

THE UNIVERSITY OF CHICAGO

Supplement to Purchase Order (The term "Purchase Order" below refers to this Agreement; the term "Buyer" refers to The University of Chicago; and the term "Seller" refers to the Contractor or Consultant, as applicable.)

1. Acknowledgments. Acceptance of this Purchase Order must be in accordance with and strictly limited to the Terms and Conditions contained herein. An attempted acknowledgment or acceptance which contains provisions conflicting or additional to the Terms and Conditions herein set forth or which varies any term or condition shall have no force or effect. Performance by the Seller without an effective acknowledgment shall be deemed to be performance in accordance with the Terms and Conditions of this Purchase Order.
2. Invoices. Render a separate invoice for each Purchase Order. All items on invoice must conform to item numbers shown on this Purchase Order. Invoice must show Buyer's Purchase Order number. If the name of Seller on the invoice will be other than that shown on the face of this Purchase Order, both names must be indicated on the invoice. Failure to do this can result in delayed payment. MAIL INVOICE (S) AND STATEMENTS TO: THE UNIVERSITY OF CHICAGO, FS Accounts Payable, 5555 South Ellis Avenue, 3rd Floor, Chicago, IL 60637.
3. F.O.B. Point. F.O.B. DESTINATION, The University of Chicago, "Freight Prepaid", unless otherwise shown on Purchase Order.
4. Discount Period. When applicable, will start from date of acceptable invoice or receipt of material whichever is later.
5. Interest Charged on Invoices. Interest charges referenced on an invoice will not be accepted by the Buyer.
6. Labeling of Packages. All packages should be marked as per "DELIVER TO" instructions, and showing Purchase Order number.
7. Federal Government Contract Numbers. When a Federal Government contract number is shown on the face of this Purchase Order, the purchase is being made under a contract with the U.S. Government, and certain provisions of that contract may apply to this Purchase Order. A copy of the contract provisions may be reviewed at the Office of Research Administration, 970 East 58th Street, 3rd Floor, Chicago, Illinois 60637.
8. Title and Delivery. Title to goods shall pass to the Buyer upon delivery to the F.O.B. point. Risk of loss of any goods shall pass to the Buyer upon delivery to the Buyer. Deliveries shall be made in accordance with the written order of the Buyer or as stated in the Purchase Order at the times and places and in the amounts specified. Receipt of any early or late deliveries shall not constitute a waiver of any of the rights of the Buyer under this Purchase Order. Deliveries before or after the specified date may be made only with the prior written approval of the Buyer.
9. Inspection and Acceptance.
 - a) The work called for by this Purchase Order together with that portion of the Seller's plant devoted thereto and all materials (which term throughout these Terms and Conditions includes without limitation, raw materials, components, intermediate assemblies and end products) shall at all reasonable times and to the extent practicable be subject to inspection and test by Buyer. If any inspection or test is made by the Buyer on the premises of the Seller, the Seller shall provide all reasonable facilities and assistance for the safety and convenience of the Buyer.
 - b) If materials or work are found to be defective, Seller shall promptly repair or replace such materials or work at the Seller's expense and risk. Upon authorization by the Seller, or if the Seller is unable, refuses or does not proceed promptly with such repair or replacement, the Buyer may by contract or otherwise, on the Buyer's premises or elsewhere repair or replace such defective materials or work and assess the Seller the excess cost occasioned by the Buyer thereby.
 - c) Regardless of the form or content of any receipt given the Seller at the time of delivery, and despite any payment which may have been made thereunder, all goods delivered shall be subject to final inspection by the Buyer following delivery to the Buyer at destination. In the event of rejection, the Seller shall be responsible for the quick removal of the rejected property within a reasonable time after receiving notification of rejection and shall bear all risks and loss after such notification.
 - d) Acceptance of all property and services ordered hereunder shall be effected by the Buyer within a reasonable time after delivery. Except as otherwise provided for in this Purchase Order, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
