

University of Iowa

Standard Terms and Conditions

These terms and conditions cannot be changed without prior written consent of both parties.

Notwithstanding anything to the contrary in other agreements between the parties, the laws of the State of Iowa shall apply in all disputes.

1. **Assignment.** All obligations hereunder, including monies due and owing, shall not be assigned to a third party without the prior written consent of both parties hereto.
2. **Warranties.** Contractor expressly warrants that all goods supplied hereunder shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.
3. **Taxes.** The University of Iowa (“University”) is exempt from payment of all Federal or State taxes. Exemption Certificates will be furnished upon request.
4. **Certification regarding sales and use tax.** By executing this Contract the Contractor certifies it is either (a) registered with the Iowa Department of Revenue and collects and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (b) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsection 423.1. The Contractor also acknowledges that the University may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the University or its representative filing for damages for breach of contract.
5. **Laws.** Terms and provisions of this Contract shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this proposal or agreement resulting from this proposal shall be instituted in the appropriate courts of the State of Iowa. Any Vendor terms incorporated into this [Purchase Order or Supplier Contract] are modified as required by Iowa Code §8A.311C and §8A.311D.
6. **Independent contractors.** It is expressly understood that Contractor is an independent contractor and not the agent or employee of the University or any other agency of the State of Iowa. Contractor is not entitled to tax withholding, workers’ compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall not have the authority to enter into any contract to bind the University and shall not represent to anyone that Contractor has such authority.
7. **Gratuities.** The laws of the State of Iowa provide that, under certain circumstances, it is a criminal offense to offer, promise or give anything of value or benefit to a state employee with the intent to influence that employee’s acts, opinion, judgment, or exercise of discretion with respect to that employee’s duties. See Iowa Code §§68B.22, .34. Evidence of violation of this statute will be turned over to the proper prosecuting attorney.
8. **Targeted small business.** The University is committed to the development of Targeted Small Business, a State of Iowa program. If subcontracting is necessary, the Contractor will make every effort to use Targeted Small Businesses in the performance of this Contract. A report will be required at the completion of the Contract indicating the extent of Targeted Small Business participation.
9. **Remedies upon default.** In any case where the Contractor has failed to deliver products or services or has delivered non-conforming products or services, the University shall provide a 10-day right to cure notice. The University may, within its sole discretion, accept or reject any or all proposed cure actions. If

after reasonable notice the Contractor continues to be in default, the University may, within its sole discretion, terminate the Contract without any further obligation and procure substitute services from another source and charge the difference between the contracted price and the market price to the defaulting Contractor.

10. **Contractor rights assignments-antitrust claims.** For good cause and as consideration for executing this Contract, Contractor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title, and interest in and to all causes of action it may now hold or hereafter acquire under the anti-trust laws of the United States and the State of Iowa relating to the subject of this Contract.
11. **Insurance.** Without limiting any liability or any other obligation of the Contractor, Contractor shall purchase and maintain such insurance at Contractor's sole cost, which will protect Contractor from claims set forth below which may arise out of Contractor's activities (operations or completed operations, products or services) whether such activities are by the Contractor or Contractor's partners, directors, officers, employees, licensees, agents or subcontractors. Coverage shall be placed with an insurance provider(s) that is subject to university approval. Such insurance coverage must be maintained until all obligations under the Contract are satisfied.
- 11.1. Applicable Workers Compensation insurance to cover liability imposed by Federal and State statutes having jurisdiction over Contractor's employees engaged in the performance of the Contractor's service. Employer's Liability insurance of no less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each employee and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident.
- 11.2. Commercial General Liability insurance with a minimum limit of ONE MILLION DOLLARS (\$1,000,000) per occurrence. This policy shall include coverage for bodily injury and property damage, including completed operations, personal injury, coverage for contractual employees, blanket contractual and products and completed operations. Policy shall contain a severability of interests provision.
- 11.3. Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) with respect to Contractor's owned, non-owned, hired, or borrowed vehicles, assigned to, or used in performance of this contract.
- 11.4. Umbrella Liability insurance with a minimum limit of ONE MILLION DOLLARS (\$1,000,000) per occurrence and shall apply to all underlying and primary liability coverages required above.
- 11.5. Errors and Omissions / Professional Services Liability/ Cyber Liability insurance with a minimum limit of ONE MILLION DOLLARS (\$1,000,000) per claim. The policy shall include coverage for contingent bodily injury liability.
- 11.6. The Commercial General Liability, Commercial Automobile Liability, and Umbrella Liability policies required herein shall be endorsed to include as additional insureds the State of Iowa; University of Iowa; Iowa Board of Regents, their agents, officers, and employees.
- 11.7. Contractor and its insurers providing the required coverages shall waive all rights of subrogation or recovery against the State of Iowa; University of Iowa; Iowa Board of Regents, their agents, officers, and employees.

