

# Supplier Terms and Conditions

As a valued partner, we look forward to a mutually positive and productive business relationship. Below are the Supplier Terms and Conditions that one can expect in an Agreement when doing business with Grand Canyon University ("Company").

## 1. Acceptance

Acceptance of these Terms and Conditions ("T&Cs") takes place when either of the following occurs: (a) Company receives an acknowledgement of an order properly executed by any supplier or its agent ("Supplier"); or (b) Supplier delivers to Company the products and/or services ordered by the Company (the "Products" and/or "Services"). BY ACKNOWLEDGING OR MAKING ANY DELIVERY UNDER THIS ORDER, SUPPLIER EXPRESSES ACCEPTANCE OF EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN. UNLESS OTHERWISE AGREED TO IN A SEPARATE WRITTEN AGREEMENT BETWEEN COMPANY AND SUPPLIER, ANY TERMS INCONSISTENT WITH THESE TERMS AND CONDITIONS ARE EXPRESSLY REJECTED AND HAVE NO BINDING EFFECT WHATSOEVER ON COMPANY OR THESE T&Cs. These T&Cs may be revised from time to time. To the extent that one or more of terms within these T&Cs is not addressed in the Agreement, the T&Cs shall prevail.

## 2. Changes

Company shall have the right to request reasonable changes (including additions and omissions) from time to time in the specifications, drawings, designs, quantity, packing instructions, destination, or delivery schedule of the Products and/or Services. If any such change affects the price of the Products and/or Services or the time required for Supplier's performance under the Agreement, Company and Supplier may negotiate an equitable adjustment in the price or delivery schedule or both.

## 3. Prices and Taxes

Supplier shall provide the Products and/or Services at the price or prices agreed upon in writing. Any increases in any stated price need to be reflected in writing and agreed upon by both parties. If no price is stated, no delivery or performance shall take place unless Supplier submits a quotation to Company and such quotation is accepted by Company in writing. Prices are not subject to change without Company's written consent. If Supplier is registered to file state and local tax returns and/or has nexus in a state or local taxing jurisdiction into which a taxable product is shipped and/or where a taxable service is provided, then:

- a. Supplier shall be responsible for remitting all appropriate state and local sales/use taxes, privilege taxes, gross receipts taxes and other such taxes, on products and/or services provided to Company.
- b. Company shall pay the applicable taxes billed by Supplier at the same time as paying the invoice to which such taxes relate.
- c. If a purchased product is to be resold by Company, the Company Tax Department will issue to Supplier an appropriate resale certificate. All resale certificates are issued for a maximum one (1) year period.
- d. Supplier shall not hold Company responsible for any tax amounts not originally billed to Company by Supplier including any amounts from assessments by taxing jurisdictions for tax, interest, penalties, and/or attorney fees related to such assessments.

## 4. Representations and Warranties

Supplier warrants that all Products, provided pursuant to this Agreement shall be new, free from defects, of good material and workmanship and clear of all liens and encumbrances. If Supplier has been informed of the use of the Products, Supplier also warrants that the items furnished hereunder are suited and appropriate for such use. Supplier shall extend all warranties that Supplier receives from its vendors to Company. The Supplier represents and warrants that (i) it has the authority and the right to enter into this Agreement and to provide the Products and perform the Services; (ii) it will perform the Services with reasonable care and skill; (iii) the Products and/or Services will not infringe or violate any intellectual property rights or other right of any third party; and (iv) the Products and/or Services shall not be in violation of any applicable law, rule, ordinance and regulation, and Supplier shall have obtained all licenses or permits required to comply with such laws, rules, ordinances and regulations.

## 5. Termination

Either party may terminate this Agreement as follows: (i) with or without cause with thirty (30) days written notice; (ii) immediately with written notice upon any breach hereof or violation of the law by the other party; (iii) immediately with written notice by Company if Supplier fails to fulfill its obligations in accordance with the terms of this Agreement, and such failure continues for five (5) calendar days after notice is provided by Company; and (iv) as otherwise provided herein. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance

# Supplier Terms and Conditions

in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. In the event Company terminates for convenience, Company shall pay for all Services satisfactorily performed up to the date of termination, and for Supplier's actual, reasonable, out of pocket costs incurred directly as a result of such termination and as agreed upon by Company. For Products, Supplier shall be entitled to the actual cost the Products which Supplier is unable to cancel, return or divert to other uses within thirty (30) days of the termination date. The amount of reimbursement shall not exceed the total price for the Products and/or Services as stated in the Agreement. Where the Agreement is terminated with immediate effect, Company shall have no responsibility for Products delivered and/or Services performed after Supplier's receipt of the notice of termination.

