

**This offer is subject to immediate acceptance and unless so accepted, COLUMBIA reserves the right to cancel.**

**Any applicable laws, rules, regulations or statutes referenced on the face of this order, in the terms and conditions below, or in any attachments hereto are hereby incorporated by reference with the same effect as if they were fully set forth herein.**

**Notify COLUMBIA contact as indicated on the face of this Purchase Order immediately in the event of any discrepancy or delay. No substitutions, alterations or additions are authorized to this order without consent of the authorized contact listed on the purchase order.**

**Order number and project number must appear on every invoice.**

**1. DELIVERABLES.** The term "Deliverables" shall mean the materials, goods, articles, and services that are the subject of this purchase order ("Order"). All quoted prices are for F.O.B. delivery point, unloaded and assembled, and shall be deemed to include the entire compensation to be paid to the SUPPLIER or other provider identified in this Order ("SUPPLIER") including, but not limited to, delivery charges, demurrage, insurance, packing, boxing, and container charges.

**2. DELIVERY; OWNERSHIP.** Time is of the essence in SUPPLIER's performance of this Order. If SUPPLIER fails to comply, Columbia reserves all rights available under law, and specifically, the right to cancel the Order, in whole or in part, and to purchase the Deliverables from another source, and to charge SUPPLIER with any loss incurred as a result of such action. To the extent not automatically vested in Columbia, SUPPLIER hereby assigns to Columbia ownership of all Deliverables to be provided hereunder. In addition, unless otherwise specifically agreed in the Order, Deliverables to be developed for Columbia (and any associated invention, improvement, discovery, or innovation made, conceived or actually reduced to practice by SUPPLIER ) will be owned exclusively by Columbia, including all copyright, patent, and other proprietary and intellectual property rights therein, and such rights are hereby conveyed to Columbia. Upon Columbia's request, SUPPLIER will execute any additional documents necessary for Columbia to perfect its ownership rights.

**3. ACCEPTANCE; CANCELLATION; CHANGES; FORCE MAJEURE.** All Deliverables shall be subject to the right of inspection and acceptance or rejection by Columbia. For its convenience or due to force majeure, Columbia may cancel this Order in whole or in part or change the specifications at any time. Upon cancellation, SUPPLIER shall stop all work.

**4. WARRANTIES; NON-WAIVER; SET-OFF.** SUPPLIER expressly warrants that all Deliverables (i) meet in all respects the highest applicable standards of the industry and, in addition, any requirements and specifications set forth or referenced in the Order; (ii) are fit for the purpose for which similar materials and services are ordinarily employed; (iii) are free from defects in materials and workmanship, (iv) are merchantable; (v) do not infringe or misappropriate the rights of any third party or violate any law; and (vi) were not manufactured, priced or sold in violation of any law, including, without limitation, those relating to health and safety. SUPPLIER warrants that it has all power and authority to convey ownership rights and licenses to Columbia in accordance with this Order. SUPPLIER further warrants that any services under this Order will be performed in a diligent and highly professional manner, in accordance with applicable law, and through experienced individuals qualified to perform the Services. All warranties shall survive delivery, acceptance of, and payment for the Deliverables. Columbia may set-off amounts owing from SUPPLIER to Columbia against any amount owing from Columbia to SUPPLIER.

**5. APPLICABLE LAW AND PERMISSIONS.** This Order and transaction shall be governed by the laws of the State of New York applicable to contracts made and to be performed within New York. SUPPLIER's performance under this Order shall comply with all applicable laws, rules and regulations. Without limitation, SUPPLIER will not (A) offer, promise, or provide (or authorize the offer, promise, or provision of), directly or indirectly, anything of value to any government official, political party official, political candidate, or employee thereof, or to any other

## Columbia University Purchasing Terms and Conditions

third party, for the purpose of influencing any act or decision or obtaining any improper benefit or advantage or (B) take any other action that would violate the U.S. Foreign Corrupt Practices Act or other applicable anti-corruption laws. SUPPLIER will obtain all required governmental and third-party licenses, approvals, and permits appropriate for the provision of Deliverables. To the extent required by applicable law, including N.Y. Soc. Serv. Law § 363-d and its implementing regulations and relevant guidance, SUPPLIER will be subject to and must participate in Columbia's clinical care compliance program, to Columbia's reasonable satisfaction. If SUPPLIER fails to participate in the compliance program to Columbia's reasonable satisfaction, Columbia may terminate this Order upon ten (10) days advance written notice to SUPPLIER.