- 11.8. All required insurance policies shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the State of Iowa, with an A.M. Best's rating of A-, VII or better. These policies shall be primary coverage. Certificates shall specify name of the project and provide that no less than thirty (30) days' notice of non-renewal, cancellation, or material change shall be given to the University.
- 11.9. Certificates of Insurance should be provided upon request. Certificates shall show the waiver of subrogation and thirty (30) days' notice for canceled or non-renewed policies.
- 11.10. Failure on the part of the Contractor to procure or maintain required insurance shall constitute a material breach of contract upon which The University may immediately terminate this Contract, or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all moneys so paid by The University shall be repaid by the Contractor to The University upon demand, or The University may offset the cost of the premiums against any moneys due to Contractor.
- 11.11. The University reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements.
- 11.12. The University reserves the right to waive or reduce the insurance requirements at the University's sole discretion.
- 11.13. Certification forms must include the appropriate University Contract ID on the face of each Certificate submitted to the University.
12. **University records.** The Contractor shall not remove any records from the University, whether in electronic media, paper documents, microfiche, microfilm, or any other format.
13. **Indemnification.** Contractor agrees to indemnify and hold harmless the University, the State of Iowa, and the Iowa Board of Regents and their agents and employees from and against all claims or losses including reasonable attorneys' fees, arising out of or resulting from the negligence or omissions of the Contractor, its partners, directors, officers, employees, licensees, subcontractors or agents, in the provision of products and services under this Contract.
14. **Guarantee.** In filling this order, Contractor warrants and guarantees to University that the articles 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; and the Anti-Kickback Act of 1986.
15. **Hazardous materials.** All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable Federal and State regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29 CFR 1910.1200, and Iowa Administrative Code, Chapter 661-22.1.
16. **Nondiscrimination.** Contractor is subject to and must comply with provisions of the Iowa Board of Regents Equal Opportunity Policy, 681 IAC 7.1, and applicable state and federal anti-discrimination laws, including the requirements set forth in 41 C.F.R. Section 60-1.4(b), which is incorporated herein by reference.
17. **Public records.** The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

18. **Clean Air Act and Water certification.** Contractor certifies that its facility(-ies) is(are) not on the Environmental Protection Agency (EPA) List of violating Facilities. Contractor will immediately notify University's Purchasing Department 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.
19. **Debarred, suspended, and ineligible status.** Contractor certifies that neither it nor its principals have been debarred, suspended, proposed for debarment, or declared ineligible as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify University's Purchasing Department if Contractor if it becomes subject to any debarment or suspension actions or proposed actions or is placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors.
20. **Use of name or intellectual property.** Contractor agrees it will not use the name or intellectual property, including but not limited to, University word marks, trademarks, logos, mascots, and/or symbols in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of an authorized representative of the University.
21. **University of Iowa contractor statements of aspiration.** The University has a deep respect for the intrinsic value of each human being, and a steadfast commitment to promoting and protecting human rights on its Iowa City campus, in its surrounding community, and beyond. For this reason, the University shall aspire to engage in business practices that effect positive change in human working conditions domestically and abroad.
22. **Code of Fair Practice.** The Contractor shall comply with the University of Iowa's Code of Fair Practice. Iowa Policy Manual, II, Chapter 1. <https://opsmanual.uiowa.edu/community-policies/codefair-practices>. In the event of the Contractor's noncompliance with this Policy or with any related federal or state regulations, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the Iowa Board of Regents.
23. **Conflict of Interest.** Should Contractor be a paid employee of the University or of any other Iowa Regent Institution or State of Iowa Agency, Contractor will be considered a "conflict of interest vendor." In addition, should any individual who is a paid employee of the University or of any other Regent institution or State of Iowa Agency, also be a partner in Contractor's firm or own five percent (5%) or more of Contractor's corporate stock or receive consulting payments, a conflict of interest exists. Whenever Contractor represents a conflict of interest or whenever there is a disclosure or indication of a conflict of interest, Contractor must have approval by the Director of Purchasing prior to transacting business with the University. Contact the Purchasing Department at (319) 335-3815 for further information and do not sign this Contract, until express approval has been given by the Purchasing Department. In addition, the Office of Management and Budget (OMB) Circular A- 110 imposes additional requirements on federally funded projects. See 2 CFR Part 200.
24. **Export control.** Contractor acknowledges that a foreign national(s) may use the device/technology/and or data you propose, at the University. Contractor shall 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, as well as regulations administered by the Office of Foreign Assets Control (OFAC) in the performance of this Contract.

