

Arizona State University Standard Terms and Conditions

These Terms and Conditions (T&Cs) apply to the following: written offers, purchase orders, and other documents issued by the Arizona Board of Regents for and on behalf of Arizona State University (ASU) to a supplier (Supplier) for furnishing equipment, materials, or supplies (Goods) and/or services (Services) to ASU (the Goods/Services). These T&Cs together with any Purchase Order issued by ASU (the PO), any other written agreements signed by both parties, and any other documents incorporated by reference therein or herein collectively constitute the Agreement. Any terms not defined in these T&Cs will have the meanings set forth in the Agreement.

1. **Offer and Acceptance.** The Agreement is subject to cancellation by ASU at any time prior to acceptance by Supplier. Supplier accepts all of the Agreement's terms and conditions, without qualification, upon the sooner of the following: 1) any written acceptance by Supplier; or 2) shipment, delivery, or performance of all or any of the Goods/Services. Any term or condition in any invoice, offer, or other document issued by Supplier that modifies, adds to, or changes the Agreement is rejected, and will not be part of the Agreement unless agreed by ASU in writing.
2. **Order of Precedence.** In the event of an inconsistency or conflict between or among the provisions of the Agreement, the inconsistency or conflict will be resolved by giving precedence in the following order: i) the PO; ii) these T&Cs; and iii) any other agreement or document signed by authorized signatories of both the parties.
3. **Modifications.** Any modification to the PO, including changes to quantity, price, terms of payment, delivery terms, specifications, etc. must be in an updated PO signed by the parties. If a delivery must differ from the PO, do not ship, deliver, or perform the Goods/Services and instead contact the appropriate ASU Buyer.
4. **Term and Termination.**
 - a. The Term of the Agreement is as stated in the Agreement. If the Agreement is silent as to the Term, the Term will extend from the date of acceptance of the Agreement by Supplier to the earlier of: (i) the final delivery, acceptance, and payment of the Goods/Services, or (ii) 5 years after the date of acceptance of the Agreement by Supplier. Following the Term, the Agreement may be extended by mutual written agreement.
 - b. ASU may terminate the Agreement, in whole or in part, with or without cause, upon 30 days written notice to Supplier. Subject to the provision of any Transition Services (as defined below), upon termination, Supplier will refund to ASU all prepaid amounts for Goods/Services not delivered or performed. If the Agreement is terminated pursuant to this section, subject to the provision of any Transition Services, ASU will pay Supplier, as full compensation under the Agreement: (1) the portion of Goods/Services delivered or performed and accepted prior to the effective date of termination based on the unit prices in the Agreement, or, if no unit prices are provided, the pro rata amount of the total order price based on the amount delivered or performed; and (2) a reasonable amount, not otherwise recoverable from other sources by Supplier, and as approved by ASU, with respect to the undelivered, unperformed, or unacceptable portion of the Good/Services. In no event will compensation paid previously under the Agreement together with compensation paid under this section exceed the total PO or Agreement price.
 - c. ASU may terminate the Agreement, in whole or in part, if Supplier defaults on any of its obligations in the Agreement and fails to cure such default within 7 days after receiving notice of default from ASU. In the event of such a default, ASU may procure the Goods/Services from other sources and Supplier will be liable to ASU for any excess costs ASU incurs.
 - d. ASU may terminate the Agreement at any time if Supplier files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Supplier and not discharged within 30 days; or if Supplier becomes

insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Supplier or its business.

- e. **Transition Services.** Upon termination of the Agreement or termination of any Services (regardless of the reason for termination), the parties will work in good faith to transition the terminated Services to ASU or its designees, with minimum interruption to ASU's business. At ASU's option, Supplier will continue to provide Services and will provide transition support at rates consistent with the terms of the Agreement for a period of no longer than 180 days following the termination date (the Transition Period). Supplier will provide the post-termination Services (the Transition Services) at least at the same levels of quality and timeliness of performance as Services were provided prior to termination, in a professional manner, with high quality, and in accordance with industry standards. The parties may, by written agreement, modify the Transition Services to be provided and the length of the Transition Period.
5. **Survival.** All provisions of the Agreement that anticipate performance after the termination of the Agreement, and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of the Agreement.
6. **Prices.** All Prices will be as listed in the PO or, if not listed in the PO, will be as otherwise set forth in the Agreement. Unless otherwise specified in the Agreement: 1) all prices are in US Dollars; 2) prices include any cost for shipping, and handling; and 3) prices will include any travel, labor, interest, import/export fees, and other costs associated with providing the Goods/Services. ASU will reimburse Supplier for expenses that are specifically identified in the PO. To obtain reimbursement for pre-approved expenses, Supplier must submit all receipts and any required backup documentation to ASU within 60 days after the applicable expenses were incurred. If any reimbursable expenses include travel expenses, all reimbursable travel expenses must be authorized in writing by ASU in advance of the planned travel and must be consistent with [ASU Financial Services Policy FIN 421-01](#).
7. **Settlement Method and Terms.** Payment will be subject to the provisions of Title 35 of the Arizona Revised Statutes, as amended from time to time (ARS), relating to time and manner of submission of claims. ASU's obligation will be payable only and solely from funds appropriated for the purpose of the Agreement. After delivery and acceptance of the Goods/Services, Supplier will submit an acceptable invoice to ASU. Invoices must be itemized, reference the Agreement or PO number, and include sufficient detail to document the invoiced amount. Unless otherwise specified on the PO, ASU will pay Supplier for the Goods/Services delivered and accepted net 30 days after receipt by ASU of an invoice meeting the requirements of this section.
8. **Taxes.** Unless otherwise specified in the Agreement, prices will include all taxes and fees, including, without limitation, sales, use, or excise taxes, import duties, value added taxes, permit fees, license fees, or similar charges (Taxes). Taxes do not include ASU income taxes or taxes related to ASU's employees.
9. **Inspection.** Supplier will supply the Goods/Services to ASU exactly as specified in the Agreement. The Goods/Services will meet the highest and best industry practices. ASU will have the right to inspect any Goods/Services prior to and a reasonable amount of time after delivery. If ASU determines that any Goods/Services are incomplete, defective, or not in compliance with the specifications or other requirements of the Agreement, ASU may reject such Goods/Services in whole or in part.
10. **Warranties.** In addition to any implied warranties, Supplier warrants to ASU that: 1) the Goods/Services will be free from any defects in design, workmanship, materials, or labor; 2) all of the Services will be performed in a professional and workmanlike manner and in conformity with highest and best industry standards by persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; 3) Supplier will comply, and will be responsible for ensuring Supplier Parties, as defined below, comply with all applicable laws, rules, and regulations, including any policies of ABOR and ASU, in the performance of the Agreement; 4) Supplier owns or has sufficient rights in the Goods/Services that they do not infringe upon or violate any Intellectual Property, as defined below, of any third parties, and are free and clear of any liens or encumbrances; 5) any data, code, or software developed or delivered by Supplier to ASU will not contain any viruses, worms, Trojan Horses, or other disabling devices or code; 6) all sensitive data, personal data, and personally identifiable data, as those terms may be defined in applicable laws, rules and regulations (PII) provided by Supplier to ASU was obtained legally and Supplier has obtained all