## 6. Billing

Supplier shall invoice Company monthly, in arrears for the services provided to Company. If applicable, Supplier must reference Company's purchase order number or budget account number on all invoices or a delay in payment may occur. Supplier is required to submit all corresponding invoices in a timely manner directly to Accounts Payable within seven (7) business days from shipment or service completion, as instructed on the purchase order. Under no circumstances shall Supplier invoice Company for the Products or Services properly provided/rendered more than ninety (90) days following the date the Products or Services were completed. Any amounts not invoiced during that time shall be null and void and Company shall have no liability for invoices submitted to Company following the expiration of such ninety (90) day period. Invoices can be e-mailed directly to Company's Accounts Payable Department at [gcuaccountspayable@gcu.edu](mailto:gcuaccountspayable@gcu.edu). Supplier shall ensure that its invoices contain the information required by and are submitted in accordance with the procedures set out in the Company invoicing requirements for Suppliers in force from time to time, a copy of which is available on [www.gcu.edu](http://www.gcu.edu).

## 7. Delivery and Risk of Loss

Time is of the essence, if any shipment, delivery of Products or performance of Services is made which is not in all respects in accordance with the terms and conditions of the delivery schedule, and if so, Company shall be entitled to reject such shipments or deliveries not then made and cancel the Agreement without any liability to Supplier and without prejudice to Company's rights to claim damages against Supplier. Such damages may include, but shall not be limited to, the amount of any compensation or penalty which Company is required to pay its customers by reason of late delivery of the Products and/or Services. Supplier shall promptly inform Company in writing if it is unable to make timely delivery. If Company is obliged to purchase Products and/or Services elsewhere due to Supplier's failure to make timely delivery, Supplier will be liable for the difference in price and any excess costs that Company incurs.

## 8. Family Educational Rights and Privacy Act (FERPA)

In the course of providing services during the term of the Agreement, the Supplier may have access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, *et seq.* and the regulations promulgated there under. Such information is considered confidential and is therefore protected. To the extent that the Supplier has access to "education records" under this contract, it is deemed a "school official," as each of these terms are defined under FERPA.

The Supplier agrees that it shall not use education records for any purpose other than in the performance of this Agreement. Except as required by law, the Supplier shall not disclose or share education records with any third party unless permitted by the terms of the Agreement or to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of the Supplier under this Agreement. In the event any person(s) seek to access protected education records, whether in accordance with FERPA or other Federal or relevant State law or regulations, the Supplier will immediately inform Company of such request in writing if allowed by law or judicial and/or administrative order. The Supplier shall not provide direct access to such data or information or respond to individual requests. The Supplier shall only retrieve such data or information upon receipt of, and in accordance with, written directions by Company and shall only provide such data and information to Company.

It shall be Company's sole responsibility to respond to requests for data or information received by the Supplier regarding Company data or information. Should the Supplier receive a court order or lawfully issued subpoena seeking the release of such data or information, the Supplier shall provide immediate notification to Company of its receipt of such court order or lawfully issued subpoena and shall immediately provide Company with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.

# Supplier Terms and Conditions

If the Supplier experiences a security breach concerning any education record covered by this Agreement, then the Supplier will immediately notify Company and take immediate steps to limit and mitigate such security breach to the extent possible. Upon termination of the Agreement, the Supplier shall return and/or destroy all data or information received from Company upon, and in accordance with, direction from Company. The Supplier shall not retain copies of any data or information received from Company once Company has directed the Supplier as to how such information shall be returned to Company and/or destroyed. Furthermore, the Supplier shall ensure that they dispose of any and all data or information received from Company in a Company-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices). For purposes of clarification, following are examples of FERPA violations:

- Releasing any student information or discussing a student's records with any person without a legitimate educational interest, if a Supplier sees an "N" on the directory information field on the BIO form is in violation of FERPA. This pertains to discussions on and off the job.
- Releasing any document from the office for non-business purposes is in violation of FERPA.
- Releasing confidential student information (non-directory) to another student, Company organization or any person who does not have a legitimate educational interest or parents of a dependent student, without the student's written authorization is in violation of FERPA.
- Leaving reports or computer screens containing confidential student information in view of others who do not have a legitimate educational interest in the data or leaving your terminal unattended is in violation of FERPA.
- Making personal use of student information is in violation of FERPA.
- Allowing another person to use Supplier's computer access code is in violation of FERPA.
- Putting paperwork in the trash with a student's information (i.e., social security number or grades) is also in violation of FERPA.