10. Termination for Cause. The Buyer may terminate this Purchase Order, in whole or in part, in the event that Seller fails or refuses to deliver any of the materials and supplies specified in the Purchase Order within the time provided (except as set forth under the Delays article), or otherwise violates any of the conditions of this Purchase Order, or if it becomes evident that Seller is not conducting the work in accordance with the specifications or with diligence so as to permit delivery on or before the specified delivery date, and in either of the latter two events does not cure such failure within a period of ten days (or such longer period as the Buyer may authorize in writing) after receipt of notice from the Buyer specifying such failure. The Buyer may withdraw from the Seller those completed parts that are acceptable and instruct others of its choosing to complete the work and the Buyer may cancel this Purchase Order, but such withdrawal of completed work and cancellation shall not constitute a waiver of the Buyer's rights to damages arising from such default. Seller shall be liable for any excess cost occasioned the Buyer by reason of the Seller's breach.
11. Delays. Delays in delivery beyond the time specified in this Purchase Order due to causes beyond the control and without the fault or negligence of Seller may be excused by the Buyer if Seller notifies the Buyer in writing of the cause of such delay within a reasonable time from the beginning thereof. When such excuse is given, the Buyer, by written notice to the Seller, will extend the time for performance by such period of time as the Buyer determines to be commensurate within the period of delay.
12. Warranties. Unless otherwise agreed to in writing by the parties, Seller warrants that a) all workmanship shall be first class; b) the goods purchased will be supplied according to specifications; and c) except as otherwise provided in the specifications, all goods incorporated in the work shall be new and of the most suitable grade of their respective kinds for the purpose. Such warranties together with Seller's service warranties and guarantees, if any, shall survive inspection tests, acceptance of and payment for the goods and shall run to Buyer, its successors and assigns. The Seller shall, within a reasonable time after receipt of written notice thereof, make good at its own expense and without cost to the Buyer any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after delivery unless a different warranty period is provided in this Purchase Order. Buyer, may at its option, either return for credit or require prompt correction or replacement of any defective or nonconforming good or part thereof. If Seller is unable to or refuses to promptly correct or replace such defective or nonconforming good or part thereof, Buyer, may, by contract or otherwise, repair or replace such work or materials and assess Seller the excess cost occasioned the Buyer thereby. The one year warranty shall not operate to reduce the statutory period of limitations for suit for breach of contract nor is it intended to limit or eliminate any legal remedy, statutory or otherwise.
13. Termination for Convenience. The Buyer reserves the right to terminate this Purchase Order in whole or in part for its convenience by written notice to the Seller. If the Purchase Order is so terminated, the Buyer shall make an equitable adjustment in the purchase price to compensate Seller for all reasonable costs incurred by Seller in connection with said Purchase Order plus a reasonable profit with respect to all necessary work performed by Seller to the date it received notice for such termination.
14. Changes. The Buyer may at any time, by written order, and without notice to its sureties, if any, make changes, within the general scope of this Purchase Order, in any one or more of the following: a) drawings, designs, or specifications; b) method of shipment or packing; and c) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this Purchase Order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly. Any claim made by the Seller for adjustment under this article must be asserted within thirty (30) days from the date of receipt by the Seller of the notification of changes, provided, however, that the Buyer, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Purchase Order. However, nothing in this article, shall excuse the Seller from proceeding with the Purchase Order changed. Except as otherwise provided herein no payment for extra work shall be made unless such extras and the price thereof have been authorized in writing by the Buyer.
15. Notice and Assistance Regarding Patent and Copyright Infringement. The Seller shall report to the Buyer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Purchase Order of which the Seller has

