NOTES TO CONTRACTOR:
1. Advise the Purchasing Agent immediately of any exceptions to this Purchase Order. Changes must be approved prior to shipment. Failure to advise will constitute acceptance of all terms and conditions, including price and description, shown on this order.
2. Contractor agrees to comply with all SFASU Purchase Order General Terms and Conditions stated herein and on purchase order document.
3. The Purchase Order Number shall be referred to on all invoices, packages, packing lists, shipping notices and any correspondence relating to this Purchase Order.

DELIVERY:
1. If delay is foreseen, Contractor shall give written notice to SFASU Procurement Services. SFASU Procurement Services reserves the right to extend the delivery date if reasons are acceptable, or to cancel the order and purchase the goods and services elsewhere. Default in promised delivery (without accepted reasons) authorizes SFASU to charge the full increase in cost and handling to the defaulting Contractor.
2. No substitutions or cancellations are permitted without the written approval of SFASU Procurement Services.
3. A current Material Safety Data Sheet (MSDS) must accompany all products requiring one in accordance with current state and federal laws and regulations.
4. Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to buyer upon buyer’s inspection and acceptance of such items at buyer’s location.
5. All items supplied shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise specified. New shall not be construed as excluding recycled or remanufactured products. Failure to meet specifications places the Contractor in default and authorizes SFASU to purchase the goods or services elsewhere and charge the full increase in cost and handling to the defaulting Contractor.

INVOICING: Invoices must include, at a minimum, the following information. Contractor name on purchase order and invoice must match.
1. Purchase Order Number
2. Remittance Address
3. Charges only for items shipped

TAX EXEMPT: SFASU is exempt from Federal Excise Tax and State Sales Tax-Subtitle E, Chapter 151, Section 151.309 of the Tax Code, for purchases of tangible personal property described in this numbered order, purchased from the contractor and/or shipper, as this property is being secured for the exclusive use of the State of Texas. Tax Exemption Letter will be furnished upon request.

ALTERNATIVE DISPUTE RESOLUTION: To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by SFASU and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Vice President for Finance and Administration shall examine Contractor’s claim and any counter claim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor; (ii) neither the issuance of this Contract by SFASU nor any other conduct, action or inaction of any representative of SFASU relating to this contract constitutes or is intended to constitute a waiver of SFASU’s or the state’s sovereign immunity to suit; and (iii) SFASU has not waived its right to seek redress in the courts.

ACCESS TO PUBLIC INFORMATION: Contractor is required to make any information created or exchanged with SFASU pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in PDF or other format that is accessible by the public at no additional charge to SFASU.

ACCESS BY INDIVIDUALS WITH DISABILITIES: Contractor represents and warrants that the electronic and information resources, as defined by Texas law, and all associated information, documentation and support that it provides to SFASU under the Contract (“Electronic and information Resources (EIR) Accessibility Warranty”; collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapters 206 and 213 of the Texas
Administrative Code. SFA may review, test, evaluate and monitor Contractor’s EIRs for compliance with the EIR Accessibility Warranty. Contractor agrees to cooperate fully and provide SFASU timely access to EIRs and other items and information needed to conduct such review, evaluation, testing and monitoring. Neither the review, testing (including acceptance testing), evaluation, or monitoring of any EIR, nor the absence of such review, testing, evaluation, or monitoring will result in a waiver of SFASU’s right to contest the Contractor’s assertion of compliance with the EIR Accessibility Warranty. To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to SFASU, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event Contractor fails or is unable to do so, then SFASU may terminate the Contract and Contractor will refund to SFASU all amounts SFASU has paid under the Contract during the time Contractor was out of compliance with the EIR Accessibility Warranty within thirty (30) days after the termination date.

PATENTS OR COPYRIGHTS: To the extent SFASU is receiving a license to use intellectual property owned by Contractor, Contractor agrees to protect, defend, and indemnify SFASU from any and all claims involving alleged infringements of Contractor’s patents and copyrights.

SECURE ERASURE OF HARD DISK PRODUCTS AND/OR SERVICES: Contractor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer’s Managed Services product’s useful life or the end of the related Customer Managed Services Contract for such products and/or services, in accordance with 1 TAC 202.

LIMITATIONS: The parties are aware that there are constitutional and statutory limitations on the authority of Stephen F. Austin State University to enter into certain terms and conditions of the Contract, including, but not limited to, those terms and conditions relating to liens on your property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidential (collectively, the “Limitations”), and terms and conditions related to the Limitations will not be binding on Stephen F. Austin State University except to the extent authorized by the laws and Constitution of the State of Texas.

