. The use of tobacco products is prohibited in all vehicles – private or public vehicles - located on USG properties.

This policy applies to all persons who enter the areas described above, including but not limited to students, faculty, staff, contractors and subcontractors, spectators, and visitors. All events hosted by a USG entity shall be tobacco-free. All events hosted by outside groups on behalf of the USG shall also be tobacco-free.

6. Amendments. The Purchase Order may be amended in writing by mutual consent of the parties. All amendments to the Purchase Order must be in writing and fully executed by duly authorized representatives of the parties.

7. Third Party Beneficiaries. There are no third-party beneficiaries to the Purchase Order. The Purchase Order is intended only to benefit GIT and the Contractor.

8. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with the Purchase Order without regard to the choice of law provisions of state law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Purchase Order, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State of Georgia.

9. Integration. The Purchase Order represents the entire agreement between the parties.

10. Notice. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Purchase Order on behalf of the party at the address identified in GIT Standard Purchase Order Form.

Each such notice shall be deemed to have been provided:

- (i) At the time it is actually received; or,
- (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.
- (iv) From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

11. Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation. In addition to any dispute resolution procedures otherwise required under this Purchase Order or any informal negotiations which may occur between the parties, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Purchase Order may be commenced without first giving fourteen (14) calendar days written notice to the other party of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either party may elect to submit the matter for mediation. Either party may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to GIT shall not exceed five thousand dollars (\$5,000.00).

- (i) All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et seq.

(ii) No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

12. Severability. If any provision of the Purchase Order is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Purchase Order. Further, if any provision of the Purchase Order is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Purchase Order shall not affect any other part of this Purchase Order, and the remainder of this Purchase Order shall continue to be of full force and effect.

13. Time is of the Essence. Time is of the essence with respect to the performance of the terms of the Purchase Order. Contractor shall ensure that all personnel providing goods and services to GIT are responsive to GIT's requirements and requests in all respects.

14. Debarred, Suspended and Ineligible Status. Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R Ch. 1 Subpart 9.4. Contractor will immediately notify GIT if Contractor is debarred by the State of Georgia or placed on the Consolidated List of Debarred, Suspended and Ineligible Contractors by a federal entity.

15. Use of Third Parties. Except as may be expressly agreed to in writing by GIT, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Purchase Order or any of the work subsequently assigned under this Purchase Order. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Purchase Order shall in any way relieve Contractor of any responsibility, obligation or liability under this Purchase Order and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Purchase Order shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of GIT. GIT shall have the right to request the removal of a subcontractor from the Purchase Order for good cause.

16. Headings or Captions. The paragraph headings or captions used in the Contract or Purchase Order are for identification purposes only and do not limit or construe the contents of the paragraphs.

17. Not a Joint Venture. Nothing in the Purchase Order shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived here from. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of GIT. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Purchase Order.

18. Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Purchase Order, and for any default of activities and obligations.

19. Supersedes Former Contracts or Agreements. Unless otherwise specified in the Purchase Order, this Purchase Order supersedes all prior Contracts or Agreements between GIT and the Contractor for the goods and services provided in connection with the Purchase Order.

20. Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in the Purchase Order shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

21. Authorization. The persons signing this Contract/Purchase Order represent to the other parties that:

(i) It has the right, power and authority to enter into and perform its obligations under the Purchase Order; and

(ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Purchase Order and it constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

22. Successors in Interest. All the terms, provisions, and conditions of the Contractor Purchase Order shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

23. Record Retention and Access. The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which

sufficiently and properly document and calculate all charges billed to GIT throughout the term of the Purchase Order for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of GIT, the State of Georgia or any authorized representative of GIT, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Purchase Order, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, GIT reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

24. Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Purchase Order upon an agreement or understanding for commission, percentage, brokerage or contingency.

25. Immunity from Liability. Every person who is a party to the Purchase Order (PO) is hereby notified and agrees that GIT is immune from liability and suit for or from Contractor's and/or subcontractors' activities involving third parties and arising from the PO.