Revised 09/30/2022

To ask questions, contact your buyer: cfo.asu.edu/procurement

requisite permissions from the individuals whose PII is being provided for (a) Supplier to provide the PII to ASU, and (b) ASU to use the PII for the purposes and in the jurisdictions set forth in the Agreement; 7) the prices of Goods/Services in the Agreement are the lowest prices at which these or similar goods or services are sold by the Supplier to similar customers in similar quantities. In the event of any price reduction between execution of the Agreement and delivery of the Goods/Services, ASU shall be entitled to such reduction, and 8) all Goods/Services delivered by Supplier will conform to the specifications, drawings, and descriptions set forth in the Agreement, and to any samples furnished by Supplier. In the event of a conflict among the specifications, drawings, samples, and description, the specifications will govern.

11. **Indemnification.** Supplier will indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents and employees (collectively, Indemnatee) for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by (i) the negligent or willful acts or omissions of Supplier, or any of its owners, officers, directors, members, managers, agents, employees, contractors or subcontractors at all tiers (together with Supplier, the Supplier Parties); (ii) a breach of the Agreement; or (iii) failure to comply with any applicable law, rule, or regulation. Supplier will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.
12. **Responsibility.** Each party is responsible for the negligent or willful acts or omissions of its employees and agents when acting under such party's direction and supervision. ASU recognizes an obligation to pay attorneys' fees or costs only when assessed by a court of competent jurisdiction. Notwithstanding the terms of this Agreement or any other document: (i) other than for employees and agents acting under ASU's direction and supervision, ASU is not responsible for any actions of any third parties, including its students; and (ii) no person may bind ASU unless they are an authorized signatory in PUR 107, which is located at the following link:
<https://www.asu.edu/aad/manuals/pur/pur107.html>.
13. **Intellectual Property Ownership.** All Intellectual Property (as defined below) that Supplier or any of the Supplier Parties make, conceive, discover, develop or create, either solely or jointly with any other person or persons including ASU, specifically for or at the request of ASU in connection with the Agreement (Contract IP), will be owned by ASU. To the extent any Contract IP is not considered work made for hire for ASU (or if ownership of all rights therein does not otherwise vest exclusively in ASU), Supplier hereby irrevocably assigns, and will cause the Supplier Parties to so assign, without further consideration, to ASU all right, title and interest in and to all Contract IP, including all copyright rights of ownership. Intellectual Property means all ASU Data, as defined below, any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Supplier will make full and prompt disclosure of the Contract IP to ASU. Supplier will, and will cause the Supplier Parties to, as and when requested by ASU, do such acts, and sign such instruments to vest in ASU the entire right, title and interest to the Contract IP, and to enable ASU to prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at ASU's expense, to cooperate with ASU in the protection and/or defense of the Contract IP.
14. **Supplier's Intellectual Property.** Supplier will retain ownership of its pre-existing Intellectual Property, including any that may be incorporated into the Contract IP, provided that Supplier informs ASU in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Supplier hereby grants to ASU a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to ASU in the course of performing under the Agreement.
15. **Data Use, Ownership, and Privacy.** The terms of this section apply if Supplier receives, has access to, stores, or analyzes any ASU Data (as defined below). As between the parties, ASU will own, or retain all of its rights in, all data and information that ASU provides to Supplier, as well as all data and information managed by Supplier on behalf of ASU, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to the Agreement, even if generated by Supplier, as well as all data obtained or extracted through ASU's or Supplier's

Revised 09/30/2022

To ask questions, contact your buyer: cfo.asu.edu/procurement

use of such data or information (collectively, ASU Data). ASU Data also includes all data and information provided directly to Supplier by ASU students and employees, and includes personal data, metadata, and user content.

ASU Data will be ASU's Intellectual Property and Supplier will treat it as ASU Confidential Information (as defined below). Supplier will not use, access, disclose, or license, or provide to third parties, any ASU Data, except: (i) to fulfill Supplier's obligations to ASU hereunder; or (ii) as authorized in writing by ASU. Without limitation, Supplier will not use any ASU Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, ASU's prior written consent. Supplier will not, directly or indirectly: (x) attempt to re-identify or de-aggregate de-identified or aggregated information; or (y) transfer deidentified and aggregated information to any third party unless that third party agrees not to attempt re-identification or de-aggregation. For ASU Data to be considered de-identified, all direct and indirect personal identifiers must be removed, including names, ID numbers, dates of birth, demographic information, location information, and school information. Upon request by ASU, Supplier will deliver, destroy, and/or make available to ASU, any or all ASU Data.