knowledge. In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this Purchase Order or out of the use of any supplies furnished or work or services performed hereunder, the Seller shall furnish to the Buyer for transmittal to the Government when requested by the Buyer, all evidence and information in possession of the Seller pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Seller has agreed to indemnify the Government.

16. **Patent Indemnity.** The Seller shall indemnify the Buyer and the Government, their officers, agents, and employees against liability, including costs for infringement of U.S. Letters Patent resulting from the Seller's: a) furnishing or supplying standard parts or components which have been sold or offered for sale to the public on the commercial open market; or b) utilizing its normal practices or methods which normally are or have been used in providing goods and services in the commercial open market, in the performance of the Purchase Order; or c) utilizing any parts, components, practices, or methods to the extent to which the Seller has secured indemnification from liability. The foregoing indemnity shall not apply unless the Seller shall have been informed as soon as practicable by the Buyer or the Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof, and further, such indemnity shall not apply to a claimed infringement which is settled without the consent of the Seller, unless required by final decree of a court of competent jurisdiction or to an infringement resulting from addition to or change in such supplies or components furnished or construction work performed for which addition or change was made subsequent to delivery or performance by the Seller.
17. **Examination of Records.** The Seller agrees that the Buyer, the Federal sponsoring agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the Seller, involving transactions related to this Purchase Order. The term "Purchase Order" as used in this article excludes a) Purchase Orders not exceeding \$25,000; and b) subcontracts or Purchase Orders for public utility services at rates established for uniform applicability to the general public.
18. **Assignment.** The Buyer may at any time assign this Purchase Order or any of its rights hereunder to the United States Government. Neither this Purchase Order nor any payments, claims, or interests thereunder are assignable or transferable by Seller without Buyer's written approval.
19. **NON-DISCRIMINATION.** By acceptance of this order Seller certifies that it will comply with all applicable provisions of E.O. 11246 and E.O. 11375, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1974; E.O. 11701; the Rehabilitation Act of 1973; E.O. 11758; and the rules, regulations and relevant orders of the Secretary of Labor.
20. **Contract Work Hours and Safety Standards Act.** (Applies only where the Purchase Order has a federal contract number, it is for more than \$100,000, and it is not for goods available in the open market.)
 - a) **Overtime Requirements.** Neither the Seller nor any subcontractor contracting for any part of the work under this Purchase Order which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic, in any workweek in which he is employed on such work, to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.
 - b) **Working Conditions.** If this Purchase Order involves construction work, neither the Seller nor any subcontractor contracting for any part of the work under this Purchase Order shall require any laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
 - c) **Subcontracts.** The Seller shall insert paragraphs a) through c) of this article in all subcontracts, and shall require their inclusion in all subcontractor contracts of any tier subject to the Act.
21. **Clean Air and Water.** If this Purchase Order exceeds \$100,000, or orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413 (c) (1)) or the Clean Water Act (33 U.S.C. 1319 (c)) and is listed by EPA as a violating facility, or the Purchase Order is not otherwise exempt, the Seller agrees as follows:
 - a) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 7414, et seq., as amended) and section 308 of the Clean Water Act (33 U.S.C. 1318, et seq., as amended), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Clean Air Act and the Clean Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this Purchase Order.
 - b) That no portion of the work required by this Purchase Order will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Purchase Order was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
 - c) To use best efforts to comply with clean air standards and clean water standards at the facilities in which the Purchase Order is being performed.
 - d) To insert the substance of the provisions of this article in any nonexempt subcontract, including this paragraph d).
22. **Labor Standards For Construction Work.** (Applies only where the Purchase Order has a federal contract number, the terms of that contract make federal construction labor standards applicable, and the work involves construction labor in excess of \$2000.) The Seller shall follow the terms of the Davis-Bacon Act, Copeland Anti-Kickback Act and related laws and Department of Labor regulations respecting construction labor. These Acts, among other things, require contractors to pay laborers and mechanics wages at rates not less than prevailing wages as determined by the U. S. Department of Labor, and prohibit inducing any employee to give up any part of the compensation to which the employee is entitled
23. **Bonding and Insurance.** For construction or facilities improvements Purchase Orders or contracts exceeding \$100,000 the Seller shall maintain a performance bond for 100 percent of the contract price, and a payment bond for 100 percent of the contract price. These bonds shall be obtained from companies holding certificates of authority as acceptable sureties.
24. **Byrd Anti-lobbying Amendment.** If any portion of this Purchase Order is federally funded, and the amount is in excess of \$100,000, the contractor shall file all required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This Amendment requires each contractor or subcontractor to certify that it will not and 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 31 U.S.C. 1352, and shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
25. **Debarment and Suspension.** In acceptance of this Purchase Order and its fulfillment the Seller hereby certifies that Seller is not currently a listed vendor in the Federal General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Presidential Executive Orders 12549 and 12689, "Debarment and Suspension".
26. **Employee Notice.** "To the extent applicable to contracts, subcontracts or purchase orders involving federal funds in excess of \$100,000, the provisions of 29 CFR 470 (Obligations of Federal Contractors and Subcontractors; Notice of Employee Rights Concerning Payment of Union Dues or Fees) are hereby incorporated by this reference."