

UMUC PURCHASE ORDER TERMS AND CONDITIONS less than \$200K

1. **Maryland Law Prevails.** The laws of Maryland shall govern the interpretation and enforcement of this Purchase Order
2. **Contractor's Invoices.** Contractor agrees to include on the face of all invoices billed to the University, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations. If a Purchase Order document is issued, the Purchase Order Number must be included. Contractor shall send a separate invoice, in triplicate, for this purchase order.
3. **Compensation** Contractor shall be paid only for items or services that are specifically named in this purchase order. No additional costs for items or services will be paid by the University without its prior express written consent.
4. **Tax Exemption.** The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a contractor is required to furnish and install material in the construction or improvement of real property in performance of a purchase order, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.
5. **Payment of University Obligations** Payments to the Contractor pursuant to this Purchase Order shall be made no later than thirty (30) days after the University's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities as applicable, are prohibited.
6. **Changes.** This Purchase Order may be amended with the written consent of both parties. Amendments may not change significantly the scope of the Purchase Order
7. **Incorporation by Reference.** All terms and conditions of the solicitation (if applicable), and any changes thereto, are made a part of this purchase order.
8. **Specifications.** All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation (if applicable).
9. **Delivery.** Delivery shall be made in accordance with the solicitation specifications. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrance, from any cause whatsoever, during the progress of any portion of the work specified in this purchase order.
10. **Acceptance of Goods and/or Services** The materials listed in the bid or proposal shall be delivered FOB Destination to the point or points specified on this purchase order. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

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11. **Termination for Default.** When the Contractor has not performed or has unsatisfactorily performed the purchase order, payment shall be withheld at the discretion of the University. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the purchase order and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the University System of Maryland (USM) Procurement Policies and Procedures.
12. **Termination for Convenience.** The University may terminate this Purchase Order, in whole or in part, without showing cause upon prior written notice to the contractor specifying the extent and the effective date of the termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the University System of Maryland Procurement Policies and Procedures.
13. **Disputes.** This purchase order shall be subject to USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the purchase order in accordance with the procurement officer's decision.
14. **Multi-Year Purchase Orders.** If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this purchase order shall terminate automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
15. **Intellectual Property.** Contractor agrees to indemnify and save harmless the University, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this purchase order.
16. **Conflicting Terms.** Any proposal for terms in addition to or different from those set forth in this purchase order or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this purchase order is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this purchase order may not be waived.
17. **Retention of Records.** The Contractor shall retain and maintain all records and documents relating to this Purchase Order for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

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18. Equal Employment Opportunity If federally funded, the Contractor warrants that the contractor shall comply with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
19. Rights to Inventions Made Under a Purchase Order or Agreement If federally funded, any inventions created by the contractor in performance of this purchase order's experimental, developmental, or research work, if applicable, will become the property of the Federal Government and the University of Maryland in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Purchase Orders and Cooperative Agreements", and any implementing regulations issued by the awarding agency. With respect to any subject invention in which the Contractor retains title, the Federal Government and the University shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice on behalf of the United States the subject invention throughout the world.
20. Contract Work Hours and Safety Act. If federally funded and the order involves the employment of mechanics or laborers, the contractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standard Act (40 USC 327-333) as supplemented by Dept. of Labor regulations (29 CFR part 5).
21. Confidentiality: The selected contractor may have access to, may obtain, or be given confidential information, including without limitation information concerning the University's business strategies, political and legislative affairs, students, faculty, employees, vendors, contractors, student records or student financial information, customer lists, finances, properties, methods of operation, computer and telecommunication systems, and software and documentation. Certain confidential information may be protected under the Family Educational Rights and Privacy Act ("FERPA"), the Gramm-Leach-Bliley Act, and the Maryland Public Information Act. The selected firm must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the University's and borrower's confidential information. The Contractor further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA
22. Certification regarding investments in Iran: The contractor certifies that, in accordance with State Finance & Procurement Article, §17-705:
 - (i) it is not identified on the list created by the Board of Public Works at <http://bpw.maryland.gov/publications/2013-iai-list.pdf> as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
 - (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.
23. Indemnification: The University shall not assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the performance or operation of this agreement.
24. Ethics. This Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any UMUC employee in connection with this procurement.