16. **Nondisclosure and Trade Secrets.** Supplier may receive (or has received) from ASU and otherwise be exposed to confidential and proprietary information relating to ASU's business practices, strategies, and technologies, ASU Data, as well as confidential information of ASU necessary to perform and/or provide the Goods/Services (collectively, ASU Confidential Information). ASU Confidential Information may include, but is not limited to, confidential and proprietary information supplied to Supplier with the legend "ASU Confidential and Proprietary," or other designations of confidentiality. As between Supplier and ASU, the ASU Confidential Information is the sole, exclusive, and valuable property of ASU. Accordingly, Supplier will not reproduce or otherwise use any of the ASU Confidential Information except in the performance or provision of the Goods/Services, and will not disclose any of the ASU Confidential Information in any form to any third party, either during or after the Term, except with ASU's prior written consent. Upon termination of the Agreement, Supplier will cease using, and will return to ASU, all originals and all copies of the ASU Confidential Information, in all forms and media, in Supplier's possession or under Supplier's control.

Supplier will not disclose or otherwise make available to ASU any confidential information of Supplier or received by Supplier from any third party.

Supplier will have no obligation to maintain as confidential ASU Confidential Information (other than ASU Data) that Supplier can show: (i) was already lawfully in the possession of or known by Supplier before receipt from ASU; (ii) is or becomes generally known in the industry through no violation of the Agreement or any other agreement between the parties; (iii) is lawfully received by Supplier from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to ASU sufficient to allow ASU to contest such order; or (v) is approved in writing by ASU for release or other use by Supplier.

17. **Information Security.** This section applies if: 1) ASU is purchasing or leasing software, or processing a software renewal; 2) Supplier is creating any code for ASU; 3) Supplier receives, stores, or analyzes ASU Data (including if the data is not online); 4) Supplier is hosting, or managing by infrastructure outside of ASU, including in the cloud, ASU Data; or 5) Supplier is collecting PII or ASU Data via a link on an ASU.edu or another ASU managed webpage.

All systems, software, services, and devices that store, transmit, or otherwise process ASU Data (each, a System) must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable laws, rules, and regulations. ASU Data means: all data and information that ASU provides to Supplier, as well as all data and information managed by Supplier on behalf of ASU, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to this Agreement, even if generated by Supplier, as well as all data obtained or extracted through ASU's or Supplier's use of such data or information. ASU Data also includes all data and information provided directly to Supplier by ASU students and employees, and includes personal data, metadata, and user content.

- a. With respect to each System, Supplier and its contractors at all tiers (directly and through their third party service providers) will meet the following requirements:

Revised 09/30/2022

To ask questions, contact your buyer: cfo.asu.edu/procurement

1. Access Control. Control access to ASU's resources, including ASU Data, limiting access to legitimate business need based on an individual's job-related assignment, approve and track access to ensure proper usage and accountability, and make such information available to ASU for review, upon ASU's request.
 2. Incident Reporting. Report information security incidents that affect ASU Data immediately to ASU (including those that involve information disclosure incidents, unauthorized disclosure of ASU Data, successful network intrusions, malware infection, and unauthorized access or modifications).
 3. Off Shore. Ensure (i) that all development or modification of software for ASU is performed only within the borders of the United States, and (ii) all ASU Data (including any backup copies) are stored, accessed from, and otherwise processed only within the borders of the United States.
 4. Patch Management. Carry out updates and patch management for all Systems in a timely manner and to the satisfaction of ASU. Updates and patch management must be deployed using an auditable process that can be reviewed by ASU upon ASU's request.
 5. Encryption. Ensure all Systems use an industry standard encryption protocol for sensitive data, personal data, or personally identifiable data, as those terms may be defined in applicable laws, rules and regulations (PII), in transit and at rest (as documented in NIST 800-57, or equivalent).
 6. Notifications. Notify ASU immediately if Supplier receives any kind of subpoena for or involving ASU Data, if any third party requests ASU Data, or if Supplier has a change in the location or transmission of ASU Data. All notifications to ASU required in this Information Security paragraph will be sent to ASU Information Security at Infosec@asu.edu, in addition to any other notice addresses in this Agreement.
 7. Backup and Restoration. Ensure that all ASU Data is available and accessible, and that adequate systems are in place to restore the availability and accessibility of all ASU Data in a timely manner in the event of a physical or technical threat.
 8. Privacy by Design. When developing, designing, selecting, and using Systems for processing sensitive data, personal data, or personally identifiable data, as those terms may be defined in applicable laws, rules and regulations (PII), Supplier will, with due regard to the state of the art, incorporate and implement data privacy best practices.
- b. In addition to Section 17(a) above, the following provisions apply if: (i) Supplier receives, stores, or analyzes ASU Data (including if the data is not online); or (ii) Supplier is hosting, or managing by infrastructure outside of ASU, including in the cloud, ASU Data:
1. Third Party Security Audits. Complete certified third party audit (such as SOC2 Type II or substantially equivalent) in accordance with then current industry standards, which audits are subject to review by ASU upon ASU's request. Currently, no more than two audits per year are required.
 2. Penetration Tests. Perform periodic third party scans, including penetration tests, for unauthorized applications, services, code, and system vulnerabilities on each System in accordance with industry standards and ASU standards (as documented in [NIST 800-115](#) or equivalent), and Supplier must provide proof of testing to ASU upon ASU's request.
 3. Vulnerability Scanning. All web-based Systems are required to have a remediation plan and third party web application security scans in accordance with then current industry best practices or when required by applicable industry regulations or standards. Supplier must correct weaknesses within a reasonable period of time, consistent with applicable industry regulations or standards, and consistent with the criticality of the risk, and Supplier must provide proof of testing to ASU upon ASU's request.

