

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
Additional Purchase Order Terms and Conditions

- A1. **INTELLECTUAL PROPERTY RIGHTS.** Unless otherwise agreed in writing by University, all works of authorship delivered by Vendor under this Contract (“Work Product”) shall be considered “works made for hire” under U.S. copyright laws and shall be the exclusive property of University with all rights to make, use, sell, reproduce, distribute, publish, display, and prepare derivative works without further obligation to Vendor. Vendor will not place any restrictive markings upon Work Product. Any inventions, discoveries, or improvements, whether patentable or unpatentable, made by Vendor or its personnel in performing this Contract (“Inventions”), including all patent rights therein and any copyrights in materials related thereto, in all jurisdictions, shall belong to and are hereby assigned to University. Vendor shall promptly and fully disclose all Inventions to University and cooperate with University and its agents as may be reasonably required to obtain patent protection for such Inventions, including the signing of assignments of Inventions and patent rights therein, and the signing of any applications or declarations or similar documents related to an application for patent.

University shall not claim any interest in Vendor’s materials, products, inventions or know-how existing prior to formation of this Contract (“Preexisting Materials”). Vendor grants to University a royalty-free, nonexclusive, irrevocable, worldwide license to make, use, sell, and to reproduce, distribute, prepare derivative works, and perform, as the case may be, any Preexisting Materials that are included by Vendor in all supplies, including Work Product and Inventions, provided to University under this Contract.

Vendor represents and warrants that the Work Product and Inventions do not infringe on third party intellectual property rights. Vendor must obtain for University a license at no cost to University that will enable University to use the Work Product and Inventions without restriction. Vendor shall indemnify University, its officers, employees, trustees, students, and agents from all loss and liability, including reasonable attorney fees, costs, and expenses, resulting from any claim that the Work Product or Inventions infringe any third party intellectual property rights.

- A2. **EXPORT CONTROL.** Vendor shall comply with all relevant laws, whether United States or foreign, governing the exports and re-exports of items and information made under this Contract. Prior to providing University with any items subject to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. §§ 120-130, Vendor will notify University and identify the items at issue and the applicable categories and subcategories of the United States Munitions List. University may decline to accept any items or information controlled under ITAR. Vendor will direct all notices under this section to the appropriate University contact as follows:

**University of Illinois,
Chicago**
Director, Office of Research
Services
1737 West Polk St.,
MC 672, 304 AOB
Chicago, IL 60612
(312) 996-9005

**University of Illinois,
Springfield**
Provost and Vice Chancellor
for Academic Affairs
One University Plaza,
MS PAC 530
Springfield, IL 62703
(217) 206-6614

**University of Illinois, Urbana-
Champaign**
Export Compliance Officer
Office of Sponsored Programs
1901 South First St., Suite A, MC 685
Champaign, IL 61820
(217) 300-6385
exportcontrols@illinois.edu

- A3. **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA), 20 U.S.C. § 1232g.** Unless authorized by law or by written permission of each affected student, Vendor shall not disclose to any third party information concerning University students. Vendor shall protect all records containing student information in accordance with FERPA and University policy. In addition to other remedies, University may terminate this Contract immediately upon information that Vendor may have violated this provision.
- A4. **ILLINOIS PERSONAL INFORMATION PROTECTION ACT (PIPA), 815 ILCS 530.** If applicable, Vendor will cooperate in good faith with University to maintain security and integrity of personal information in compliance with PIPA.
- A5. **RIGHT OF INSPECTION.** University may inspect Vendor’s facilities pursuant to the Higher Education Standard Procurement Rules, Ill. Adm. Code tit. 44, § 4.7015.
- A6. **MAINTENANCE OF BOOKS AND RECORDS.** Vendor shall maintain books and records that relate to performance of this Contract and that support amounts charged for three years from the date of final payment or for such longer period of time as is necessary to complete ongoing or announced audits or to comply with any applicable federal requirements.

Vendor and any Vendor subcontractors shall cooperate fully with any audit pursuant to 30 ILCS 500/20-65 and shall not impose any charge for audit or examination.

