

SAINT MARY'S COLLEGE  
NOTRE DAME, INDIANA  
GENERAL BUSINESS TERMS AND CONDITIONS (JUNE 2019)

These General Business Terms and Conditions (the "Terms") will govern the services provided by Contractor as set forth in the engagement agreement (the "Engagement Agreement") executed by Saint Mary's College ("the College") and the Contractor. These Terms, together with the Engagement Agreement and any of its attachments, constitute the entire understanding and agreement between the College and Contractor with respect to the services described in the Engagement Agreement (collectively, the "Agreement"), supersede all prior oral and written communications, and may be amended, modified or changed (including changes in scope or nature of the services or fees) only in writing when signed by both parties. If there is a conflict between these Terms and the terms of the Engagement Agreement, these Terms will govern. Hereafter the term "College" means Saint Mary's College.

1. **CONFIDENTIALITY AND PUBLICITY:** If the College designates any information as "confidential", seller shall maintain such confidentiality and the obligation to retain such confidentiality will be permanent and extend past the Engagement Agreement. Contractor agrees that it will not release any information relating to the Engagement Agreement, including, without limitations, press releases, advertisements, or marketing materials, without prior written approval by the College.
2. **DELIVERY SCHEDULES:** Deliveries are to be made both in quantities and at time specified in the schedule furnished by the College. The College will have no liability for payment for material or items delivered to the College which are in excess of quantities specified in the delivery scheduled. The College may from time to time change delivery schedules or direct temporary suspension of scheduled shipments.
3. **FORCE MAJEURE:** The College will not be liable for contract default due to acts beyond its reasonable control. Contractor shall inform the College, in writing, whenever the Contractor becomes aware of an event that could delay or prevent Contractor's performance.
4. **WARRANTY:** Contractor expressly warrants that all the material and work covered by this order will conform to the specifications, drawings, samples or other description furnished or specified by College, and will be merchantable, of good material and workmanship and free from defect. Contractor expressly warrants that all the material delivered to College pursuant to the Engagement Agreement will be fit and sufficient for the purposes intended.
5. **POTENTIALLY HARMFUL INGREDIENTS:** Contractor agrees to promptly furnish to College Material Safety Data Sheets.
6. **CANCELLATION:** College reserves the right to cancel all or any part or the work covered by this order if Contractor does not make deliveries as specified in the schedules or so fails to make progress as to endanger performance of the work and does not correct such failure within 5 days after receipt of written notice from College specifying such failure, or if Contractor breaches any of the terms hereof including the warranties of Contractor.
7. **INDEMNIFICATION AND INSURANCE:** Contractor agrees to indemnify and protect College against all liability, claims or demands for injuries and damages to any person or property arising out of the performance of the Engagement Agreement by Contractor, its servants, employees, agents, or representatives. Contractor further agrees to furnish insurance certificate evidencing that Contractor has insurance coverage in amount not less than the following:
  - a. **WORKERS' COMPENSATION** – Statutory Limit(s) for Indiana and any other state or states in which work is to be performed.
  - b. **GENERAL LIABILITY** – \$1,000,000 per claim and \$3,000,000 in the aggregate for bodily injury and property damage arising from negligence or willful acts by Contractor, its servants,

employees, agents, or representatives. This policy shall name College as an Additional Insured on a primary and non-contributory basis and Contractor shall provide a certificate naming College as an additional named insured prior to commencement of work. Said certificate must set forth the amount of coverage, policy number and expiration date with insurance companies acceptable to College. Such policies should have 30 days' notice of cancellation. The purchase of such insurance coverage or the furnishing of the aforesaid certificate shall not satisfy the requirements of Contractor's liability hereunder or in any way modify Contractor's indemnification of College.

c. STATUTORY AUTOMOBILE LIABILITY – Owned, Non-Owned and Hired subject to Combined Single Limit \$1,000,000. This policy shall name College as an Additional Insured on a primary and non-contributory basis and Contractor shall provide a certificate naming College as an additional named insured prior to commencement of work. Said certificate must set forth the amount of coverage, policy number and expiration date with insurance companies acceptable to College. Such policies should have 30 days' notice of cancellation. The purchase of such insurance coverage or the furnishing of the aforesaid certificate shall not satisfy the requirements of Contractor's liability hereunder or in any way modify Contractor's indemnification of College.