Prior to disclosing or transferring to University any hardware, technical data, software or product utilizing any such data which is subject to export controls under federal law, Contractor shall notify the University in writing of the nature and extent of the export control. The University shall have the right to

decline any such technical data or product utilizing such data. In the event Contractor sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate this Contract.

25. **Compliance with the law.** The Contractor, its partners, directors, officers, employees, licensees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Contractor, its partners, directors, officers, employees, licensees, agents, and subcontractors shall also comply with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. The Contractor may be required to submit its affirmative action program to the State of Iowa Department of Management to comply with the requirements of 11 IAC 121.1.
26. **Governing law.** This Contract shall be governed by and construed under the laws of the State of Iowa which shall also be the venue for any disputes arising hereunder.
27. **Most favored nation.** The Contractor represents that the terms, conditions, and prices established under the Contract are equal to or better than those offered to other institutions, comparable universities, teaching hospitals, colleges, and/or community colleges. If during the term of the Contract, the selected Contractor offers more favorable terms, conditions or prices to another institution, comparable university, teaching hospital, college, and/or community college, the selected Contractor agrees to notify the University. The Contract resulting from this Request for Proposal shall be amended to reflect the more favorable terms, conditions, or prices.
28. **Discounts and/or free products.** To the extent necessary, Contractor shall assist University in complying with any reporting requirements of 42 C.F.R. §1001.952(h), regarding “safe harbor” protection for discounts under the Anti- Kickback Statute. Contractor shall disclose to University on each invoice, or as otherwise agreed in writing, the amount of any discount or rebate. The statement shall inform University, as appropriate of the amount of any discount or rebate. Contractor and University acknowledge that this Contract is intended to comply with all relevant federal, state and local statutes, regulations, and rules applicable to the subject matter of this Contract, including, but not limited to the Anti-Kickback Statute (42 U.S.C. § 1320a-7b, as amended) and the Discount Safe-Harbor (42 C.F.R. § 1001.952(h), as amended).
29. **Federal compliance.** All contracts, including small purchases, awarded by Contractor and its contractors shall contain the procurement provisions as outlined in the University of Iowa Terms and Conditions section 29 which are located at <https://ap-purchasing.fo.uiowa.edu/terms>.
- 29.1. **Equal Employment Opportunity (2 CFR 215.48)** - All contracts shall contain a provision requiring compliance with 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 29.2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall Include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

- 29.3. **Davis-Bacon Act, as amended (40 U.S.C. 3701 to 3708)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. This does not apply to Federal disaster funding unless otherwise specified by local regulations.
- 29.4. **Contract Work Hours and Safety Standards Act (40 U.S.C 3701 to 3708)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 to 3708), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 3704 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 29.5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with any resulting invention In accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 29.6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended** - Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 29.7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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. Each tier shall

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- 29.8. **Debarment and Suspension (E.O.s 12549 and 12689)** - Contractor represents and warrants that it is not listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that Implement E.O.s 12549) and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.
- 29.9. **Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)** - This Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- 29.10. **Vietnam-era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA), (38 U.S.C. 4212)** - This Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- 29.11. **FAR Employment Eligibility Verification (48 CFR 52.222-54)** - This Contract may involve funding subject to Federal Acquisitions Regulations (FAR) Employment Eligibility Verification clauses. If applicable, Contractor agrees to comply with all terms and conditions of the FAR 52.222-54 (48 CFR 52.22254).

If an order is placed under federal contract funding, it is subject to applicable Federal Acquisitions Regulation (FAR) clauses of the prime contract. In addition, if federal funds through a contract from the Department of Defense (DFAR) or National Aeronautic and Space Administration (NASA) are involved, the supplemental clauses of these agencies will apply. These provisions are available on the following websites.

These clauses may have applicability only when a Purchase Order is at, or in excess of, a certain dollar threshold. Contractor agrees to comply with any applicable supplemental clauses required by the federal funding agency.

