

## **GENERAL TERMS AND CONDITIONS**

### **ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF PURCHASE ORDER**

- 1) **NOTE:** Texas A&M University-Kingsville is an agency of the State of Texas and the Laws of the State of Texas must prevail. The terms Texas A&M University-Kingsville, University, State, and State of Texas shall have the same legal meaning and shall be considered as completely interchangeable in this document or any subsequent document.
- 2) Ship all merchandise FOB Destination Freight Allowed unless stated otherwise on the face of this document. The University cannot accept freight collect shipments.



because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, that he will retain such certification in his files and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods)

- 26) Vendor represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it offers to provide to the Agency under this purchase order (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule 206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent vendor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then vendor represents and warrants that it will, at no cost to Agency, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that vendor is unable to do so, then the Agency may terminate this Agreement and vendor will refund to the Agency all amounts the Agency has paid under this purchase order within thirty (30) days after the termination date.
- 27) EXPORT ADMINISTRATION. Client acknowledges that (a) TAMUK is subject to United States laws and regulations controlling the export of technical data, software, laboratory prototypes, and other commodities; (b) the results of the Project are expected to be ordinarily published and shared broadly with the scientific community, and therefore are expected to constitute "fundamental research" as defined under the International Traffic in Arms Regulations (ITAR, 22 CFR Sections 120-130) and the Export Administration Regulations (EAR, 15 CFR Sections 730-774); and (c) TAMUK's obligations under this Agreement are contingent upon compliance with such laws and regulations. If Client intends to provide TAMUK with any materials that are subject to export control, Client shall notify TAMUK in writing in advance of the disclosure, and TAMUK shall advise Client if it desires to take receipt of the export-controlled materials. Neither party may export or re-export any United States-origin technology, software, or products, or the direct products of that technology, software, or products under this Agreement in violation of United States export control regulations.
- 28) CONFLICT OF INTEREST: By executing this Agreement, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- 29) PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: By executing this Agreement, the PROVIDER certifies it does not and will not, during the performance of this contract, boycott Israel. PROVIDER acknowledges this Agreement may be terminated if this certification is inaccurate.
- 30) CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS: