

THE FOLLOWING PAYMENT AND OTHER TERMS ARE MADE PART OF THE PURCHASE ORDER

1. The University of Central Florida (University) shall only pay invoices, not statements. Vendors must display the applicable purchase order number on the face of each of Vendor's invoices to the University. The University will not be responsible for any goods or services delivered without a properly completed University purchase order provided in writing by a duly authorized University signatory or designee. If Vendor's invoice lists any freight or cartage charges, such invoice must attach all of Vendor's receipted transportation bills. Vendor's changes to this Purchase Order are not binding on University unless made in legible writing that is then signed by an attorney in the UCF General Counsel's Office and an authorized UCF signatory. Vendor shall return this Purchase Order to University's Purchasing Department at once with a written explanation if it is not acceptable in its entirety.
2. University's discount period and the payment process do not commence until after University has accepted the ordered items and received correct invoices, whichever is later, unless the University's purchase order, bid specifications, or contract expressly specifies otherwise. Otherwise, the University has ten (10) working days after its actual receipt of ordered goods or services to inspect and approve/disapprove the goods and/or services. Upon completion of its receipt, inspection, and approval of ordered goods and/or services, University has thirty (30) days from the start date detailed above, to create a payment to the Vendor. The payment process will not begin, until University receives a properly completed invoice. UCF Finance and Accounting has established a Vendor Ombudsman who acts as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The Vendor Ombudsman may be contacted at (407) 882-1000.
3. Delivery is to be made to "Ship To" location shown on the face of this Purchase Order. When delivery is specified to a location other than University's Central Receiving, Vendor shall direct its carrier to telephone the receiving department before unloading. Delivery of all shipments shall occur between 9:00 a.m. and 4:00 p.m., Mondays through Fridays only, except on State of Florida or U.S. holidays. Indicated on the face of this Purchase Order is the "Delivery Desired By" date. Failure to make delivery by or before "Delivery Desired By" constitutes cause for cancellation by the University. The University of Central Florida is committed to sustainable practices. Palletized shipments should not exceed 1500 pounds per pallet and when possible, should be shipped on a 40" x 48" pallet. Vendors shall include a packing list showing contents of shipment if shipment is made in two or more containers. No boxing, packing, installation, assembly, or similar charges (not included in the item price) will be allowed unless expressly and specifically authorized in writing by University on the face of this Purchase Order. The risk of loss or damage to leased equipment, goods, or property shall not transfer to University except as expressly provided in Florida Statutes Section 680.219.
4. Vendor shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Vendor, its employees, its agents or of others under Vendor's control and supervision. If any part of a delivery to the University pursuant to this Purchase Order is protected by any patent, copyright, trademark, other intellectual property right or other right, Vendor also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.
5. For all purchase orders of \$10,000 or below, Vendor will have and maintain, at its sole expense, for the duration of this Agreement, the types and amounts of insurance that at a minimum cover the Vendor's (or subcontractor's) exposure in performing this Purchase Order. For all purchase orders that exceed \$10,000 (i.e. \$10,000.01 and up) and/or all purchase orders that require a UCF SAFE Form, Vendor will have and maintain general liability insurance of one (1) million dollars and Vendor shall send a copy of Vendor's insurance certificate (prior to commencement of Vendor's performance or delivery hereunder) to the following address by email, fax or mail:

e-mail: ehs@ucf.edu; Fax: 407-823-0146
Mail: University of Central Florida
EHS Risk Management
PO Box 163500
Orlando FL 32816-3500

DO NOT SEND CERTIFICATES TO THE UCF PURCHASING DEPARTMENT

The Vendor shall name UCF and its Board of Trustees as additional insured to Vendor's general liability insurance for the duration of this Agreement. UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the Vendor in writing in those particular circumstances. Unless UCF notifies a Vendor in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Vendor.

In addition to the general liability insurance required above, Vendor shall also provide, at its sole expense, for the duration of this Agreement, worker's compensation insurance and employer's liability insurance in accordance with Chapter 440, Florida Statutes and all other applicable laws and regulations, that a minimum cover the Vendor's (or subcontractor's) exposure in performing this Agreement. The insurance policies required by this Section 37 shall cover all employees engaged in any work as part of this Agreement. If Vendor operates any vehicles as part of performing this Agreement, Vendor shall also have and maintain, at its sole expense, for the duration of this Agreement, adequate automobile liability insurance that covers the Vendor's (or subcontractor's) exposure in performing this Agreement.