30. **Accessible technology.** Technology provided to the University shall comply with World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.1 AA and Revised Section 508 Standards for accessibility for persons with disabilities. Technology includes, but is not limited to, software, hardware, web applications, web pages, websites, and nonweb technologies. The University reserves the right to request that the Contractor provide acceptable audit and/or test results that document the technology's compliance and the testing methodology utilized. If the technology provided by Contractor does not meet WCAG 2.1 AA and Revised Section 508 standards, the University may demand that the Contractor promptly make modifications that will bring them into compliance. In addition, the University may take whatever steps necessary to ensure compliance with the above listed standards and may subtract any costs arising from such mitigation effort from future fees payable to Contractor under this Contract.

31. University data.

- 31.1. **Data Privacy and Security.** Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of University Data does and will comply with all applicable

international, federal, state and local data privacy and data protection laws, as well as all other applicable regulations. Without limiting the foregoing, the Contractor represents and warrants that Contractor at a minimum meets the SSAE 18 SOC 2 Type II auditing standards, and/or shall undertake any additional audits and risk assessments Contractor deems necessary to maintain the same. Upon request, Contractor shall provide a final audit report from an independent auditor on its controls including a detailed description of the audit firm's tests of the operating effectiveness of controls. Contractor agrees to indemnify and hold harmless University from any claims arising out of its failure to comply with the foregoing requirements.

- 31.2. **Incident Notification.** Contractor shall notify the university via email to (it-security@uiowa.edu & purchasing-contracts@uiowa.edu) immediately but in no event longer than within ten (10) business days to the university any use or disclosure of University Data of which it becomes aware or by exercising reasonable diligence would have been known by the Contractor. This clause includes security incidents where the use or disclosure of University Data is unknown but possible. The Contractor is prohibited from conducting any reporting activities to any entity or individual without the knowledge and approval of the University, unless providing notice or securing such approval is prohibited by order of court or other legal process. The following information shall be included in such report:
- 31.2.1. A brief description of how the incident occurred and how and when it was discovered.
 - 31.2.2. A description of whether University Data was involved in the incident and the results of the Contractor's risk assessment
 - 31.2.3. The steps Contractor is taking to further investigate the incident and to protect against further impermissible access or disclosure.
 - 31.2.4. The point of contact for the Contractor for the security incident, in order to maintain successful incident coordination and communication.
- 31.3. **Vulnerability Disclosure.** Contractor shall disclose all identified security vulnerabilities in a provided service or system, in writing, to the University, via email (it-security@uiowa.edu & purchasing-contracts@uiowa.edu). Disclosure shall occur at earliest opportunity but no later than at time of public disclosure. Disclosure notification shall include:
- 31.3.1. A brief description of the security vulnerability, on which system or service, and a description of the vulnerability risk (i.e. CVSS scoring)
 - 31.3.2. A description of whether the vulnerability is known to be actively exploited or if proof-of-concept exploits are known to exist;
 - 31.3.3. The steps Contractor is taking to mitigate the security vulnerability, including patch versions and releases, or manual mitigation steps
 - 31.3.4. The point of contact for the Contractor for the vulnerability disclosure, in the event additional details are needed.
- 31.4. **Data Encryption.** Contractor represents and warrants that all University Data will remain encrypted at rest and in transit, in compliance with FIPS Publication 140-2, or applicable law, regulation, or rule, whichever is a higher standard. All encryption keys must be unique to University Data. Contractor will secure and protect all encryption keys to University Data. Encryption keys to University Data will only be accessed by the Contractor as necessary for the performance of this Contract.

31.5. **Data Purge.** Contractor shall purge all University Data from contractor systems, vendors, databases, and applications, within 30 days of the completion of this contract, and every 1 year during contract performance. This clause does not exclude the retention of University Data required to complete the performance of contract. Upon request, Contractor shall attest to this purge, in writing, to the university. If a systemic purge is not feasible given the technical architecture of Contractor's systems, contractor shall attest, in writing (it-security@uiowa.edu) to the procedures in place to minimize inadvertent disclosure of University Data following contract end

31.6. **Limitations on Use.**

31.6.1. **Generally.** Contractor shall use and disclose University Data solely and exclusively for the purposes for which the University Data, or access to it, is provided pursuant to the terms and conditions of its underlying agreement with the University. Contractor shall not use, sell, de-identify, aggregate, rent, transfer, distribute, or otherwise disclose or make available University Data for Contractor's own purposes or for the benefit of any party other than University. "University Data" shall mean information provided to Contractor by or at the direction of the University, or to which access was provided to Contractor by or at the direction of the University, in the course of Contractor's performance under its underlying agreement with the University, including, without limitation, personally identifiable information as defined by any applicable state or federal statute, other sensitive information or protected information as may be defined by any applicable statute or regulation, or, as applicable, protected health information as defined by Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or student educational records as defined by Family Educational Rights and Privacy Act ("FERPA"). Any and all University Data is, and shall continue to be, considered University property.

