Section I
The University of Texas at San Antonio
Purchase Order Terms and Conditions

1. DELIVERY; SUBSTITUTIONS; INVOICES: Deliveries will be made during normal business hours to the address indicated on this Purchase Order. Contractor will keep University advised at all times of the status of delivery or performance under this Purchase Order. If delay is foreseen, Contractor will give prompt written notice to University. Upon notice, University may extend the delivery date in its sole discretion. Contractor will only tender for acceptance those goods and services that conform to the requirements of this Purchase Order. Substitutions, cancellations and price changes will require prior written consent of University. Default in promised delivery or failure to conform to the requirements of this Purchase Order authorizes University to purchase goods or services elsewhere and charge to Contractor any excess cost of such repurchase. Contractor will show this Purchase Order number on all packages, shipments, and invoices. Invoices must be submitted to the address indicated on this Purchase Order.

2. TITLE AND RISK OF LOSS: Title to and risk of loss to any goods to be delivered under this Purchase Order will not pass to University until University actually receives and takes possession of such goods at the point of delivery.

3. PAYMENTS; SALES TAX; ELECTRONIC FUNDS TRANSFER:
   (a) So long as Contractor has provided University with its current and accurate Federal Tax Identification Number in writing, University will pay Contractor for goods and services in accordance with Chapter 2251, Texas Government Code. University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with §151.309, Texas Tax Code, and Title 34 Texas Administrative Code (“TAC”) §3.322.
   (b) Section 51.012, Texas Education Code, authorizes University to make any payment through electronic funds transfer methods. Contractor agrees to receive payments from University through electronic funds transfer methods, including the automated clearing house system (also known as ACH). Prior to the first payment under this Purchase Order, University will confirm Contractor’s banking information. Any changes to Contractor’s banking information must be communicated to University in writing at least thirty (30) days in advance of the effective date of the change.

4. WARRANTIES: In addition to all warranties established by law, Contractor hereby represents, covenants, certifies, warrants and agrees that:
   (a) Contractor will comply with all requirements of this Purchase Order.
   (b) If Contractor is a corporation, partnership, limited partnership, limited liability partnership, or limited liability company, it is duly organized, validly existing and in good standing under the laws of the state of its organization and is duly authorized and in good standing to conduct business in the State of Texas.
   (c) If Contractor is a taxable entity as defined by Chapter 171, Texas Tax Code (“Chapter 171”), Contractor is not currently delinquent in the payment of any taxes due under Chapter 171, or Contractor is exempt from the payment of those taxes, or Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
   (d) Pursuant to §§2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Purchase Order 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.
   (e) In accordance with §231.006, Texas Family Code, the individual or business entity named in this Purchase Order
is not ineligible to receive the award of or payment under this Purchase Order and this Purchase Order may be terminated and payment may be withheld if this certification is inaccurate.

(f) All goods and services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or adopted by University (collectively “specifications”), and will be new, merchantable, fit for the purpose intended, of best quality and workmanship, and free from all defects. University will have the rights of inspection and approval and may reject and return goods or require re-performance of services at Contractor's expense if defective or not in compliance with University's specifications. Defects will not be deemed waived by University's failure to notify Contractor upon receipt of goods or completion of services or by payment of invoice.

(g) No disclosure, description, or other communication of any sort will be made by Contractor to any third person of the fact of University's purchase of goods or services under this Purchase Order, or of the details and characteristics of the goods or services, without University's prior written consent. Anything furnished to Contractor by University pursuant to this Purchase Order including samples, drawings, patterns, and materials will remain the property of University, will be held at Contractor's risk, and will be returned to University upon University's request, and no disclosure or reproduction thereof in any form will be made without University's prior written consent.

(h) Contractor is familiar with and is in full compliance with its obligations, if any, under all applicable federal, state and local, laws, regulations, and ordinances (collectively, “Applicable Laws”).

(i) All goods delivered or services provided pursuant to this Purchase Order will conform to standards established for such goods and services by all Applicable Laws, including those standards promulgated by the federal Occupational Safety and Health Administration (OSHA) and the Texas Hazard Communication Act, Chapter 502, Texas Health and Safety Code (“Texas Hazard Communication Act”). Contractor is familiar with and in full compliance with the Texas Hazard Communication Act and will provide either (1) a Material Safety Data Sheet (“MSDS”) for each product Contractor, its employees, agents or subcontractors brings on University's premises, or (2) a statement of exemption if the product is not covered by the Texas Hazard Communication Act.

