

UNIVERSITY OF DELAWARE SPECIAL TERMS AND CONDITIONS

By accepting this order, Vendor agrees to furnish the materials, supplies, or services covered by this order, and to be bound by the terms and conditions set forth in the order, the general terms and conditions set forth on the reverse side of the order, and these special terms and conditions. The goods and /or services described in this purchase order constitute a subcontract under a U.S. Government Prime Contract/Grant. The applicable clauses listed below are incorporated into, and form a part of the terms and conditions of this purchase order. In the event of any conflict between the terms and conditions of this section and any other provision of this purchase order, the terms and conditions of this section shall prevail. The term "FAR" means the Federal Acquisition Regulations, including revisions in effect on the date of this purchase order. The term "DFAR" means the Department of Defense Supplement to the Federal Acquisition Regulations, including revisions in effect on the date of this purchase order. The term "OMB" means the Office of Management and Budget. The term "PL" means Public Law. The term "EO" means Executive Order. The term "USC" means United States Code. The terms "Contractor", "Government" and "Contracting Officer" as used in these clauses incorporated by this reference shall be deemed to refer to the "Seller", "Buyer" and the "University of Delaware". Any reference to a "Disputes" clause in any of the clauses listed below shall be deemed to refer to the "Disputes" clause contained in the Prime Contract/Grant. In no event shall such reference to a "Disputes" Clause be construed to allow the Seller, without the concurrence or approval of the University of Delaware, to prosecute and appeal either directly or in the name of the University of Delaware to the Contracting Officer for such Prime Contract/Grant.

a. The following provisions of the Federal Acquisition Regulations (FAR)

apply regardless of the amount of this order:

- * Anti-Kickback Procedures 52,203-7
- * Buy American Act and Balance of Payments Program 52,225-7001
- * Contract Work Hours and Safety Standards Act-
Overtime Compensation 52,222-4
- * Equal Employment Opportunity 52,222-26
- * Integrity of Unit Prices 52,215-26(a)(b)
- * Notice of the Government of Labor Disputes 52,222-1
- * Preference for U.S.-Flag Air Carriers
(for international air travel only) 52,247-63
- * Restrictions of Subcontractor Sales to the Government 52,203-6
- * Service Contract Act of 1965 (Reserved) 52,222-41
- * Termination and Delays

University of Delaware may by written notice stating the extent and effective date terminate this order for convenience at any time. University of Delaware shall pay Seller as full compensation for performance until such termination (1) the unit or pro rata order price for the delivered and accepted portion and (2) a reasonable amount, not otherwise recoverable from other sources by the Seller with respect to the undelivered or unaccepted portion of this order provided compensation hereunder shall in no event exceed the total order price. University of Delaware may by written notice terminate this order for Seller's default, at any time, if Seller refuses or fails to comply with the provisions of this order, or fails to make deliveries within the time specified or any written extension thereof. If after notice of terminating for default University of Delaware determines that failure to perform is due to causes beyond the control and without the fault or negligence of the Seller, or if such delay is due to failure of University of Delaware, not caused or contributed to by Seller, University of Delaware may extend the time for completion of this order or termination shall be deemed for the convenience of University of Delaware. The rights and remedies of University of Delaware provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law under this order.

b. The following provision of the Federal Acquisition Regulations (FAR) also applies if the amount of this order exceeds \$2500:

- * Affirmative Action for Handicapped Workers 52,222-36

c. The following provisions of the Federal Acquisition Regulations (FAR) also apply if the amount of this order exceeds \$10,000:

- * Affirmative Action for Special Disabled and Vietnam Era Veterans 52,222-35
- * Audit-Negotiation 52,215-2
- * Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era 52,222-37
- * Examination of Records by Comptroller General 52,215-1
- * Utilization of Small Business Concerns and Small Disadvantaged Business Concerns 52,219-8
- * Walsh-Healy Public Contracts Act 52,222-20d

d. The following provisions of the Federal Acquisition Regulations (FAR) also apply if the amount of this order exceeds \$25,000:

- * Authorization and Consent 52,227-1
- * Notice and Assistance RE: Patent and Copyright Infringement 52,227-2
- * Preference for Privately Owned U.S.-Flag Commercial Vessels 52,247-64
- * Utilization of Labor Surplus Area Concerns 52,220-3

* Utilization of Women-Owned Small Businesses 52,219-13

e. The following provisions of the Federal Acquisition Regulations (FAR) also apply if the amount of this order exceeds \$100,000:

- * Clean Air & Water 52,223-2
- * Price Reduction for Defective Cost or Pricing Data
-Subcontractor Cost or Pricing Data 52,215-24
-Subcontractor Cost or Pricing Data-
Modifications 52,215-25

Note: 52,215-24 applies if cost or pricing data is initially required; if not, 52,215-25 applies to transactions over \$100,000

f. The following provisions of the Federal Acquisition Regulations (FAR) also apply if the amount of this order exceeds \$500,000:

- * Labor Surplus Area Subcontracting Program 52,220-4
- * Small Business and Small Disadvantaged Business
Subcontracting Plan 52,219-9

g. The following provisions of the Federal Acquisition Regulations (FAR) apply when noted:

- * Filing of Patent Applications-Classified Subject Matter
When subcontract involves classified matters 52,227.10
- * Hazardous Material Identification and Material Safety Data
When subcontract involves hazardous material 52,223-3
- * Overseas Distribution of Subcontracts (DOD only)
When subcontract amount exceeds \$100,000 52,204-7005
- * Patent rights Clauses

When the subcontract or purchase order involves experimental research and developing work 52,227-11,12

Note: 52,227-11 applies to small businesses and non-profit organizations; 52,227-12 applies to others

* Rights in Technical Data and computer Software (DOD only)**

When subcontract includes technical data or software acquisition requirement 52,227-7013

* Restrictive Markings on Technical Data
Same as ** above 52,227/7018

* Validation of Restrictive Markings on Technical Data
Same as ** above 52,227-7037

* Required Sources for Jewel Bearings
When subcontract or purchase order requires use of jewel bearings 52,208-1

* Security Requirements
When Subcontract involves access to classified information 52,204-2

* Special Prohibition on Employment (DOD only)
If the subcontract amount exceeds \$25,000 52,203-7001

h. Non-procurement Debarment and Suspension (applies to purchase orders over \$25,000).

i. Lobbying Restrictions-for subcontracts over \$100,000-FAR 52.203-12 applies to University of Delaware's subcontracts.

j. The following provisions apply where appropriate:

- * Byrd Anti-Lobbying Amendment (31 USC 1352)
- * Davis-Bacon Act as amended (40 USC 276a-a7)

k. Issuance of an order in excess of \$25,000 will be contingent upon receiving, from the successful bidder, certification that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.