Revised 09/30/2022

To ask questions, contact your buyer: cfo.asu.edu/procurement

c. In addition to Sections 17(a)-(b) above, the following provision applies if: (i) ASU is purchasing or leasing software, or processing a software renewal; (ii) Supplier is creating any code for ASU; or (iii) Supplier is hosting, or managing by infrastructure outside of ASU, including in the cloud, ASU Data:

1. ASU Rights. Allow ASU (directly or through third party service providers) to scan and/or penetration test any System regardless of where it resides.

d. In addition to Sections 17(a)-(c) above, the following provision applies if: (i) ASU is purchasing or leasing software, or processing a software renewal; (ii) Supplier is creating any code for ASU; (iii) Supplier is hosting, or managing by infrastructure outside of ASU, including in the cloud, ASU Data; or (iv), Supplier is collecting PII or ASU Data via a link on an ASU.edu or other ASU managed webpage:

1. Secure Development. Use secure development and coding standards including secure change management procedures in accordance with industry standards. Prior to releasing new software versions, Supplier will perform quality assurance testing and penetration testing and/or scanning. Supplier will provide to ASU for review, upon ASU request, evidence of a secure software development life cycle (SDLC).

18. **Privacy; No Waivers or End User Agreements**. Supplier will not require any ASU faculty, staff, or students to waive any privacy rights (including under FERPA or the European Union's General Data Protection Regulation (GDPR)) as a condition for receipt of any Goods/Services, and any attempt to do so will be void. If Supplier requires ASU faculty, staff or students to accept a clickwrap, click-through, end user license, or other similar agreement (End User Agreement), the terms of the End User Agreement that conflict or are inconsistent, with the terms of the Agreement or ASU's Privacy Statement will be void.

19. **Background Checks**. Supplier will exclude from any direct participation in Supplier's performance under the Agreement, any unqualified persons. In addition, at the request of ASU, Supplier will, at Supplier's expense, conduct reference checks and employment, education, SSN trace, National Sex Offender Registry, and criminal history record checks (collectively, Screenings) on requested persons employed or contracted by Supplier to perform work under the Agreement. Supplier will maintain as part of the records Supplier is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Supplier will abide by all applicable laws, rules and regulations including the Fair Credit Reporting Act and any equal opportunity laws, rules, and regulations.

20. **Payment Card Industry Data Security Standard**. The terms of this section apply if Supplier is processing credit or debit card transactions as part of the Agreement. For e-commerce business and/or payment card transactions, Supplier will comply with the requirements and terms of the rules of all applicable payment card industry associations or organizations, as amended from time to time (PCI Security Standards), and be solely responsible for security and maintaining confidentiality of payment card transactions processed by means of electronic commerce up to the point of receipt of such transactions by a qualified financial institution.

Supplier will, at all times during the Term, be in compliance with the then current standard for Payment Card Industry Data Security Standard (PCI DSS), Payment Application Data Security Standard (PA-DSS) for software, and PIN Transaction Security (PCI PTS) for hardware. Supplier will provide attestation of compliance to ASU annually by delivering to ASU current copies of the following: (i) Supplier's "Attestation of Compliance for Onsite Assessments – Service Providers;" (ii) an attestation that all ASU locations are being processed and secured in the same manner as those in Supplier's "PCI Report on Compliance;" and (iii) a copy of Supplier's PCI Report on Compliance cover letter. Supplier will notify ASU immediately if Supplier becomes non-compliant, and of the occurrence of any security incidents (including information disclosure incidents, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).

Supplier's services must include the following:

a. Supplier maintains its own network operating on its own dedicated infrastructure. Supplier's network includes a firewall that (i) includes access control rules that separate Supplier's PCI network from ASU, and (ii) restricts any communication between Supplier's network devices and ASU systems.

Revised 09/30/2022

To ask questions, contact your buyer: cfo.asu.edu/procurement

- b. Supplier treats the ASU network as an untrusted network and no unencrypted cardholder data traverses or otherwise is stored on ASU's network, and ASU has no ability to decrypt cardholder data.
 - c. All devices must be SRED (secure reading and exchange of data), EMV (Europay, MasterCard and VISA) and PTS POI compliant.
21. **Americans with Disabilities Act and Rehabilitation Act.** To the extent applicable, Supplier will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all applicable federal regulations, as amended from time to time (ADA Laws). All electronic and information technology and products and services to be used by ASU faculty/staff, students, program participants, or other ASU constituencies must be compliant with ADA Laws. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.
22. **Foreign Corrupt Practices Act/UK Bribery Act/ Local Anti-corruption Law Compliance.** Supplier warrants that it is familiar with the U.S. laws prohibiting corruption and bribery under the U.S. Foreign Corrupt Practices Act and the United Kingdom laws prohibiting corruption and bribery under the UK Bribery Act. In connection with Supplier's work under the Agreement, Supplier will not offer or provide money or anything of value to any governmental official or employee or any candidate for political office in order to influence their actions or decisions, to obtain or retain business arrangements, or to secure favorable treatment in violation of the Foreign Corrupt Practices Act, the UK Bribery Act, or any other local anti-corruption law, either directly or indirectly. Any breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other local anti-corruption law, will be a material breach of the Agreement.
23. **Export Controls.** If any of the Goods/Services are export-controlled under the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, or through the sanctions and embargoes established through the Office of Foreign Assets Control (collectively, the Export Control Laws), Supplier will provide ASU with written notification that identifies the export-controlled Goods/Services and such Goods/Services export classification. None of the work undertaken pursuant to the Agreement will require either party to take or fail to take any action that would cause a violation of any of the Export Control Laws. The parties will cooperate to facilitate compliance with applicable requirements of the Export Control Laws.
24. **Assignment.** Supplier may not transfer or assign the Agreement or any of Supplier's rights or obligations thereunder, either directly or indirectly, or by operation of law, without ASU's prior written consent, and any attempt to the contrary will be void.
25. **Governing Law and Venue.** The Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to the Agreement will be conducted in Maricopa County, Arizona. Each party consents to such jurisdiction, and waives any objection it may now or hereafter have to venue or to convenience of forum.
26. **Packaging.** Supplier will package the Goods in accordance with good commercial practice. Each shipping container will be clearly and permanently marked as follows: (i) Supplier's name and address; (ii) ASU's name, address, and purchase order number; (iii) container number and total number of containers, e.g., box 1 of 4 boxes; and (iv) the number of the container bearing the packing slip. Supplier will bear cost of packaging unless otherwise provided.
27. **Shipment Under Reservation Prohibited.** Supplier will not ship the Goods under reservation and no tender of a bill of lading will operate as a tender of the Goods.
28. **Title and Risk of Loss.** The title and risk of loss of the Goods will not pass to ASU until they are delivered, received, and the contract of coverage has been completed. All risk of transportation and all related charges will be the responsibility of Supplier. Supplier will insure and file all claims for visible and concealed damage. ASU will notify