## 9. Confidentiality

Neither party shall use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession in relation to or while fulfilling the obligations of this Agreement and which is of a confidential nature. Such confidential information includes but is not limited to: student information, terms of this Agreement, business records and plans, marketing strategies, financial reports, and other proprietary information. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain other than through the default or negligence of the recipient or which is independently developed by or for the recipient. The obligations of this paragraph shall remain in effect until such time all Confidential Information is no longer confidential, as defined above, through no act, breach, or omission of Supplier. Any actual or alleged violation of this provision shall be grounds for immediate termination with written notice of this Agreement and shall be subject to all indemnification obligations of Supplier, as stated herein. Further, Supplier shall provide Company with information regarding such security measures upon reasonable request and promptly provide Company with information regarding any failure of such security measures or any security breach related to student information.

## 10. Indemnification

To the fullest extent permitted by law, Supplier shall hold harmless, indemnify, and defend Company, its officers, directors, representatives, designees, agents, subcontractors, and employees from and against any and all claims, demands, actions, suits, losses, liabilities, expenses, and costs, including, without limitation, attorney's fees, that result, directly or indirectly, from the:

- a. performance of Services under this Agreement by the Supplier, its officers, directors, representatives, designees, agents, subcontractors, and employees,
- b. acts or omissions, intentional or negligent, of Supplier, its officers, directors, representatives, designees, agents, subcontractors, and employees,
- c. infringement of any copyright, trade secret, or patent,
- d. breach of any term or condition of this Agreement, or
- e. violation of any state, Federal, or local law, code, ordinance, or regulation.

Excepted from the foregoing shall be only those claims, demands, actions, suits, losses, liabilities, expenses, and costs caused by the sole, active negligence of Company.

# Supplier Terms and Conditions

## 11. Insurance

Supplier warrants that it will provide and maintain at a minimum and at its own expense during the term of this Agreement the following programs of insurance covering its operations hereunder by insurer(s) satisfactory to Company.

- a. Commercial General Liability coverage shall be on an occurrence form and include bodily injury and property damage with coverage including, but not limited to products/completed operations; premises and operations; blanket contractual; advertising/personal injury. General aggregates, if any, shall be on a per project basis. The required limits below may be met with a combination of General Liability and Excess or Umbrella Liability limits. Company, its affiliates and their respective officers, directors, partners, shareholders, employees, and agents shall be named as additional insured. This coverage shall be primary and non-contributory in favor of and include a waiver of subrogation clause in favor of, Company, its affiliates and their respective officers, directors, partners, shareholders, employees, and agents.
  - i. Limit: \$ 1,000,000 per occurrence
  - ii. Limit: \$ 2,000,000 annual aggregate
- b. Automobile Liability coverage shall include any owned, non-owned, borrowed, leased, and hired autos. Company, its affiliates and their respective officers, directors, partners, shareholders, employees, and agents shall be named as additional insured. This coverage shall be primary and non-contributory in favor of and include a waiver of subrogation clause in favor of, Company, its affiliates and their respective officers, directors, partners, shareholders, employees, and agents.
  - i. Limit: \$ 1,000,000 combined single limit per accident
- c. Worker's Compensation and Employer's Liability
  - i. Worker's Compensation: Limit: \$ Statutory
  - ii. Employer's Liability:
    1. Bodily Injury by Accident: \$1,000,000 each accident
    2. Bodily Injury by Disease: \$1,000,000 policy limit
    3. Bodily Injury by Disease: \$1,000,000 each employee

This coverage will also include a waiver of subrogation clause in favor of Company, its affiliates and their respective officers, directors, partners, shareholders, employees, and agents. If temporary labor or staffing firms are utilized, Supplier agrees to provide an alternate employer endorsement in favor of Company.