(j) Use or sale of any goods delivered under this Purchase Order, except (with respect to patents) goods produced to University's detailed design, will not infringe any adverse valid patent, copyright, trademark or other intellectual property right.

(k) The price to be paid by University will be that contained in Contractor's bid or proposal, which Contractor warrants to be no higher than Contractor's current prices on orders by others for goods or services of the kind covered by this Purchase Order for similar quantities to similar customers under similar conditions. In the event Contractor breaches its warranty, the prices will be reduced to Contractor's current prices on orders by others or, in the alternative, University may cancel this Purchase Order without liability to Contractor.

(l) Contractor will make records of Contractor’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 Contractor in writing. If this Purchase Order requires Contractor’s presence on University’s premises or in University’s facilities, Contractor will cause its employees, representatives, agents, and subcontractors to become aware of, fully informed about, and in full compliance with all applicable University rules and policies, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions (see https://www.utsa.edu/hop/index.html ).

(m) Contractor has not given or offered to give, nor does Contractor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Purchase Order.

(n) The foregoing representations, covenants, certifications, warranties and agreements will survive acceptance of goods as well as performance of services under this Purchase Order.

5. ACCESS BY INDIVIDUALS WITH DISABILITIES. Contractor represents and warrants (the “EIR Accessibility Warranty”)
that the electronic and information resources and all associated information, documentation, and support that it
provides to University under this Purchase Order (collectively, the “EIRs”) comply with the applicable requirements set
forth in 1 TAC Chapter 213 and 1 TAC §206.70 (as authorized by Subchapter M, Chapter 2054, Texas Government
Code.) 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 University, 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 that Contractor fails or is unable to do so, then
University may terminate this Purchase Order and Contractor will refund to University all amounts University has
paid under this Purchase Order within thirty (30) days after the termination date.

6. ANTITRUST LAWS; CLAIMS FOR OVERCHARGES: Contractor warrants and represents that neither Contractor nor
any party acting on behalf of Contractor has violated the antitrust laws of the United States or of the State of Texas.
Contractor hereby assigns to University any and all claims for overcharges associated with this Purchase Order which
arise under the antitrust laws of the United States, 15 U.S.C.A. §1, et seq., or of the State of Texas, Tex. Bus. &
Comm. Code Sec. 15.01, et seq.

7. INDEPENDENT CONTRACTOR: In performing any services under this Purchase Order, Contractor is, and undertakes
performance thereof as, an independent contractor, with sole responsibility for all persons employed in connection
therewith, including exclusive liability for the payment of all federal, state, and local unemployment and disability
insurance premiums and fees and all social security and other taxes and contributions payable in respect of such
persons, from and against which liability Contractor agrees to indemnify, exonerate and hold harmless University

8. INDEMNITY: CONTRACTOR WILL DEFEND, INDEMNIFY AND HOLD HARMLESS UNIVERSITY, THE BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM ("BOARD") AND THE STATE OF TEXAS AND THEIR OFFICERS, AGENTS AND
EMPLOYEES (COLLECTIVELY THE “INDEMNIFIED PARTIES”) FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS,
CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION,
INCLUDING REASONABLE ATTORNEYS’ FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF
THE FOREGOING (COLLECTIVELY “CLAIMS”) BY ANY PERSON OR ENTITY, ARISING OUT OF, IN CONNECTION WITH OR
RESULTING FROM THIS PURCHASE ORDER OR THE GOODS OR SERVICES PROVIDED UNDER THIS PURCHASE ORDER,
TO THE EXTENT CAUSED BY THE ACTS, OMISSIONS OR WILLFUL MISCONDUCT OF CONTRACTOR OR ITS AGENTS,
EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS. IN ADDITION, CONTRACTOR WILL DEFEND, INDEMNIFY AND HOLD
HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR
ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL
PROPERTY RIGHTS ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THIS PURCHASE ORDER OR THE
GOODS OR SERVICES PROVIDED UNDER THIS PURCHASE ORDER.

