University of Missouri - PURCHASE ORDER TERMS AND CONDITIONS
(Updated as of October 2023)

Unless otherwise specifically provided by separate written agreement signed by The Curators of the University of Missouri ("University"),
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23. The University will comply with applicable federal and state laws including the Foreign Account Tax Compliance Act which may require the University to withhold and remit to the US Treasury a percentage of payments to certain foreign Suppliers.
24. Debarment and Suspension Certification: Supplier certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency in accordance with Executive Order 12549 (2/18/86). If Supplier cannot certify this statement, Supplier will submit to University a written explanation for review by University. Supplier must notify University Director of Procurement within 30 days if debarred by any governmental entity during Purchase Order period.
25. The Purchase Order and all of the rights and obligations of the Parties hereto and all of the terms and conditions of the Purchase Order will be governed by the laws of the State of Missouri without giving effect to the conflict of laws principles. Any action to enforce the provisions of the Purchase Order shall be brought in a court of competent jurisdiction and proper venue in the State of Missouri.
26. Sovereign Immunity: The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify ano-8.6 (o)2 (pcup-8 (a)-6 (r)-2.7)2 (p49.853

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31. In no event shall a party be liable for indirect, consequential, incidental, lost profits or like expectancy damages arising out of this Purchase Order, even if advised of the possibility of such. University's total obligation under this Purchase Order is set forth in the "Total PO Amount" field on the face of this Purchase Order.

32. The relationship between the Parties is solely that of independent contractors, not partners, joint venturers, employees, or agents, or otherwise. Neither will have any authority to bind the other in any manner and will not represent or imply that it has such authority.

33. Supplier warrants that all goods and services provided under this Purchase Order (a) are new, unused, and free from defects in material and workmanship; (b) are the quality and dimensions ordered; (c) comply with representations in Supplier's advertisement, correspondence, or RFB or RFP response; (d) comply with applicable laws, regulations, or codes; and (e) are not restricted by rights of third parties.

34. Neither party may assign any part of this Purchase Order without prior express written consent of the other.

35. Supplier will make records of Supplier's costs, reimbursable expenses and payments pertaining to this Purchase Order available to University or its authorized representative during business hours and retain those records for four (4) years after final payment or abandonment of the project, unless University otherwise instructs Supplier in writing.

36. Supplier shall comply with applicable export control laws and regulations, including by not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR) 15 CFR Parts 730 through 799, in the performance of this Purchase Order. In the absence of available license exemptions/exceptions, Supplier shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Supplier shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions. Prior to disclosing or transferring to University any hardware, technical data, software, or product utilizing any such data which is subject to export controls under federal law, Supplier shall notify University in writing of the nature and extent of the export control. University shall have the right to decline any such technical data or product utilizing such data. In the event the Supplier sends such technical data or product that is subject to export control, without notice of the applicability of such export control, University has the right to immediately terminate this Purchase Order.

37. Supplier agrees that all writings or other materials produced by Supplier, its employees or agents relating to the work4 (w)-12.3 (p)1 er thnt