Revised 09/30/2022

To ask questions, contact your buyer: cfo.asu.edu/procurement

Supplier promptly of any damaged Goods and will assist Supplier in arranging for inspection. Notice of rejection may be made to Supplier at any time within 1 month after delivery to ASU.

29. **No Replacement of Defective Tender.** Every tender of Goods will fully comply with all provisions of the Agreement as to time of delivery, quantity, quality, and the like. If a tender is made that does not fully conform, this will constitute a breach and Supplier will not have the right to substitute a conforming tender.
30. **Business Continuity Plan.** If requested by ASU, Supplier will provide to ASU, within 30 days after such request, a comprehensive plan for continuing the performance of its obligations during a Public or Institutional Emergency (the Business Continuity Plan). The Business Continuity Plan, at a minimum, will address the following: 1) identification of response personnel by name; 2) key succession and performance responses in the event of sudden and significant decrease in workforce; 3) contingency plans for the Supplier to continue the performance of its obligations under the Agreement, despite the emergency and 4) if Supplier will store, have access to, or otherwise process any ASU Data, a data recovery plan that includes the following: identification of data recovery personnel by name, how ASU Data will be recovered, recovery point and recovery time objectives, and steps to be taken to recover ASU Data. If ASU requires a data recovery plan, upon ASU's request, Supplier will provide ASU with evidence that Supplier annually tests the data recovery plan. In the event of a Public or Institutional Emergency, Supplier will implement the applicable actions set forth in the Business Continuity Plan and will make other commercially practicable efforts to mitigate the impact of the event. For clarification of intent, Supplier will not be entitled to any additional compensation or extension of time by virtue of having to implement a Business Continuity Plan, unless otherwise agreed to by ASU in writing. A Public or Institutional Emergency means a natural or human made event that creates a substantial risk to the public, that causes or threatens death or injury to the general public, or that causes a significant disruption to the day-to-day business operations of ASU.
31. **Gratuities.** Supplier will not give or offer any gratuities, in the form of entertainment, gifts or otherwise, or use an agent or representative of Supplier to give or offer a gratuity, to any officer or employee of the State of Arizona with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. If ASU determines that Supplier has violated this section, ASU may, by written notice to Supplier, cancel the Agreement. If the Agreement is canceled by ASU pursuant to this section, ASU will be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Supplier in providing gratuities.
32. **Modifications.** The Agreement may be modified or rescinded only by a writing signed by both parties.
33. **Interpretation-Parol Evidence.** The Agreement is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement will not be relevant to determine the meaning of the Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.
34. **No Waiver.** No waiver by ASU of any breach of the provisions of the Agreement by Supplier will be construed to be a waiver of any future breach or bar ASU's right to insist on strict performance of the Agreement.
35. **Assignment of Anti-Trust Overcharge Claims.** In actual economic practice, overcharges resulting from antitrust violations are borne by the ultimate purchaser. Therefore, Supplier hereby assigns to ASU any and all claims for such overcharges.
36. **Sales and Use Tax.** Supplier will comply, and require all of the Supplier Parties to comply, with all applicable state and sales excise tax laws and compensation use tax laws and all amendments to same. Supplier will indemnify, defend, and hold harmless ASU, for, from, and against any and all claims and demands made against it by virtue of the failure of Supplier or any subcontractor to comply with the provisions of any or all tax laws and amendments. ASU is not exempt from state sales excise tax and compensation use tax.