9. INSURANCE: If Contractor’s employees, agents, suppliers or subcontractors will be present on University’s property,
Contractor will maintain and cause its agents, suppliers and subcontractors (if any) to maintain the following
insurance coverages for at least the specified limits:

<table>
<thead>
<tr>
<th>Coverages</th>
<th>Limits</th>
</tr>
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<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 per accident and employee</td>
</tr>
<tr>
<td>(Including contractual liability)</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Product/Completed Ops Business Auto Liability</td>
<td>$1,000,000 combined single limit</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000 per policy limit</td>
</tr>
<tr>
<td>Technology Errors and Omissions, (Including Cyber Liability)</td>
<td>$2,000,000 per occurrence</td>
</tr>
</tbody>
</table>
All policies (except Workers’ Compensation) will name University, the Board, and their officers and employees as Additional Insured. A Waiver of Subrogation in favor of University and the Board and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements will be provided to University prior to commencement of any services under this Purchase Order. Contractor will endorse all policies to require insurance carriers to notify University of cancellation, termination, material change, or non-renewal of any policy.

**CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE UNIVERSITY DOES NOT MAINTAIN AND WILL NOT OBTAIN INSURANCE OF ANY TYPE TO PROTECT CONTRACTOR AGAINST ANY LOSS, DAMAGE OR INJURY THAT MAY IN ANY WAY RESULT FROM CONTRACTOR’S PERFORMANCE OF THE SERVICES. CONTRACTOR HEREBY RELEASES THE UNIVERSITY FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR COSTS RELATING TO THE PERFORMANCE OF THE SERVICES, UNIVERSITY’S USE OF THE WORK MATERIAL, AND UNIVERSITY’S RELIANCE ON THE SERVICES.**

10. **VENUE; GOVERNING LAW:** Bexar County, Texas, will be the proper place of venue for suit on or in respect of this Purchase Order. This Purchase Order, all of its terms and conditions, all rights and obligations of its parties, and all claims arising out of or relating to the Purchase Order, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

11. **ASSIGNMENT AND DELEGATION:** Contractor may not assign any of its rights or delegate any of its obligations under this Purchase Order without University’s prior written consent. Any assignment or delegation attempted by Contractor in violation of this clause will be void and ineffective for all purposes.

12. **ENTIRE AGREEMENT; MODIFICATIONS:** This Purchase Order supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Purchase Order and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except in writing.

13. **BREACH OF CONTRACT CLAIMS:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Purchase Order and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by University and 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 chief business officer of University will examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of this Purchase Order by University nor any other conduct, action or inaction of any representative of University relating to this Purchase Order constitutes or is intended to constitute a waiver of University’s or the state's sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts.

14. **SUBCONTRACTING:** Contractor will use good faith efforts to subcontract the goods or services performed under this Purchase Order in accordance with the Contractor’s Historically Underutilized Business Subcontracting Plan (“HSP”) submitted in connection with this Purchase Order, if any. Except as specifically provided in the HSP, Contractor will not subcontract any of its duties or obligations under this Purchase Order, in whole or in part. This Purchase Order is subject to 34 TAC §20.285. Contractor will comply with all of its duties and obligations under 34 TAC §20.285. In addition to other rights and remedies, University may exercise all rights and remedies authorized by 34 TAC §20.285.

15. **LOSS OF FUNDING:** Performance by University under this Purchase Order 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. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate this Purchase Order without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are
16. **STATE AUDITOR'S OFFICE:** Contractor understands that acceptance of funds under this Purchase Order 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 §§51.9335(c), Texas Education Code. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including providing all records requested. Contractor will include this provision in all contracts with subcontractors.

17. **LIMITATIONS:** THE PARTIES ARE AWARE THAT THERE MAY BE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THIS PURCHASE ORDER, INCLUDING TERMS AND CONDITIONS (IF ANY) RELATING TO LIENS ON UNIVERSITY’S 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 CONFIDENTIALITY (COLLECTIVELY, THE “LIMITATIONS”), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

18. **ETHICS MATTERS; NO FINANCIAL INTEREST.** Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy available at https://www.utsa.edu/hop/chapter1/1-33.html, State of Texas Standards of Conduct and Conflict of Interest Provisions available at http://www.utsa.edu/compliance/COI/COI.html, and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University’s Conflicts of Interest Policy, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board of Regents of The University of Texas System has a direct or indirect financial interest in the transaction that is the subject of this Purchase Order.