8. CONFLICT OF INTEREST: College will not solicit and Contractor shall not provide, any gifts or gratuities (including but not limited to money, fees, commission, credits, gifts, things of value, or compensation), of any kind which is provided directly or indirectly to any employee of College for the purpose of improperly obtaining or rewarding favorable treatment in connection with award of a purchase order or subcontract. Contractor shall report in writing any solicitation or suspected solicitation of gifts or gratuities by College's employees to the Vice President, Strategy and Finance. College faculty and staff may accept gifts or donations of nominal value, meals, and social invitations that are in keeping with good business and ethical standards; do not violate any laws; do not in any way obligate the College and which are not likely to have a negative impact on the College's reputation.

9. FIREARMS, OTHER WEAPONS, AND EXPLOSIVES POLICY: The Saint Mary's College Firearms, Other Weapons, and Explosives Policy is incorporated by reference.

10. GOVERNMENT REGULATIONS: In the performance of work under this order, Contractor agrees to comply with all applicable federal, state, or local laws, rules, regulations or ordinances.

11. FAIR LABOR STANDARDS ACT: Contractor agrees in connections with the production of the articles specified herein, to comply with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 14 therefore. All invoices must carry the following certificate in order to be passed for payment. We hereby verify that these goods were produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

12. NOTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY POLICY CLAUSE: It is the policy of Saint Mary's College to extend employment opportunities to qualified applicants and employees on the equal basis regardless of an individual's age, race, color, sex, religion, or national origin. Saint Mary's College requires that its subcontractors, vendors and suppliers take appropriate action with respect to implementation of their own equal employment opportunity policies.

13. BACKGROUND CHECKS: Supplier must have a National Sex Offender Public Website (NSOPW) background check performed on all employees assigned to service the Saint Mary's College campus. The successful supplier agrees not to assign any employee with convictions for sexual violence and/or domestic violence to perform services at Saint Mary's College. A

company (or union) identification badge is to be worn at all times when on site. Additionally, the successful vendor agrees to prohibit employees from engaging in a romantic or sexual relationship with any Saint Mary's College students.

14. TAX EXEMPTION: College's federal taxpayer ID is #0001809083. College is an Indiana not-for-profit, tax exempt organization and is thus exempt from sales tax in Indiana. Contractor shall not charge College for such taxes. Proof of exemption is available upon request.

15. EXTRA CHARGES: No additional charges of any kind, including without limitation charges for boxing, packing, transportation or other extras or fees will be allowed unless specifically agreed to in writing by the College's Director of Purchasing.

16. AUTOMATIC RENEWAL: No Agreement, Service Contract, Policy, Blanket Order or Contractual Agreement of any nature is automatically renewable. All transactions terminate in accordance with the limitations of the specific period as set forth in the Engagement Agreement.

17. AGREEMENT: The Engagement Agreement and these Terms constitute the complete agreement between Contractor and College with respect to the subject matter referred to herein. Any other Agreement, Service Contract, Policy, Request for Proposal, or Contractual document of any nature whatsoever shall have no reference to the subject matter of the Engagement Agreement unless included in the Engagement Agreement by reference. If the Contractor's response to a Request for Proposal contains terms and conditions which conflict with those contained in the Engagement Agreement and/or these Terms, the terms and conditions in the Engagement Agreement and/or these Terms shall take precedence over any set forth in the Contractor's response.

18. THIRD PARTY: During the term of this engagement, Contractor shall not engage the services of any third party to perform any work or services hereunder without the prior written permission of the College.

19. INDEPENDENT ENTITY: Contractor is an independent entity, not affiliated with or employed by the College with respect to the performance of this engagement. This engagement shall not be construed as a joint venture or partnership and the relationship between the College and Contractor is not intended as such. It is expressly understood and agreed by both parties that Contractor while engaged in carrying out and complying with the terms and conditions of this engagement is an independent contractor and not an officer, agent or employee of the College.

20. GOVERNING LAW: This contract shall be governed by the laws of the state of Indiana. Any dispute arising hereunder shall be resolved exclusively in the courts of the state of Indiana, located in St. Joseph County, Indiana or the United States District Court for the Northern District of Indiana. Contractor hereby irrevocably consents to the jurisdiction and venue of said courts.

21. DAMAGE: Any damage, including but not limited to damage to facilities, equipment (including computer equipment) and surfaces, shall be repaired to the College's satisfaction at the Contractor's expense. Notwithstanding this provision, however, Contractor shall not be liable for any such repairs with respect to damage caused by the sole negligence of the College or its officers, trustees, agents or employees.