Revised 09/30/2022

To ask questions, contact your buyer: cfo.asu.edu/procurement

37. **Parking.** Supplier will obtain all parking permits and/or decals required while performing any work on ASU premises. If needed, Supplier should contact ASU Parking and Transit, <http://cfo.asu.edu/pts>.
38. **Campus Deliveries and Mall Access.** Supplier will familiarize itself with ASU parking, campus delivery options, and loading zones. Not all campus buildings are directly accessible and some require Supplier to unload at lots or loading areas that may not be adjacent to the delivery or work location. As a result, Supplier must then transport Goods by using electric style golf carts, dolly, or other manual device across pedestrian malls. Many campuses include features and pedestrian malls that may have limited access for Supplier vehicle and carts. Walk-Only Zones prohibit access to all wheeled traffic during enforcement times, and deliveries or work requiring vehicular or cart access may need to be arranged outside of enforcement times. For details about parking permits, supplier permits, loading zones, mall access, and pedestrian mall restrictions, go to <http://cfo.asu.edu/pts>. For additional information, go to <http://walk.asu.edu>.
39. **Health Insurance Portability and Accountability Act.** To the extent applicable, Supplier will abide by all laws and regulations that protect the privacy of healthcare information to which Supplier obtains access under the Agreement. Certain portions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 (**HIPAA**), as codified at 42 U.S.C. § 1320d through d-8, and the federal privacy regulations as contained in 45 CFR Part 164 may apply to Supplier and ASU, and their relationships and operation under the Agreement. If necessary, Supplier and ASU will enter into a standard Business Associate Agreement, and any other required HIPAA agreements. To the extent the terms thereof relate to Supplier's performance under the Agreement, the provisions of the Business Associate Agreement will control.
40. **Liens.** All Goods/Services delivered and performed under the Agreement will be free of all liens and, if ASU requests, Supplier will deliver to ASU a formal release of all liens.
41. **Performance and Payment Bonds.** At the request of ASU, Supplier will provide and pay for performance and payment bonds. Bonds will cover the faithful performance (100%) of the Agreement and the payment of all obligations (100%) thereunder, in such form as ASU may prescribe. Supplier will deliver the required bonds to ASU not later than the date of executing the Agreement. Supplier will require the attorney in fact who executes the required bonds on behalf of surety to affix thereto a certified and current copy of his/her power of attorney indicating the monetary limit of such power. Surety will be a company licensed to do business in the State of Arizona and will be acceptable to ASU. Supplier will increase the bond amount to include any change order, at 100% of the total value amount of each change order.
42. **Price Adjustment.** ASU normally considers price changes at the end of one contract period and the beginning of another. Price change requests will be supported by evidence of increased costs to Supplier. ASU will not approve price increases that will merely increase gross profitability of Supplier at the expense of ASU. Price change requests will be a factor in the contract extension review process. ASU will determine whether any requested price increase or an alternate option is in the best interest of ASU. Any price adjustment to the Agreement will require an updated PO.
43. **Academic Freedom and Accreditation.** ASU will maintain ultimate authority over all curriculum. Nothing in the Agreement will limit ASU's academic freedom or require ASU to violate any of the policies, standards, and requirements of ABOR or any accrediting entities.
44. **Essence of Time.** Time will be of the essence as to matters contemplated by the Agreement.
45. **Non-Discrimination.** The parties will comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will 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.**

Revised 09/30/2022

To ask questions, contact your buyer: cfo.asu.edu/procurement

46. **Conflict of Interest.** If within 3 years after the execution of the Agreement, Supplier hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating the Agreement, then ASU may cancel the Agreement as provided in ARS § 38-511.
47. **Arbitration.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.
48. **Dispute Resolution.** If a dispute arises under the Agreement, the parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.
49. **Records.** To the extent required by ARS § 35-214, Supplier will retain all records relating to the Agreement. Supplier will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of the Agreement and for 5 years after the completion of the Agreement. The records will be provided at ASU in Tempe, Arizona, or another location designated by ASU on reasonable notice to Supplier.
50. **Failure of Legislature to appropriate.** In accordance with ARS § 35-154, if ASU's performance under the Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Supplier and cancel the Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.
51. **Weapons, Explosives, and Fireworks.** ASU's Weapons, Explosives, and Fireworks Policy prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in ARS § 12- 781, or unless written permission is given by ASU's Police Chief or a designated representative. Supplier will notify all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Supplier of this policy and Supplier will enforce this policy against all such persons and entities.
52. **Confidentiality.** ASU, as a public institution, is subject to ARS §§ 39-121 to 39-127 regarding public records. Any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law.
53. **Indemnification and Liability Limitations.** Because ASU is a public institution, any indemnification, liability limitation, releases, or hold harmless provisions are limited as required by Arizona law, including Article 9, Sections 5 and 7 of the Arizona Constitution and ARS §§ 35-154 and 41-621. ASU's liability under any claim for indemnification is limited to claims for property damage, personal injury, or death to the extent caused by acts or omissions of ASU.
54. **Advertising, Publicity, Names and Marks.** Supplier will not do any of the following, without, in each case, ASU's prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (ASU Marks), including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding the Agreement; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of ASU Marks must comply with ASU's requirements, including using the ® indication of a registered mark.
55. **Privacy; Educational Records.** Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (FERPA). Supplier will not require any ASU students or employees to waive any privacy rights (including FERPA or the European Union's General Data Protection Regulation (GDPR)) as a condition for receipt of any educational services, and any attempt to do so will be void. Supplier will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. If the Agreement requires or permits Supplier to access or release any student records, then, for purposes of the Agreement only, ASU designates Supplier as a "school official" for ASU under FERPA, as that term is used in FERPA. In addition, any access or disclosures of student educational records made by Supplier or any Supplier Parties must comply with ASU's definition of legitimate educational purpose in SSM 107-01: Release of Student Information, at

Revised 09/30/2022

To ask questions, contact your buyer: cfo.asu.edu/procurement

<http://asu.edu/aad/manuals/ssm/ssm107-01.html>. If Supplier violates the terms of this section, Supplier will immediately provide notice of the violation to ASU.