19. **NOTICES:** Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Purchase Order will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

| If to University: | The University of Texas at San Antonio  
| Chief Financial Officer and Senior Vice President  
| for Business Affairs  
| Main Building, 4.108  
| One UTSA Circle  
| San Antonio, TX 78249 Fax: 210-458-4187 |
| with copy to: | The University of Texas at San Anotnio  
| Attn: Purchasing Department  
| CRW 1.1.12  
| One UTSA Circle, San Antonio TX 78249  
| Fax: 210-458-4060  
| Email: purchasing@utsa.edu |
| If to Contractor: | As per address/fax/email information noted on this Purchase Order. |
20. **UNDOCUMENTED WORKERS:** The *Immigration and Nationality Act* (8 United States Code 1324a) ("Immigration Act") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("I-9 Form") as the document to be used for employment eligibility verification (8 Code of Federal Regulations 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Purchase Order in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, University may terminate this Purchase Order. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

21. **STATE OF TEXAS COMPUTER EQUIPMENT RECYCLING PROGRAM CERTIFICATION:** Pursuant to §361.965, Texas Health and Safety Code, Contractor certifies that it is full compliance with the State of Texas Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Subchapter Y, Chapter 361, Texas Health and Safety Code, and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in 30 TAC Chapter 328. Contractor acknowledges that this Purchase Order may be terminated and payment may be withheld if this certification is inaccurate.

22. **RESPONSIBILITY FOR INDIVIDUALS PERFORMING WORK; CRIMINAL BACKGROUND CHECKS:** Each individual who is assigned to perform services under this Purchase Order will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing services under this Purchase Order. Prior to commencing services, Contractor will (1) provide University with a list ("List") of all individuals who may be assigned to perform services, and (2) have an appropriate criminal background screening performed on all the individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform services is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University’s campus who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform services. Prior to commencing performance of services under this Purchase Order, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals assigned to perform services.

23. **FORCE MAJEURE:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence").

24. **TERMINATION:**

24.1 Upon written notice to Contractor, University may terminate this Purchase Order, in whole or in part, without cause. If University terminates without cause, University will pay Contractor all reasonable costs incurred up to the date of termination. Under no circumstance will University pay Contractor for anticipatory or lost profits.

24.2 In the event of a material failure by Contractor to perform in accordance with the terms of this Purchase Order ("default"), University may terminate this Purchase Order upon ten (10) days’ written notice of termination setting forth the nature of the default; provided that, the default is through no fault of University. Termination will not be effective if the default is fully cured by Contractor prior to the end of the ten-day period.
25. **EXTERNAL TERMS:** This Purchase Order completely supplants, replaces, and overrides all other terms and conditions or agreements, written or oral, concerning Contractor’s performance or provision of goods or services under this Purchase Order (“External Terms”). The External Terms are null and void and will have no effect under this Purchase Order, regardless of whether University or its employees, contractors, or agents express assent or agreement to the External Terms. The External Terms include any shrinkwrap, clickwrap, browseswrap, web-based terms and conditions of use, and any other terms and conditions displayed in any format that University or its employees, contractors, or agents are required to accept or agree to before or in the course of accessing or using any goods or services provided by Contractor.

26. **WORK MATERIAL:** All drawings, specifications, plans, computations, data, photographs, records, models, statements, reports, and other deliverables or materials prepared or produced by Contractor Parties in connection with the Services ([Work Material](#)), whether or not accepted or rejected by UT, are the property of University and for University’s exclusive use and re-use at any time without further compensation and without any restriction. Contractor grants and assigns to University all rights in and claims to the Work Material and will cooperate with University in obtaining or enforcing University’s rights and claims. Contractor will not use the Work Material except as expressly authorized by this Purchase Order. Contractor will not apply for any copyright, patent or other property right related to the Work Material. All title and interest in Work Material will vest in University and will be deemed to be work made for hire and made in the course of the work rendered under this Purchase Order. To the extent that title to any Work Material may not, by operation of law, vest in University or Work Material may not be considered works made for hire, Contractor irrevocably assigns, conveys and transfers to University and its successors, licensees and assigns, all rights, title and interest worldwide in and to Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event Contractor has any rights in Work Material which cannot be assigned, Contractor agrees to waive enforcement worldwide of the rights against University, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by University.

27. **CONFIDENTIALITY AND SAFEGUARDING OF UNIVERSITY RECORDS; PRESS RELEASES; PUBLIC INFORMATION:** Under this Purchase Order, Contractor may (1) create, (2) receive from or on behalf of UT, or (3) have access to, records or record systems ([University Records](#)). However, University will not provide to Contractor, and Contractor will never seek to access, any University Records that contain personally identifiable information regarding any individual that is not available to any requestor under the Texas Public Information Act (TPIA), Chapter 552, Government Code, including “directory information” of any student who has opted to prohibit the release of their “directory information” as that term is defined under the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and its implementing regulations. Contractor will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Purchase Order, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by the National Institute of Standards and Technology and the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws and the terms of this Purchase Order; and (4) comply with University Rules regarding access to and use of University’s computer systems, including [University of Texas System Policy165](#). At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.