**6. INDEMNIFICATION.** In addition to any liability or obligation of SUPPLIER to Columbia at law, SUPPLIER shall be liable to and defend, hold harmless and indemnify Columbia, its trustees, officers, employees, and agents (collectively, "Indemnitees"), from and against any actions, suits, claims, judgments, liabilities, losses, costs and expenses (including actual attorney's fees) arising out of or relating to, directly or indirectly, SUPPLIER's performance of this Order or its provision of the Deliverables, including, without limitation, any breach by SUPPLIER of this Order or allegation that the Deliverables, or Columbia's use of the Deliverables, infringe or misappropriate the copyright, patent, or other proprietary or intellectual property right of any third party, or that the work performed by SUPPLIER violates any applicable law or its agreements with any third party.

**7. INSURANCE.** (a) SUPPLIER must maintain, at its own cost and expense, the following types and amounts of insurance with insurers rated "A" "VII" or better by A.M. Best and licensed in the State of New York:

- 1) Commercial General Liability insurance, written on an occurrence basis including, but not limited to, coverage for contractual liability, products and completed operations, personal injury, bodily injury and broad form property damage liabilities with liability limits not less than \$1,000,000 per occurrence and annual aggregate. SUPPLIER shall maintain products and completed operations insurance for 3 years after termination of the Order.
  - 2) When working on-site at Columbia facilities or at Columbia sponsored events,
    - (i) Workers' Compensation and Employers Liability insurance, covering each employee of SUPPLIER engaged in the performance of work under this Agreement, with minimum limits of liability in accordance with applicable state law in the case of Workers' Compensation insurance, and with not less than the following limits of liability in the case of Employers Liability insurance: Workers' Compensation - Coverage A – Statutory; Employers Liability -Coverage B- Each Accident - \$1 million; Policy Limit - \$1 million; Each Employee by Disease - \$1 million.
    - (ii) Automobile Liability insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 per occurrence.
  - 3) Professional Liability insurance with limits not less than \$1,000,000 per occurrence and annual aggregate covering the errors and omissions of SUPPLIER.
  - 4) Each of the policies required by subsections (1) and (2)(ii) above shall provide that the insurance company pay the costs of defense (including attorneys' fees) of any suit or proceeding against Columbia or the other Indemnitees, alleging any omission or act relating to this Order, and seeking damages on account thereof, even if such suit is groundless, false or fraudulent. These insurances shall be primary. The policies shall be written to cover claims incurred, discovered, manifested or made during or after the expiration of this agreement. Other SUPPLIER insurance shall not reduce or limit SUPPLIER's obligation to indemnify and defend Columbia or SUPPLIER's liabilities for claims made or suits arising or resulting from or in connection with the performance of this Agreement. Any insurance Columbia University may purchase shall be excess and non-contributory.
- (b) Prior to commencement of the work, the SUPPLIER will deliver certificates of insurance to the University providing evidence of the coverage required above. Each certificate of insurance, with the exception of Workers' Compensation and Employers Liability Insurance, shall name The Trustees of Columbia University in the City of New York, its trustees, officers, agents and employees as additional insured. The SUPPLIER shall provide Columbia University with 30 days prior written notification if their insurance is cancelled or a material change has been made to their policy. Certificates of insurance and written notice of cancellation by SUPPLIER are to be sent to the Columbia University Purchasing Office, 615 West 131<sup>st</sup> Street, 3<sup>rd</sup> Floor, New York, NY 10027.

Columbia University Purchasing Terms and Conditions

**8. TAXES.** No federal excise taxes, or state or local taxes shall be included in any invoice. The Deliverables covered by this Order are exempt from such taxes. Upon request, Columbia will issue an exemption certificate to SUPPLIER.

**9. EXPORT CONTROLS.** SUPPLIER confirms that all items (hardware, software or technology) to be provided to Columbia under this order or agreement are not export-controlled under the U.S. International Traffic in Arms Regulations (“ITAR”) or listed in an Export Control Classification Number (“ECCN”) entry on the U.S. Commerce Control List of the Export Administration Regulations (“EAR”). To the extent that the foregoing statement is not correct, SUPPLIER will provide in writing to Columbia the export classification information of such item(s) before this order or agreement is deemed finalized and the item is provided. In such event, SUPPLIER’s information will include the proper ECCN if the item is controlled under the EAR or the proper United States Munitions List Category if the item is controlled under the ITAR. SUPPLIER will notify Columbia in writing of any future changes to the export classification information of the item(s).

