

A Member of The Texas State University System

THE BELOW TERMS AND CONDITIONS ARE INCORPORATED INTO ALL PURCHASE ORDERS – ACCEPTANCE OF THE PURCHASE ORDER INDICATES VENDOR AGREES TO THE BELOW TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS GOVERN AND TAKE PRECEDENCE OVER ANY TERM AND CONDITION CONTAINED IN VENDOR'S QUOTE OR RESPONSE, OR ADDITIONAL DOCUMENTATION PROVIDED BY VENDOR. IF VENDOR IS PROVIDING INFORMATION RESOURCE SERVICES (PER TAC 202.1), THE TERMS AND CONDITIONS OF THE INFORMATION SECURITY & ACCESSIBILITY STANDARDS EXHIBIT ARE ALSO INCORPORATED INTO THE PURCHASE ORDER AND SHALL ALSO TAKE PRECEDENCE OVER ANY CONTRARY TERM AND CONDITION CONTAINED IN VENDOR'S QUOTE OR RESPONSE, OR ADDITIONAL DOCUMENTATION PROVIDED BY VENDOR.

1. DELIVERY

- a. @ Lamar University (Procurement Department at purchasing@lamar.edu or (409) 880-8743. The University extend the delivery date if The University determines the reasons are valid. Default in promised delivery (without acceptable reasons as determined by The University) or failure to meet University to purchase supplies elsewhere and charge full increase vendor.

- b. As an agency of the State of Texas, The University is exempt from Texas Sales & Use Tax on goods and services in accordance with §151.309, [Texas Tax Code](#), and Title 34 [Texas ~~VE~~](#) () §3.322. Pursuant to [34 TAC §3.322\(c\)\(5\)](#), The University
- c. o [u - Code](#) u University to make payments through electronic funds transfer methods. Vendor agrees to receive payments from The University through electronic funds transfer methods, including the automated clearing house system († University † University, prior to the # † n should be communicated to The University in the
- d. † -to address noted on the Order.
- e. h o [Texas Government Code](#), Vendor agrees that any payments owing to Vendor under this Order may be † o u is paid in full.

3. INSURANCE

In the event the Vendor, its employees, agents or subcontractors enter premises occupied by or under the control of The University in the performance of the Order, the Vendor must obtain and maintain the minimum insurance coverages set forth below. Vendor is not relieved of any liability or other

Policy must include independent contractor's liability, covering, but not limited to, the liability for property damage.

c. covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 per loss and \$2,000,000 annual aggregate is

d. 7 \ covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 per loss and \$2,000,000 annual aggregate is

e. 7

on behalf of, the Vendor. Commercial General Liability must include The University and its

under Chapter 171, or that Vendor is exempt from the payment of those taxes, or that Vendor is an out-of-

c. - # h o [Texas Government Code](#),
† \
receive the award of or payments under the Order and acknowledges that the Order may be

d. u 7 # # o # h o [Texas Family Code](#),
† \
acknowledges that the Order shall be terminated, and payment shall be withheld if this

e. ° @) Vendor represents and warrants (the
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12. BACKGROUND CHECKS

- †
 - o University campuses:
 - o the campus, working with or around students;
 - Criminal history and credit history background checks where the above individuals will be by The University;
 - Vendor will determine on a case-by-case basis whether each individual assigned to perform assign any individual to provide services on The University

d. models, statements, reports, and other deliverables or materials prepared or produced by Vendor
h The University, are the property of The University and for The University's exclusive use and re-use
to The University all rights in and claims to the Work Material and will cooperate with The
University in obtaining or enforcing The University's rights and claims. Vendor will not use the
copyright, patent or other property right related to the Work Material.

e. The University strictly adheres to all statutes, court decisions and the
u h @ # [Texas Government Code](#)

University.

The University reserves the right to pay the then-current per diem rate established under their

The University expenses in lieu of reimbursing actual travel expenses. In such cases, the payments will be paid

h. [Texas Government Code](#), is applicable

of contract made by Vendor that cannot be resolved in the ordinary course of business. The chief

waiver of The University's or the state's sovereign immunity to suit; and (ii) The University has not waived its right to seek redress in the courts.

i. V @

provided under the Order, Vendor will not make any press releases, public statements, or

Vendor of The University

University.

k.

l. The Order and all claims arising from the Order shall be interpreted and
Order and all
claims arising from the Order shall be brought in the federal or state courts serving Travis County
in the State of Texas.

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