27.1 **Return of University Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Purchase Order all University Records created or received from or on behalf of University, will be (1) returned to University, with no copies retained by Contractor; or (2) if return is not feasible,
destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide University with written notice of Contractor’s intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.

27.2 Press Releases. Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of University.

27.3 Public Information. University strictly adheres to all statutes, court decisions and opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act (“TPIA”), Chapter 552, Texas Government Code. In accordance with §552.002 Texas Government Code and §2252.907, Texas Government Code, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Purchase Order (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.

28. TRAVEL EXPENSES: If University specifies that travel is a part of the services under this PO, Contractor agrees and acknowledges that all travel expenses will be subject to The University of Texas at San Antonio Handbook of Operating Procedures Travel Reimbursements Section 9.46 Travel Policy with regard to meals, lodging, mileage and all other expenses related to travel. Further, Contractor agrees and acknowledges that Contractor will not be reimbursed by University for expenses which are prohibited or which exceed the allowable amounts set forth in the Handbook of Business Procedures. As a condition precedent to receiving reimbursement for expenses and disbursements, Contractor will submit to University receipts, invoices, and other documentation as required by University.

29. CONTRACTOR CERTIFICATION REGARDING BOYCOTTING ISRAEL: Pursuant to Chapter 2271, Texas Government Code, Contractor certifies Contractor (1) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Purchase Order. Contractor acknowledges this Purchase Order may be terminated and payment withheld if this certification is inaccurate.

30. CONTRACTOR CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS: Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Purchase Order may be terminated and payment withheld if this certification is inaccurate.

31. PAYMENT CARD INDUSTRY STANDARDS: University is required to validate compliance on a periodic basis with applicable Payment Card Industry Data Security Standards (PCI DSS), including Payment Application Data Security Standards (PA DSS), promulgated by the Payment Card Industry Security Standards Council (PCI SSC). The compliance validation process requires University to undergo an assessment of (1) system components used to process, store or transmit cardholder data, and any other components that reside on the same network segment as those system components, as well as (2) related processes used to process, store or transmit cardholder data, (System Components in Scope). If some or all System Components in Scope are outsourced to Contractor under this Purchase Order Contractor will cause its agents and subcontractors to comply with all terms of this Section applicable to Contractor. Contractor will achieve and maintain compliance under the current versions of PCI DSS and PA DSS published on the PCI SSC website for service providers and payment applications. Contractor will provide to University (1) on or before the date this Purchase Order is issued by University, and (2) within ten (10) days after each anniversary of the date this Purchase Order is issued by University, a copy of Contractor’s annual attestation of compliance signed by a Qualified Security Assessor (QSA) as more particularly described on the PCI SSC website. If Contractor is unable to provide the required attestations of compliance, Contractor will permit University or University’s QSA to assess all System Components in Scope that are hosted or managed by Contractor or by Contractor’s agents or subcontractors. Contractor will create and maintain reasonably detailed, complete and
accurate documentation describing the systems, processes, network segments, security controls, and dataflow used to receive, transmit, store and secure cardholder data. The documentation will conform to the most current version of PCI DSS. Contractor will, upon written request by University, make the documentation and the individuals responsible for implementing, maintaining and monitoring System Components in Scope available to (1) QSAs, forensic investigators, consultants and attorneys retained by University to facilitate the validation of University’s PCI DSS compliance, and (2) University’s information technology, information security, audit, compliance and other staff. Contractor will retain the documentation required by this Section for at least one (1) year after termination of this Purchase Order.

32. TECHNOLOGY ACCESS; CYBERSECURITY TRAINING PROGRAM. If Contractor and/or its subcontractors, officers, or employees will have an account on a state computer system (for example, to access a database on that system), then pursuant to Section 2054.5192, Texas Government Code, Contractor and its subcontractors, officers, and employees must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code and selected by the University. The cybersecurity training program must be completed by Contractor and its subcontractors, officers, and employees during the term and any renewal period of this Agreement. Contractor will ensure compliance with the cybersecurity training program. Contractor shall verify completion of the program to the University.

Any access and use of University’s computer system by Contractor and/or its subcontractors, officers, or employees will be solely for direct performance of the services herein. Neither Contractor nor its subcontractors, officers, or employees will connect any technology equipment or devices to University’s computer network system without the prior written consent of the University’s Office of Information Security.