31.6.2. **Artificial Intelligence.** University Data shall not be used, disclosed, sold, transferred, or rented by Contractor to train, develop, create, engineer, or otherwise modify any artificial intelligence tools or models; or any machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments; including, without limitation, any small or large language models. The foregoing does not allow Contractor to produce or compile an aggregated or de-identified data set using University Data that is to be marketed to, sold to, accessed by, or otherwise transferred to any third party for any monetary or other value. The terms "aggregate data," "aggregated data," and "de-identified data" will refer to data for which it is not possible to determine the identity(ies) of the underlying data subject(s). Notwithstanding the foregoing, Contractor shall obtain University's prior written consent and approval if Contractor desires use of University Data in contravention of this Section 31.6.2, and such consent and approval may be withheld in University's sole discretion.

31.7. **No Offshoring.** Contractor represents, warrants, and covenants that: (a) any and all services shall only be provided by its partners, directors, officers, employees or subcontractors physically residing within the United States of America when such services include the use of or access to University Data by such partners, directors, officers, employees or subcontractors, and (b) Contractor shall ensure that any University Data accessed, maintained, or stored by it shall never be transferred outside the jurisdiction of the United States of America and shall never be transferred to, or accessed by, anyone from outside the United States of America, or with respect to University Data by anyone who is not a partner, director, officer, employee or University-approved

subcontractor of Contractor. Any modification to the foregoing limitation shall require the express written consent of the University, which consent may be withheld in University's sole discretion.

- 31.8. **Affiliates, Licensees, Subcontractors, and Agents.** Contractor acknowledges and agrees that this Section shall cover any of its affiliates, licensees, subcontractors or agents that obtain access to or possesses University Data, and that Contractor will be liable to the University for the compliance of such affiliates, licensees, subcontractors, and agents.

32. Purchase order terms.

- 32.1. Invoices and credit memos must reference the appropriate purchase order and/or check number. Credit memos must reference the invoice number.
- 32.2. Invoices must be itemized. Invoices may be submitted electronically via email acntpay@uiowa.edu.
- 32.3. Payment terms must be stated on the invoice. Discount period will begin with receipt of invoice or material, whichever is later.
- 32.4. All shipments are to be made F.O.B. Destination unless otherwise indicated or agreed to by the University.
- 32.5. Shipping/Billing instructions must be followed. Contractor will be liable for all expenses resulting from material being shipped to an incorrect address.
- 32.6. C.O.D. shipments will not be accepted.
- 32.7. All deliveries shall include a packing list indicating the contents of each package.
- 32.8. Delivery Schedule - Failure to deliver goods on time may result in termination of a Purchase Order at the University's option.
- 32.9. Receipt - University shall be deemed to have received any goods procured hereunder when such goods have been deposited at the University's dock and all bills of lading or other shipping papers which require signature have been signed.
- 32.10. Acceptance - University shall be deemed to have accepted goods procured hereunder only after actual inspection for conformity or the passage of ten (10) days from receipt, whichever occurs first.
- 32.11. Rejection/Termination - All goods which are rejected for nonconformity with the terms and conditions of this Contract are rejected at Contractor's expense and shall be returned at Contractor's risk of loss and expense. The University reserves the right to terminate for nonconformity.

33. **Fetal body parts prohibited.** Iowa Code Chapter 146D.1 provides that it is a criminal offense to knowingly acquire, provide, receive, transfer, or use fetal body parts in this state, regardless of whether the acquisition, provision, receipt, transfer, or use is for valuable consideration. The prohibition pertains to cells, tissue, organs or other parts of a fetus that are from a non-spontaneous/non-stillbirth termination after July 1, 2018. The prohibition does not pertain to: (1) cultured cells or cell lines derived from a spontaneous termination of pregnancy or stillbirth and willingly donated for the purposes of medical research; (2) a cell, tissue, organ, or other part of a fetus that is terminated by an abortion that occurred prior to July 1, 2018; or (3) cells and tissues external to the fetal body proper. Contractor warrants that all goods and/or services provided under this Contract are in compliance with this Iowa law.

34. **Non-appropriation of funds.** Notwithstanding any other provisions in these Terms and Conditions, if funds anticipated for the continued fulfillment of this purchase are at any time not forthcoming or

insufficient, either through the failure of the Iowa Legislature or the Federal government to provide funds or alteration of the program under which funds were provided, then the University shall have the right to terminate the purchase without penalty by giving written notice documenting lack of funding.