**10. USE OF DATA, DESIGNS, ETC.** SUPPLIER agrees that it will keep confidential the features of, but not limited to any equipment, tools, gauges, patterns, designs, drawings, engineering data, computer software, chemical compositions, biological specimens or other technical or proprietary information furnished by COLUMBIA and use such items only in the production of items under this order or other orders from COLUMBIA and not otherwise unless COLUMBIA’S written consent is first obtained. Upon completion or termination of this order, SUPPLIER shall return all such items to COLUMBIA or make such other disposition thereof as may be directed or approved by COLUMBIA.

**11. PAYMENT.** Columbia will make reasonable efforts to pay invoices within the net terms indicated on the face of this Purchase Order after proper delivery and acceptance of Deliverables and receipt of invoice. Columbia has the right to withhold charges that are under dispute until resolved. If this Order is funded by Federal Funds (designated on the face of the Order), this Order is contingent on Columbia’s receiving the Federal amounts.

**12. CHANGES TO TERMS.** Any changes or exceptions to the Purchase Order terms and conditions must be agreed to by Columbia in writing. Any variance from or addition to these Purchase Order terms and conditions in any present or future invoice or other document delivered by SUPPLIER will be void and of no effect unless agreed to in writing by an authorized representative of Columbia.

**13. USE OF NAME/ADVERTISING.**

- a) SUPPLIER will not use the name, insignia, or symbols of Columbia, its faculties or departments, or any variations or combination thereof, or the name of any trustee, faculty member, other employee, or student for any purpose whatsoever without Columbia’s prior written consent.
- b) The SUPPLIER agrees that it will release no information relating to this order without the prior written approval of the COLUMBIA.
- c) For the purpose of this clause, “information” includes but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, etc.
- d) Nothing in the foregoing shall affect compliance with the Security Requirements Clause, FAR 52.204-02.
- e) The SUPPLIER may not advertise the fact that his/her firm has contracted Columbia for goods and/or services without prior written consent.

**14. PRODUCT RECALL NOTIFICATION.** If there is a product recall affecting any Deliverables, SUPPLIER shall promptly send a written notification of recall including instructions for disposal and replacement to the Executive Director of Purchasing, Columbia University, 615 West 131<sup>st</sup> Street, 3rd Floor, New York, NY 10027. SUPPLIER must also send a copy of recall notification to the end user as indicated on the ship-to information on the face of this Order.

**15. NON-DISCRIMINATION.** Columbia is an Equal Opportunity Employer. SUPPLIER hereby represents that it is an Equal Opportunity Employer. The provisions of 41 C.F.R. § 60-1.4(a), 41 C.F.R. § 60-250.5(a), 41 C.F.R. § 60-741.5(a), and 29 C.F.R. Part 470 are, if applicable, hereby incorporated by reference.

**16. CONFLICT OF INTEREST.** SUPPLIER warrants that there exists no actual, potential or appearance of conflict between SUPPLIER’s family, businesses, or financial interest and SUPPLIER’s provision of the

## Columbia University Purchasing Terms and Conditions

Deliverables. SUPPLIER represents that it has not offered (and will not offer) any compensation, reward, gift, favor, service, outside employment, reimbursement of expenses, loan, ownership interest, or anything else of monetary value, to any officer, employee, student, or faculty member of Columbia as an inducement to entering into or continuing under this Purchase Order. SUPPLIER will notify Columbia in writing of any change in conditions that might give the appearance of a conflict of interest. SUPPLIER will support and safeguard Columbia's legitimate interests in any dealings with third parties.

**17. NATIONAL DEFENSE AUTHORIZATION ACT (NDAA) CERTIFICATION.** As required by Section 889(a)(1)(B) of the National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232), SUPPLIER has conducted a reasonable inquiry to determine whether any equipment, system or service provided by SUPPLIER to Columbia uses "covered telecommunications equipment or services" as defined in Federal Acquisition Regulation (FAR) clause 52.204-25(a), as a substantial or essential component of any system, or as critical technology as part of any system. To date, [Vendor] has not identified that any equipment, system, or service provided by SUPPLIER to Columbia uses "covered telecommunications equipment or services." SUPPLIER shall notify Columbia within one business day of any change to SUPPLIER's Certification.