56. **Data Protection.** Supplier will ensure that all services undertaken pursuant to the Agreement are performed in compliance with applicable privacy and data protection laws, rules, and regulations. In addition, Supplier is responsible to ASU for compliance with the Agreement by all Supplier Parties. If Supplier will serve as a Processor of ASU Data that includes Personal Data of Data Subjects in the European Union, Supplier will cooperate with ASU to comply with the GDPR with respect to such Personal Data and Data Subjects. This includes ensuring that all Data Subjects have signed appropriate Consents, and signing and complying with all documents and agreements reasonably requested by ASU, including any data processing agreements. All capitalized terms in this section not otherwise defined in the Agreement are defined in the GDPR.
57. **Authorized Presence Requirements.** As required by ARS § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Supplier warrants that it and its subcontractors comply fully with all applicable immigration laws, rules, and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement. ASU retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.
58. **Small Business.** If subcontracting (Tier 2 and higher) is necessary, Supplier will make commercially reasonable efforts to use Small Business (SB) and Small Diverse Business (SDB) in the performance of the Goods/Services. ASU may request a report at each annual anniversary date and at the completion of the Agreement indicating the extent of SB and SDB participation.
59. **Tobacco Free.** ASU is tobacco-free. For details visit <https://wellness.asu.edu/explore-wellness/body/alcohol-and-drugs/tobacco>.
60. **Title IX Obligation.** Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment built on respect and free of sexual harassment. ASU's Title IX Guidance is available online. Supplier will: (i) comply with ASU's Title IX Guidance; (ii) provide ASU's Title IX Guidance to any Supplier Parties reasonably expected to interact with ASU students or employees, in person or online; and (iii) ensure that all Supplier Parties comply with ASU's Title IX Guidance. For details visit <https://www.asu.edu/titleIX/Vendors-and-an-Environment-of-Respect-Title-IX.pdf>.
61. **No Boycott of Goods or Services from Israel.** If the Goods/Services provided under this Agreement include the acquisition of services, supplies, information technology or construction with a value of at least \$100,000 and Supplier is engaged in for-profit activity and has 10 or more full-time employees, then, to the extent required by ARS § 35393.01, Supplier certifies it is not currently engaged in, and during the term of this Agreement will not engage in, a boycott of goods or services from Israel.
62. **Insurance Requirements.** Without limiting any liability of or any other obligation of Supplier, Supplier will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under the Agreement, insurance against claims that may arise from or in connection with the performance of the work hereunder by Supplier, its agents, representatives, employees or subcontractors, as described at [PO Insurance Requirements](#). In addition, Supplier and ASU will reasonably cooperate to reach mutual agreement if the State of Arizona requires modification or variation from the Insurance Requirements.
63. **Provision of Goods/Services to ASU Component Units.** In addition to providing the Goods/Services to ASU, Supplier will provide some or all of the Goods/Services to each of ASU's Component Units that so requests. Supplier will enter into a Consent and Agreement to be Bound with each such requesting Component Unit, and except as may be set forth in the Consent and Agreement to be Bound, Supplier will provide the Goods/Services to each such Component Unit to the same extent and on the same terms provided to ASU under this Agreement. ASU's Component Units are described in ASU's Comprehensive Annual Financial Reports (Note B to Financial Statements).

Revised 09/30/2022

To ask questions, contact your buyer: cfo.asu.edu/procurement

64. **Third Party Arrangements.** From time to time, ASU may enter into arrangements with third parties that may require Supplier to work cooperatively with and/or connect and use infrastructure with third parties. On a case-by-case basis, ASU and Supplier will work cooperatively, timely, and in good faith to take such actions as may be necessary or appropriate to give effect to ASU's third party agreements. Supplier will not be bound to terms and conditions of a third party that are different from this Agreement unless expressly agreed in writing. If the third party terms and conditions conflict with this Agreement's terms, impact Supplier's ability to meet service level agreements of this Agreement, or may cause Supplier to incur additional costs, then the parties will enter into good faith negotiations for an amendment to this Agreement prior to Supplier agreeing to compliance with the third party terms and conditions.
65. **Independent Contractor.** Supplier is an independent contractor. Neither ASU nor Supplier may bind the other. None of the Supplier Parties will be employees, agents, partners, or joint venturers of ASU. None of the Supplier Parties will be eligible for any benefits from ASU, including worker's compensation coverage. Supplier is responsible to ASU for compliance with the Agreement by the Supplier Parties. Supplier will determine Supplier's hours of work, and will provide all tools, equipment, and supplies Supplier determines to be necessary to deliver and perform the Goods/Services. Supplier will maintain all business registrations and licenses required to deliver and perform the Goods/Services. Supplier is using its own knowledge, skill, and technical know-how in the delivery and performance of the Goods/Services and is not being supervised by ASU. The conduct and control of Services lies solely with Supplier, and ASU is interested only in final results.
66. **No Forced Labor of Ethnic Uyghurs.** To the extent required by A.R.S. § 35-394, Supplier certifies it is not currently, and during the term of this Agreement will not use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of the ethnic Uyghurs in the People's Republic of China. If Supplier becomes aware during the term of the agreement that it is not in compliance with this written certification, it shall notify ASU within five (5) business days of becoming aware of the noncompliance
67. **Federal Funding Provisions.** If the Agreement involves the use of United States federal funds, including from a government grant or funds from a subcontract at any tier relating to a federal government grant, the following terms apply to the Agreement:
- a. **Byrd Anti-Lobbying Amendment.** If the Agreement is for \$100,000 or more, Supplier will file the certifications required by 31 U.S.C 1352 and associated regulations. Each tier certifies to the tier above that it will not or 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 31U.S.C. 1352. Each tier will also disclose any lobbying with non-federal funds that takes place in connection with obtaining a federal award. Such disclosures are forwarded from tier to tier up to ASU.
 - b. **Debarment & Suspension.** Supplier represents and warrants that neither it nor any of its subcontractors supplying the Goods/Services have either directly or indirectly or through subcontractors, been suspended, debarred, or otherwise excluded from participation in or penalized by any federal or state procurement, nonprocurement, or reimbursement program. Supplier affirms that it has confirmed the above statement by checking The System for Award Management (SAM) www.uscontractorregistration.com within 180 days prior to commencing work under the Agreement. Supplier will provide immediate written notice to ASU upon learning that it or any of its subcontractors are under any investigation or proposed action that could result in such exclusion, suspension, or debarment.
 - c. **Rights to Inventions Made Under an Agreement or Agreement.** If this Agreement is a "funding agreement" under 37 CFR 401.3, the Parties agree to incorporate by this reference the standard patent rights clause found in 37 CFR 401.14 and any implementing regulations issued by the awarding agency.