- d. If applicable, Abuse and Molestation coverage shall be on an occurrence form and if not, then coverage shall remain in effect and evidenced for a term of five (5) years following the expiration of the Agreement. Minimum required limits shall be \$1,000,000 per offense with a \$2,000,000 aggregate.
- e. Umbrella or Excess Liability coverage shall be on a follow form basis over the Commercial General Liability, Automobile Liability and Employers Liability. Minimum required limit shall be \$2,000,000 per occurrence.
- f. If applicable, Professional Liability coverage shall be on a claims made form and coverage shall remain in effect and evidenced for a term of three (3) years following the expiration of the Agreement. Minimum required limits shall be \$1,000,000 per offense with a \$1,000,000 aggregate.
- g. If applicable, Pollution Liability coverage shall be on an occurrence form and if not, then coverage shall remain in effect and evidenced for a term of three (3) years following the expiration of the Agreement. Minimum required limits shall be \$1,000,000 per offense with a \$1,000,000 aggregate.
- h. If applicable, Crime insurance coverage shall include property of third parties in an amount not less than \$1,000,000 to insure against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, and burglary and robbery. Such insurance shall be primary and name Company as loss payee as their interests may appear.
- i. If applicable, Cyber Liability coverage shall be on an occurrence form and if not, then coverage shall remain in effect and evidenced for a term of three (3) years following the expiration of the Agreement. Minimum required limits shall be \$1,000,000 per offense with a \$1,000,000 aggregate.
- j. All coverages shall be written with carriers with an A.M. Best's rating of AV or better, or acceptable to Company, at its sole discretion.
- k. No coverage or policy shall be cancelled or non-renewed without Supplier first providing at least forty-five (45) days (except ten (10) days for premium nonpayment) prior written notice to Company.
- l. Prior to the execution of this Agreement, Supplier shall furnish certificates of insurance to Company evidencing the insurance required by this Agreement. Copies of additional insured forms and/or specific endorsements pertaining to

# Supplier Terms and Conditions

- m. additional insured, primary/non-contributory, waiver of subrogation and/or alternate employer shall be attached. All certificates will display the project number or other appropriate identification. Certificates, with attachments, shall be mailed to the address listed above, Attn: Procurement Department.
- n. If Supplier fails or refuses to maintain any insurance required, Company may, at its option, procure insurance for Company's benefit and/or interests and any and all premiums, deductibles or self-insured retentions, paid by Company therefore shall be due on demand. Company will not be responsible to procure insurance for Supplier's interests and/or benefit.

## 12. Assumption of Risk and Release from Liability

SUPPLIER UNDERSTANDS THAT THERE ARE RISKS ASSOCIATED WITH ITS PERFORMANCE, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, PHYSICAL AND/OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY, DEATH OR ECONOMIC LOSS. THESE INJURIES OR OUTCOMES MAY ARISE FROM ITS OWN OR OTHER'S ACTIONS, INACTIONS, OR NEGLIGENCE, OR THE CONDITION OF COMPANY'S LOCATIONS. SUPPLIER HEREBY EXPRESSLY ASSUMES ANY AND ALL RISKS, WHETHER KNOWN OR UNKNOWN, IN CONNECTION WITH ITS PERFORMANCE. SUPPLIER HEREBY WAIVES, RELEASES, FOREVER DISCHARGES, AGREES TO INDEMNIFY, AND AGREES TO SAVE AND HOLD HARMLESS COMPANY, THE LESSEES OF THE PREMISES, ANY PROMOTERS, ANY LICENSEES AND ANY SPONSORS, AS WELL AS ANY OFFICER, OFFICIAL, DIRECTOR, AGENT, EMPLOYEE OR SERVANT OF ANY OF THEM, OF AND FROM ALL LIABILITY, CLAIMS, DEMANDS, CAUSES OF ACTION AND POSSIBLE CAUSES OF ACTION WHATSOEVER, FROM ANY CAUSE WHATSOEVER, INCLUDING THOSE BASED ON NEGLIGENCE AND/OR THE ACTIONS OF THIRD PARTIES, THAT ACCRUE TO SUPPLIER OR TO ANY PERSON OR ENTITY BY, THROUGH OR ON BEHALF OF SUPPLIER AND THAT ARISE OUT OF OR ARE RELATED TO ANY LOSS, DAMAGE OR INJURY THAT MAY BE SUSTAINED BY SUPPLIER OR SUPPLIER'S PROPERTY WHILE PERFORMING SERVICES FOR COMPANY.

## 13. Right to Audit

Company shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Agreement (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of the Supplier, including, but not limited to those kept by the Supplier, its employees, agents, assigns, successors and subcontractors. The Supplier shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Agreement and for at least two (2) years following the completion of this Agreement, including any and all renewals thereof.

The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to Company, through its employees, agents, representatives, contractors or other designees, during normal business hours and upon reasonable advance notice at the Supplier's office or place of business. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location which is convenient for Company.

Company shall pay for the audit unless such audit reveals a material breach of this Agreement or any billing discrepancy of five percent (5%) or higher as between the amounts billed to Company and amounts detailed in the pricing structure under this Agreement. In either such event, Supplier agrees to immediately cure such material breach and/or billing discrepancy, as applicable, and promptly reimburse Company for the costs and expenses associated with the audit. In addition, Company may, in its sole discretion, offset the amount of any such billing discrepancy against any monies subsequently due Supplier by Company.