### **18. PURCHASE ORDERS PLACED UNDER UNITED STATES GOVERNMENT GRANTS.**

If the Purchase Order indicates it is placed under a United States government grant, in addition to Items 1 to 17 listed above, this order is subject to the provisions contained in 2 CFR PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards items ( C ) through ( J ) as applicable and the applicable provisions are incorporated by reference with the same effect as if they were fully set forth herein. These standards are in compliance with provisions of applicable federal statutes and executive orders that are required for procurement contracts funded by federal awards. Copies of 2 CFR PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards items (C) through (J) will be made available to the SUPPLIER upon written request or you may visit the following website: <https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-appII.xml>.

### **19. ADDITIONAL CLAUSES AND CERTIFICATIONS.**

If the Purchase Order indicates it is placed under a United States government contract, in addition to Items 1 to 18 listed above, this order is subject to the following Federal Acquisition Regulations and/or appropriate equivalent agency supplemental regulations or attachments hereto hereby incorporated by reference with the same effect as if they were fully set forth;

Where necessary to the context of the referenced FAR clauses, the term "contractor" shall mean "SUPPLIER," the term "contract" shall mean this "Purchase Order," and the term "contracting officer" and equivalent phrases shall mean "COLUMBIA." The applicable dollar amount listed below indicates the dollar threshold at which the subject FAR clause becomes applicable to the contract and does not preclude other applicable FAR clauses.

Copies of the FAR clauses applicable to the contract will be made available to the SUPPLIER upon written request or you may visit the either of the following websites: [acquisition.gov/?q=browsefar](http://acquisition.gov/?q=browsefar) or [farsite.hill.af.mil/](http://farsite.hill.af.mil/).

#### **The following FAR clauses are applicable to all purchase orders placed under Federal Contracts:**

52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008). Prescribed in 25.1103(a)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007). Prescribed in 27.201-2(b)

52.227-1 Authorization and Consent (DEC 2007). Prescribed in 27.201-2(a)(1)

52.230-5 Cost Accounting Standards—Educational Institution (AUG 2016). Prescribed in 30.201-4(e)

52.230-6 Administration of Cost Accounting Standards (JUN 2010). Prescribed in 30.201-4(d)

52.204-2 Security Requirements (AUG 1996). Prescribed in 4.404(a) – For contracts involving access to information classified as "Confidential," "Secret," or "Top Secret."

52.227-14 Rights in Data—General (MAY 2014). Prescribed in 27.409(b)(1)

Columbia University Purchasing Terms and Conditions

- 52.222-26 Equal Opportunity (SEP 2016). Prescribed in 22.810(e)
- 52.222-21 Prohibition of Segregated Facilities (APR 2015). Prescribed in 22.810(a)(1)
- 52.222-50 Combating Trafficking in Persons (MAR 2015). Prescribed in 22.1705(a)(1)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006). Prescribed in 47.507(a)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013). Prescribed in 32.009-2
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016). Prescribed in 4.1903
- 52.215-22 Limitations on Pass-Through Charges—Identification of Subcontract Effort (OCT 2009). Prescribed in 15.408(n)(1)
- 52.215-23 Limitations on Pass-Through Charges (OCT 2009). Prescribed in 15.408(n)(2)
- 52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016). Prescribed in 25.302-6
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997). Prescribed in 23.303 – For contracts involving hazardous materials

**FAR clauses applicable to all purchase orders over \$2,500 placed under Federal Contracts**

- 52.222-41 Service Contract Labor Standards (MAY 2014). Prescribed in 22.1006(a)
- 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015). Prescribed in 22.1906
- 52.222-62 - Paid Sick Leave Under Executive Order 13706 (JAN 2017). Prescribed in 22.2110

**FAR clauses applicable to all purchase orders over the Micropurchase Threshold as defined in FAR 2.101 placed under Federal Contracts**

- 52.222-3 Convict Labor (JUN 2003). Prescribed in 22.202

**FAR clauses applicable to all purchase orders over \$15,000 placed under Federal Contracts**

- 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014). Prescribed in 22.61

**FAR clauses applicable to all purchase orders over \$35,000 placed under Federal Contracts**

- 52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015). Prescribed in 9.409