Revised 09/30/2022

To ask questions, contact your buyer: cfo.asu.edu/procurement

d. **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.** To the extent any of the provisions of 2 CFR Appendix II to Part 200 apply to this Agreement, such provisions are incorporated by reference.

68. **Government Subcontract Provisions.** If this order is a subcontract under a U.S. government prime contract, the clauses referenced below of the Federal Acquisition Regulations (FAR) and the Defense Federal Acquisition Regulations (DFAR), or the Armed Services Procurement Regulations (ASPR) are incorporated into the Agreement by this reference. Each regulation contains criteria for determining applicability of the regulation to a particular contract.

In the following clauses, the terms "Government" and "Contracting Officer" will mean ASU; the term "Agreement" will mean the Agreement and the term "Contractor" will mean Supplier. Supplier will comply with all applicable federal laws and regulations, including but not limited to Uniform Guidance (2 CFR Part 200) and Debarment and Suspension (45 CFR 620).

For purchases funded with federal funds, the following provisions are incorporated into the Agreement by reference where applicable and form a part of the terms and conditions of the Agreement. Supplier agrees to flow down all applicable clauses to lower-tier entities.

Federal Acquisition Regulations (FAR)**

52.202-1 Definitions

52.203-3 Gratuities

52.203-5 Covenant Against Contingent Fees

52.203-6 Restrictions on Subcontractor Sales to the Government

52.203-7 Anti-Kickback Procedures

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

52.204-2 Security Requirements

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

52.204-26 Covered Telecommunications Equipment or Services-Representation

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment

52.211-15 Defense Priority and Allocation Requirements 52.214-27

Price Reduction For Defective Cost or Pricing Data

52.215-1 Instructions to Offerors—Competitive Acquisition.

52.215-2 Audit and Records - Negotiation

52.215-12 Subcontractor Cost or Pricing Data

52.215-13 Subcontractor Cost or Pricing Data – Modifications

52-215-14 Integrity of Unit Prices

52-219-8 Utilization of Small Business Concerns

52-219-9 Small Business Subcontracting Plan

52.222-1 Notice to the Government of Labor Disputes

52.222-4 Contract Work Hours and Safety Standards Act Overtime Compensation

52.222-6 Davis-Bacon Act [Construction Wage Rate Requirements]

52.222-20 Walsh Healey Public Contracts Act [Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000.]

52.222-21 Prohibition of Segregated Facilities

52.222-26 Equal Opportunity

52.222-35 Equal Opportunity for Veterans

52.222-36 Equal Opportunity for Workers with Disabilities

52.222-37 Employment Reports on Veterans

52.222-40 Notification of Employee Rights Concerning Payment of Union Dues or Fees

52.222-41 Service Contract Act of 1965, as Amended

Revised 09/30/2022

To ask questions, contact your buyer: cfo.asu.edu/procurement

52.222-50 Combating Trafficking in Persons
52.223-3 Hazardous Material Identification and Material Safety Data
52.223-6 Drug-Free Workplace
52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors
52.225-1 Buy American Act – Supplies
52.225-13 Restrictions on Certain Foreign Purchases
52.227-1 Authorization and Consent (Alt I in all R&D)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
52.227-3 Patent Indemnity
52.227-10 Filing of Patent Applications--Classified Subject Matter
52.227-11 Patent Rights – Ownership by the Contractor (Alt I-V)
52.227-13 Patent Rights - Ownership by the Government
52.227-14 Rights in Data – General
52.233-1 Disputes
52.242-1 Notice of Intent to Disallow Costs
52.242-15 Stop-work order
52.243-1 Changes - Fixed Price (43.205 (a) (1) Alts may apply)
52.243-2 Changes - Cost Reimbursement (43.205 (b) (1) Alts may apply)
52.244-2 Subcontracts
52.244-5 Competition in Subcontracting
52.244-6 Subcontracts for Commercial Items
52.245-2 Government Property – Installation Operation Services
52.246-15 Certificate of Conformance
52.247-63 Preference for U.S. Flag Air Carriers
52.247-64 Preference for U.S. Flag Commercial Vessels
52.249.1 Termination for Convenience of the Government (Fixed Price) less than simplified acquisition threshold
52.249-2 Termination for Convenience of the Government (Fixed Price) more than simplified acquisition threshold
52.249.4 Termination for Convenience of the Government (Services)
52.249-5 Termination for the Convenience of the Government (Educational and Other Nonprofit Institutions)
52.249-14 Excusable Delays

Defense Federal Acquisition Regulations (DFAR) DFAR CIT. TITLE**

252.203-7001 Prohibition on Persons convicted of Fraud or Other Defense-Contract-Related Felonies 252.2227000
Restrictions on Employment of Personnel
252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting
252.211-7003 Item Unique Identification and Valuation
252.225-7000 Buy American Act and Balance of Payments program 252.227-7013 Rights in Technical Data and
Computer Software 252.227-7016 Rights in Bid or Proposal Information
252.227-7018 Rights in Noncommercial Technical Data and Computer Software 252.227-7019 Validation of
Asserted Restrictions – Computer Software
252.227-7037 Validation Technical Data
252.243-7001 Pricing of Agreement Modifications
252.244-7000 Subcontracts for Commercial Items and Commercial Components
252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008 Sources of Electronic Parts

*Full text of the FAR clauses can be found at <https://www.acquisition.gov/far/part-52>

**Full text of the DFAR clauses can be found at <https://www.acquisition.gov/dfars/part-252-solicitation-provisions-and-contract-clauses>

Revised 09/30/2022

To ask questions, contact your buyer: cfo.asu.edu/procurement