26. Public Records. The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

27. Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Purchase Order are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify GIT of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

28. Taxes. GIT is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. GIT is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided GIT with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Purchase Order, which verification is incorporated herein by reference.

29. Certification Regarding Sales and Use Tax. By executing the Purchase Order the Contractor certifies it is either (a) registered with State of Georgia Department of Revenue, collects, and

remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a “retailer” as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that GIT may declare the Purchase Order void if the above certification is false. The Contractor also understands that fraudulent certification may result in GIT or its representative filing for damages for breach of contract.

30. Delay or Impossibility of Performance. Neither party shall be in default under the Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor’s conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

31. Limitation of Contractor’s Liability to GIT. Contractor’s liability to GIT under this PO shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this PO; provided, however, the provisions of this paragraph shall not apply to the indemnity obligations set forth in this PO or to claims for bodily injury (including but not limited to death), personal injury, damage to tangible property, or breach of obligations of confidentiality. Provided further, the provisions of this paragraph shall not operate or be construed to expose GIT or the State of Georgia to any liability in excess of any liability limit applicable to the State of Georgia pursuant to federal, state or local law, rule or regulation nor shall the provisions of this paragraph be deemed to obligate GIT or the State to indemnify Contractor for any cause of action any third party may assert.

Notwithstanding any other provision of this PO, neither party shall have liability to the other for incidental or consequential damages or for lost business profits arising out of this P.O.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to GIT's equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such GIT equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this Section shall limit or affect Contractor's liability arising from claims brought by any third party.

32. Counterparts. The parties agree that the Purchase Order has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

33. Further Assurances and Corrective Instruments. The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.

34. Rights to Materials. In the event the Purchase Order contemplates the production of printed and/or audio-visual items, all cuts, negatives, positives, artwork, plates, engravings and other materials or content, tangible or intangible, without limitation, furnished by GIT or otherwise used in or resulting from any the production of printed and/or audio-visual items, are and shall remain GIT's property and must be delivered to GIT with the items.

35. Assignment and Delegation. The Purchase Order may not be assigned, transferred or conveyed in whole or in part without the prior written consent of GIT. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

36. Use of Name or Intellectual Property. Contractor agrees it will not use GIT's name or trademarked properties, including any of its service marks, trade names, seals, symbols, designs, slogans, and logotypes, in any manner, including but not limited to commercial advertising or as a business reference, without the prior express written consent of GIT.

37. Waiver. No claim or right arising out of a breach of the Purchase Order can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver of renunciation is supported by consideration and is in writing signed by the aggrieved party.

38. Obligations Beyond Purchase Order Term. The Purchase Order shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Purchase Order. All obligations of the Contractor incurred or existing under the Purchase Order as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Purchase Order.

39. Transition Cooperation and Cooperation with other Contractors. Contractor agrees that upon termination of the Purchase Order for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to GIT or another contractor. The Contractor shall provide full disclosure to the State, GIT, and the third-party contractor about the equipment, software, or services required to perform services for GIT. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to GIT or to another contractor.

(i) Further, in the event that GIT has entered into or enters into agreements with other contractors for additional work related to services rendered under the Purchase Order/Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

40. EOE Statement. GIT is an Equal Opportunity Employer.

41. Boycott Nonparticipation Certification. Contractor hereby certifies that Contractor is not currently engaged in, and agrees for the duration of The Purchase Order not to engage in, a boycott of Israel as defined in O.C.G.A. 50-5-85(a)(1).

42. Electronic/facsimile transmission. If the Purchase Order is transmitted by facsimile machine, or by other means of electronic transmission, such transmission shall have the legal significance of a duly executed original delivered to the Purchase Order.