- A7. **WITHHOLDING.** University may withhold or may void any invoice to the extent University deems necessary to protect University from loss due to Vendor's: (a) unsatisfactory performance; (b) damage to University property; or (c) incomplete, inaccurate, or unauthorized billing. University may withhold final payment until Vendor has performed all services or all supplies have been delivered to University's reasonable satisfaction in accordance with the specification and requirement.
- A8. **LITIGATION HOLD ORDER.** Vendor shall, and shall cause Vendor's employees and subcontractors to, fully comply with any litigation hold order issued by University in anticipation of third party litigation relating to this Contract. Vendor shall promptly retrieve, recover, preserve, and retain, and, subject to legal privileges, deliver all information and documents, in any format, covered by a litigation hold order.
- A9. **EQUAL EMPLOYMENT OPPORTUNITY.** The clause at Ill. Adm. Code tit. 44, § 750.10, Appx. A is incorporated into this Contract by reference. If this Contract is federally funded and exceeds \$10,000, the following clause applies: Vendor shall abide by the requirements of 41 C.F.R. §§ 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, sexual orientation, gender identity or national origin. 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, sexual orientation, gender identity, national origin, disability or veteran status. Vendor will include this clause in every subcontract awarded under this Contract so that the provision is binding upon the subcontractor.
- A10. **CONFLICT OF INTEREST.** Vendor is not legally prohibited from contracting with the State of Illinois and has disclosed all known conflicts of interest in connection with this Contract.
- A11. **EXCLUDED PARTIES.** Vendor certifies that neither Vendor nor any of Vendor's directors, officers, employees, agents, and subcontractors who may provide services pursuant to this Contract (each, an "Agent") is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from transactions with the U.S. government or by any federal government agency. Vendor shall provide University immediate written notice if Vendor learns that this certification was erroneous when made or if Vendor or any Agent hereafter becomes debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from transactions with the U.S. government or by any federal government agency. Vendor further certifies that neither Vendor nor any Agent is presently subject to an investigation or proceeding to exclude either as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. University may terminate this Contract immediately without any penalty to University if either of these certifications was erroneous when made or becomes no longer valid during the term of this Contract.
- A12. **EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT.** Pursuant to the Employment of Illinois Workers on Public Works Act, 30 ILCS 570, Vendor shall employ at least 90% Illinois laborers on all public works projects or improvements or for the clean-up and on-site disposal of hazardous waste whenever there is a period of excessive unemployment in Illinois, except as otherwise permitted in the Act.
- A13. **VETERANS PREFERENCE ACT.** Pursuant to the Veterans Preference Act, 330 ILCS 55, Vendor shall give preference to veterans of United States military and naval service in appointments and employment on public works projects.
- A14. **PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT.** Pursuant to the Public Works Employment Discrimination Act, 775 ILCS 10, Vendor shall not refuse or deny employment to any person in any capacity on the ground of unlawful discrimination as defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the performance of this Contract.
- A15. **USE OF SOYBEAN OIL BASED INK FOR PRINTING SERVICES.** If this Contract is for printing services on a traditional printing press, Vendor shall use soybean oil-based ink, 30 ILCS 500/45-15. Vendor may request permission to use another type of ink for reasons of quality or pricing by submitting a notice to University. Permission is not guaranteed.

- A16. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) and HIPAA Administrative Simplification Regulations at 45 C.F.R. pts. 160, 162, and 164.** If Vendor is University's Business Associate, as that term is defined by the HIPAA Privacy Rule at 45 C.F.R. §160.103, then Vendor and University shall enter into a separate HIPAA Business Associate Agreement.
- A17. **MEDICAL GOODS AND SERVICES.** If Vendor furnishes, or otherwise authorizes the furnishing of, Medicaid healthcare items or services, performs billing or coding functions, or is involved in monitoring of healthcare provided by University, then Vendor shall comply with applicable provisions of the Deficit Reduction Act of 2005, 42 U.S.C. §1396a, and adopt University's policies for detecting and preventing waste, fraud, and abuse, which are located at: <http://go.uillinois.edu/DRAVendor>.
- A18. **WEB CONTENT ACCESSIBILITY.** This provision applies only to Contracts for services that include web content. Vendor must ensure that services provided under this Contract conform to the W3C Web Content Accessibility Guidelines, version 2.0 (WCAG 2.0) at conformance levels A and AA. If the services do not fully conform to WCAG 2.0 A and AA, Vendor must notify University in writing of the nonconformance and provide detailed information regarding the plans to achieve conformance, including but not limited to an intended timeline. Vendor shall promptly respond to and resolve any University complaint regarding accessibility of its products or services.