6. University assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of University and its officers, employees, servants, and agents thereof while acting within the scope of their employment by University. University warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by University. University and Vendor further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
7. The University and Vendor must comply with all applicable provisions of: (i) the Vietnam Era Veterans Readjustment Act of 1974; (ii) the Rehabilitation Act of 1973; (iii) Executive Order 11246, as amended; and, (iv) the rules, regulations, and relevant orders of the U.S. Secretary of Labor. **This Contractor/Vendor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
8. In the event of a conflict or inconsistency between this Purchase Order and the provisions of attached documents, the order of priority is: the finalized contract that has been reviewed and approved by the UCF General Counsel's Office and signed by an authorized University signatory; the University's ITB/ITN (if applicable); this Purchase Order; any other documents executed by University's duly authorized signatory.
9. Any work specifically created for the University by an outside party (this includes Vendor and/or anyone acting on Vendor's behalf – hereinafter "Creating Party") under this Purchase Order shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Creating Party who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University. The University shall own all right, title and interest in the Materials. The Creating Party agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Creating Party bears all risks of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Creating Party's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Creating Party's services hereunder, the Creating Party must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials. The Creating Party hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Creating Party is free and has full right to enter into this P.O. and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments. The Creating Party agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Creating Party, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Creating Party's agreements or representations and warranties herein.
10. This Purchase Order and any attachments and addenda hereto are subject to and governed by Florida laws including, without limitation, Section 768.28 and Chapter 119 Florida Statutes, which are incorporated by reference into this Purchase Order and its terms. Venue for any action arising hereunder shall be in Orange County, Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with University, unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer, and approved in accordance with applicable University policies or rules. Neither party shall be required to perform under this Purchase Order or any attachments or addenda hereto executed by University's duly authorized signatory when such performance is delayed or prevented by any cause beyond the party's or parties' control. This Purchase Order and any attachments and addenda hereto executed by University's duly authorized signatory may not be altered, amended, or assigned without the prior written agreement of all the parties.
11. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407)823-2482, gcounsel@ucf.edu, University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.**

PUBLIC RECORDS, CONTRACT FOR SERVICES

To the extent that Contractor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

12. The University's performance and obligations under this Purchase Order are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.
13. Under no circumstances shall the Vendor assign to a third party any right or obligation of the Vendor pursuant to this Purchase Order without the prior written consent of the University. No failure or delay by University to insist on the strict performance of any term of this Purchase Order, or to exercise any right or remedy consequent to any breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term.
14. Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party. Nothing contained in this Purchase Order shall be construed to create a joint venture, partnership, or other like relationship between the parties.
15. Export Control: The University and Vendor will comply with all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, and all embargoes and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC). The University will only take receipt of export-controlled material, item, article, information, technical data or source code by specific agreement with the Vendor. The Vendor agrees, prior to providing or disclosing any material, item, article, information, technical data or source code that is subject to export controls under federal law, to notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information, and (b) any task requiring receipt of such information. The Vendor understands and agrees that to the extent Vendor's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate government approval.
16. Warranties: Any Vendor or manufacturer warranties that apply to any goods and/or services furnished pursuant to this Purchase Order shall apply in accordance with the Vendor's or manufacturer's terms of warranty, as applicable.
17. Risk of Loss: Risk of loss for anything provided by Vendor to the University shall transfer upon receipt by the University at University's location.

18. In accordance with the opinion of the Florida Attorney General, the University is not allowed to grant vendors any security interest or lien in anything provided to the University and therefore vendors are not permitted to retain any security interest or lien in any goods furnished to the University and any security interest or lien attempted will be null and void.
19. There shall be no limitation of liability for Vendor in conjunction with Vendor's goods and/or services furnished under this Purchase Order.
20. The University does not waive any claims arising out or in any way associated with this transaction and/or the goods or services furnished pursuant to this Purchase Order nor does the University waive any other rights and/or privileges of any kind whatsoever.
21. Any terms requiring University to indemnify Vendor and/or any third party are hereby expressly rejected and shall be null and void and any terms requiring University to carry insurance that exceeds or conflicts with the University's standard insurance policies are hereby also expressly rejected and shall also be null and void.
22. The University shall have the right to unilaterally terminate the contract with the Vendor without cause upon 30 days' prior written notice to Vendor.
23. Smoke-Free Policy: The University prohibits smoking on all university owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its faculty, staff, students, and visitors. Visit <http://www.ucf.edu/smokefree> for additional information.

THE VENDOR AGREES THAT ANY DELIVERY MADE BECAUSE OF THIS PURCHASE ORDER SHALL INDICATE HIS/HER ACKNOWLEDGMENT OF THIS ORDER AND ACCEPTANCE OF ALL TERMS AND CONDITIONS EXACTLY AS WRITTEN HEREIN.