43. FAR/DFARS. Applicable when Solicitation or Purchase Order is in Support of a Government Contract. Federal Acquisition Regulations “FAR” and Defense Federal Acquisition Regulation Supplements “DFARS” are a set of regulations governing all acquisitions and contracting procedures in the Federal Government. When a solicitation or Purchase Order is in support of a government contract, applicable commercial provisions apply. For more details on the FAR/DFARS Clauses applicable to the Purchase Order go to:

<https://procurement.gatech.edu/FARCommProv.pdf>

44. GRANTS: Applicable when the Solicitation or Purchase Order is in support of a Federally Funded Grant. For more details on provisions for non-federal entity contract under federal awards go to:

<https://procurement.gatech.edu/FederallyFundedGrants.pdf>

45. Compliance with U.S. Sensitive Data and Government-Related Data Regulation. Throughout the term of this Purchase Order, it is Georgia Tech’s intention to comply with 28 C.F.R. Part 202 Access to U.S. Sensitive Personal Data and Government-Related Data by Countries of Concern or Covered Persons (the “**U.S. Sensitive Data and Government-Related Data Regulation**”) and any subsequent amendments thereto. The Contractor expressly represents and warrants that the Contractor is not a Covered Person, as defined herein. For the purposes of this Subsection T.45, a “**Covered Person**” has the meaning ascribed to it by the U.S. Sensitive Data and Government-Related Data Regulation and any subsequent amendments thereto. The Contractor further expressly represents and warrants that no officer, employee, agent, or subcontractor of Contractor, or any other individual or entity assigned and/or utilized to provide goods and/or services under this Purchase Order, has been, is, or will be a Covered Person. In furtherance of the representations and warranties made by the Contractor herein, the Contractor agrees to incorporate the same or similar terms as reflected in this Subsection T.45 in its contracts with its subcontractor(s) or any individual or entity assigned and/or utilized to provide goods and/or services under this Purchase Order to ensure that no access to certain data is inadvertently shared with a Covered Person(s).

The Contractor confirms that for this Purchase Order, the Contractor is in compliance with the U.S. Sensitive Data and Government-Related Data Regulation and any other prohibitions, restrictions or provisions applicable to this Purchase Order. Upon Georgia Tech’s request, the Contractor agrees to certify to Georgia Tech, in writing, the Contractor’s compliance with the U.S. Sensitive Data and Government-Related Data Regulation. The Contractor agrees to not

evade or avoid, cause a violation of, or attempt to violate any of the prohibitions set forth in Executive Order 14117 or the U.S. Sensitive Data and Government-Related Data Regulation.

The Contractor agrees to immediately notify Georgia Tech in writing in the event of the following, upon which, Georgia Tech reserves the right to terminate this Purchase Order as provided in Section H:

- (i) Any action or event which will cause, or has caused, the Contractor to cease to be in compliance with this Subsection T.45; or
- (ii) A change in the Contractor's status or any of the Contractor's employee(s), agent(s), or subcontractor(s) that will cause the Contractor, or any of the Contractor's employee(s), agent(s), or subcontractor(s) to be a Covered Person.

46. Sexual Harassment Prevention.

Georgia Tech promotes respect and dignity and does not tolerate sexual harassment in the workplace. Georgia Tech is committed to providing a workplace and environment free from sexual harassment for its students, faculty, and employees and for all persons who interact with the Institute. All Georgia Tech employees, faculty, temps, vendors, contractors are expected and required to interact with all persons including other employees, students, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, Georgia Tech maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, the University System of Georgia, their customers, and other contractors of Georgia Tech in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on Georgia Tech's premises or who regularly interact with Georgia Tech's personnel and students must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from Georgia Tech's premises, restricted access to Georgia Tech's premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by Georgia Tech.

- (i) If Contractor is an individual who is regularly on Georgia Tech's premises or who will regularly interact with Georgia Tech's personnel, faculty, or students, Contractor certifies that:
 - (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing Georgia Tech's premises and prior to interacting with Georgia Tech's students, faculty or employees; and on an annual basis thereafter; and,
 - (c) Upon request by Georgia Tech, Contractor will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Contractor has employees and subcontractors that are regularly on Georgia Tech's premises or who will regularly interact with Georgia Tech's students, faculty, personnel, Contractor certifies that:
 - (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing Georgia Tech's premises and prior to interacting with State employees; and on an annual basis thereafter; and

- (c) Upon request of Georgia Tech, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.