EXCESS OBLIGATIONS: Performance by SFASU under the Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of Stephen F. Austin State University (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then SFASU will issue written notice to Contractor and SFASU may terminate the Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of SFASU.

TAX CERTIFICATION: If Contractor is a taxable entity as defined by Chapter 171, Texas Tax Code (“Chapter 171”), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

PAYMENT OF DEBT OR DELINQUENCY TO THE STATE: Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under the Contract may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

ELIGIBILITY TO RECEIVE PAYMENT: In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Contractor certifies that it is not ineligible to receive this Contract any payments under this Contract and acknowledges that SFASU may terminate this Contract and/or withhold payment and/or reimbursement if this certification is inaccurate.

REPRESENTATIONS AND WARRANTIES BY CONTRACTOR: If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to
execute and deliver the Contract, and the individual executing the Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.

PRODUCTS AND MATERIALS PRODUCED IN TEXAS: If Contractor will provide services under the Contract, Contractor covenants and agrees that in accordance with Section 2155.4441, Texas Government Code, in performing its duties and obligations under the Contract, Contractor will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

STATE AUDITOR’S OFFICE: Contractor understands that acceptance of funds under the Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), Texas Education Code. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

SOVEREIGN IMMUNITY: The Parties stipulate and agree that no provision of, or any part of this Contract between SFASU and Contractor, or any subsequent change order, amendment, or other Contract modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to SFASU beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the United States.

CONFIDENTIALITY: During the course of the work and/or services to be provided under this Contract, Contractor may come in contact with confidential information of SFASU. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Contract and not to use, copy, or disclose such information to any third party unless authorized in writing by SFASU. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify SFASU of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Contract shall return SFASU all confidential information in Contractor’s possession or control. Contractor shall further comply with all SFASU information security policies that may apply.

TITLE IX: Stephen F. Austin State University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and SFASU’s sexual harassment policy and procedures (“Regulations”). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on Stephen F. Austin State University-controlled property, including institutions and entities with whom Stephen F. Austin State University places its students. Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct.

As a condition of employment, enrollment, doing business, or being permitted on the campus, the above-mentioned individuals, organizations, and entities must agree to: 1) Report immediately to the Title IX coordinator any and all claims of sex discrimination or sexual misconduct; 2) Cooperate with Stephen F. Austin State University’s Title IX investigation; and, 3) Cooperate fully with all sanctions that Stephen F. Austin State University may impose against such individual, organization, or entity, who is found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, Stephen F. Austin State University reserves the right to take appropriate action, including but not necessarily limited to, immediate removal from campus; discipline of employees and students (including termination of employment and/or expulsion from school); and termination of business or contractual relationships.

CLICK THROUGH LICENSE: This Contract is the entire Contract between SFASU (including SFASU’s employees) and Contractor. Contractor may enter into terms of use contracts, end user license contracts (“EULA”), or other contracts or understandings with users of the Site who are not SFASU's employees. SFASU shall not be liable for the actions of the users of the Application, Site or Services, other than SFASU’s employees. In the event that Contractor enters into terms of use contracts, EULA or other contracts or understandings, whether verbal or in writing, with SFASU's employees, such as by requiring the employee to click an on screen indicator indicating "I accept" before allowing the user to access the Application, Site or Service, such contracts shall be null, void and without effect, and the terms of this Contract shall apply. SFASU will not be bound to any other terms and conditions set forth in any documents, contracts or policies posted on Contractor’s website unless such terms and conditions are set forth in this Contract. Contractor may not unilaterally change any term or condition of this Contract.
AFFIRMATIVE ACTION: By accepting this purchase order, the Seller certifies that it will not discriminate on the basis of race, color, national origin, sex, religion, age, disability, or veteran status, or any other basis prohibited by law and will indemnify SFASU from any claims regarding Contractor discrimination.

U.S. DEPARTMENT OF HOMELAND SECURITY’S E-VERIFY SYSTEM: If applicable, by entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security’s E-Verify system to determine the eligibility of: 1. All persons employed to perform duties within Texas, during the term of the Contract; and 2. All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America. The Contractor shall provide, upon request of SFASU, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor’s subcontractors, as proof that this provision is being followed. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the SFASU and at no fault to the SFASU, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the SFASU must undertake to replace the terminated Contract.

THIS ORDER SHALL BE GOVERNED, CONSTRUED AND INTERPRETED UNDER THE LAWS OF THE STATE OF TEXAS.