**FAR clauses applicable to all purchase orders over \$150,000 placed under Federal Contracts**

- 52.222-35 Equal Opportunity for Veterans (OCT 2015). Prescribed in 22.1310(a)(1)
- 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014). Prescribed in 22.1408(a)
- 52.222-37 Employment Reports on Veterans (FEB 2016). Prescribed in 22.1310(b)

**FAR clauses applicable to all purchase orders over Simplified Acquisition Threshold (SAT) as defined in FAR 2.101 placed under Federal Contracts**

- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006). Prescribed in 3.503-2
- 52.219-8 Utilization of Small Business Concerns (NOV 2016). Prescribed in 19.708(a)
- 52.203-3 Gratuities (APR 1984). Prescribed in 3.202
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010). Prescribed in 22.1605

**FAR clauses applicable to all purchase orders over \$500,000 placed under Federal Contracts**

- 52.222-59 - Compliance with Labor Laws (Executive Order 13673) (DEC 2016). Prescribed in 22.2007(c)
- 52.222-60 - Paycheck Transparency (Executive Order 13673) (OCT 2016). Prescribed in 22.2007(d)

**FAR clauses applicable to all purchase orders over \$700,000 (\$1,500,000 for construction contracts) placed under Federal Contracts**

Columbia University Purchasing Terms and Conditions

52.219-9 Small Business Subcontracting Plan (JAN 2017). Prescribed in 19.708(b)

52.219-16 Liquidated Damages—Subcontracting Plan (JAN 1999). Prescribed in 19.708(b)(2)

**FAR clauses applicable to all purchase orders over \$750,000 placed under Federal Contracts**

52.214-26 Audit and Records—Sealed Bidding (OCT 2010). Prescribed in 14.201-7(a)(1) – For solicitations and contracts established by sealed bidding

52.215-13 Subcontractor Certified Cost or Pricing Data—Modifications (OCT 2010). Prescribed in 15.408(e)

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (OCT 2010). Prescribed in 15.408(m)

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010). Prescribed in 15.408(l)

52.215-11 Price Reduction for Defective Certified Cost or Pricing Data-Modifications (AUG 2011). Prescribed in 15.408(c)

FAR clauses applicable for all Federal Contracts over \$5,500,000 and performance period is 120 days or more

52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015). Prescribed in 3.1004(a)

**In addition to the above applicable FAR clauses, the following FAR clauses are applicable to all purchase orders for Non-Commercial Items and/or Services placed under Federal Contracts**

52.227-11 Patent Rights—Ownership by the Contractor (MAY 2014). Prescribed in 27.303(b)(1)

**FAR clauses applicable to all purchase orders for Non-Commercial Items and/or Services over \$150,000 placed under Federal Contracts**

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010). Prescribed in 3.808(b)

52.222-4 Contract Work Hours and Safety Standards —Overtime Compensation (MAY 2014). Prescribed in 22.305

**FAR clauses applicable to all purchase orders for Non-Commercial Items and/or Services over the Simplified Acquisition Threshold (SAT) as defined in FAR 2.101 placed under Federal Contracts**

52.203-7 Anti-Kickback Procedures (MAY 2014). Prescribed in 3.502-3

52.215-2 Audit and Records—Negotiation (OCT 2010). Prescribed in 15.209(b)(1)

52.203-5 Covenant Against Contingent Fees (MAY 2014). Prescribed in 3.404

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014). Prescribed in 3.104-9(b)

52.223-6 Drug-Free Workplace (MAY 2001). Prescribed in 23.505

52.247-63 Preference for U.S.-Flag Air Carriers (JUN 2003). Prescribed in 47.405

52.203-2 Certificate of Independent Price Determination (APR 1985). Prescribed in 3.103-1 – For fixed-price contracts

52.203-16 Preventing Personal Conflicts of Interest (DEC 2011). Prescribed in 3.1106

52.236-13 Accident Prevention (NOV 1991). Prescribed in 36.513 – For fixed-price construction contracts

**FAR clauses applicable to all purchase orders for Non-Commercial Items and/or Services over \$750,000 placed under Federal Contracts**

52.215-12 Subcontractor Certified Cost or Pricing Data (OCT 2010). Prescribed in 15.408(d)

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011). Prescribed in 15.408(b)