## 14. Background Checks

Supplier will perform at the Supplier's own expense, the following background check for all employees which it selects for onsite assignment to Company. Background checks must be conducted through a reputable background check vendor that complies with the Fair Credit Reporting Act (FCRA), not through an online site or service, or through social media websites. Any discrepancies or alerts on the background check must be brought to Company's Human Resources Department attention at [hr@gcu.edu](mailto:hr@gcu.edu) to review and make a decision on placement before the employee is assigned to Company.

- Social Security Trace (included as part of Criminal Search)
- Criminal County Search – Felony & Misdemeanor – 7 Year Address History
- Criminal Federal Search – Felony & Misdemeanor – 7 Year Address History
- Multistate Criminal Database Search
- National Sex Offender Registry

# Supplier Terms and Conditions

- I9 & E-Verify

## 15. Amendment and Assignment

This Agreement may not be amended for any reason without the prior written consent of both parties. Supplier shall not assign this Agreement nor delegate any of its duties, in whole or in part, without the prior express written consent of Company. In no event shall Company's consent be construed as discharging or releasing Supplier in any way from the performance of its obligations under this Agreement. Company may assign this Agreement to any affiliate or successor of Company and may delegate its duties, in whole or in part, in each case without any consent of Supplier. An assignee of either party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement. If any assignee refuses to be bound by all of the terms and obligations of this Agreement or if any assignment is made in breach of the terms of this Agreement, then such assignments shall be null and void and of no force or effect.

## 16. Severability

Should any provision or any part of a provision within this Agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such invalidity or unenforceability shall not void or render invalid or unenforceable any other provision or part of a provision in this Agreement.

## 17. Governing Law

This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Arizona, without giving effect to its conflict of laws rules. Any judicial proceedings brought by or against Company with respect to any of the obligations of this Agreement, or any related Agreement may be brought in any court of competent jurisdiction in the State of Arizona, and by, execution and delivery of this Agreement, each party accepts, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement.

## 18. Entire Agreement

This Agreement contains the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referenced herein. Neither this Agreement nor any term hereof may be changed, waived, discharged, or terminated orally.

## 19. Relationship of The Parties

The parties acknowledge and agree that the Products received, and the Services performed by the Supplier, its officers, directors, representatives, designees, agents, subcontractors, and employees shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

## 20. Force Majeure

Neither party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, war, fire, or flood. If such delay or failure continues for at least seven (7) days, the party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other party and shall also be entitled to a prorated refund of any prepaid fees.

## 21. Use of Name

Except as required by law, neither party shall publicize this Agreement, or the transactions contemplated hereby, nor shall either party use in any manner, the name or trademarks of the other party or its affiliates, without the prior written approval of the other party. Such publicity may include, but not be limited to press releases, paid advertisements, announcements at public events, trade shows, and conferences, promotional flyers and other materials.

## 22. Intellectual Property

Nothing set forth in this Agreement shall affect or limit Company's ownership in or rights thereto, in and to any Company trademarks and/or intellectual property. The trademarks and/or intellectual property associated with Company are the sole and exclusive property of Company, and the Supplier shall not acquire any right or interest therein. All use of Company trademarks and/or intellectual property will inure to the benefit of Company, and Supplier will not contest Company's rights of ownership. All use of Company trademarks and/or intellectual property must be approved by Company in advance.



# Supplier Terms and Conditions

## **23. Use of Subcontractors**

Supplier may utilize third-party subcontractors for specialized services, if needed, when approved by Company. Rates are to be the same as provided under this Agreement for work done directly by Supplier. Supplier will handle all administration and billing. Supplier shall be liable for all acts, omissions, or work performed by the subcontractor to the same extent as if the work had been performed by Supplier itself under this Agreement. If Supplier uses subcontractors, Supplier shall assure the quality of any such subcontracted services and shall be responsible for all expenses incurred and contractual relationships with such subcontracted vendor(s). Upon request, Supplier agrees to disclose any use of subcontractors and provide a written document containing a list of subcontractors used for performance of the Products and/or Services in this Agreement. Upon the request of Company and for good cause, Supplier shall immediately remove from the project any Supplier personnel. Supplier shall thereafter have a reasonable time to replace such person so removed.

## **24. Notice**

Any notice which may be given by a party under this Agreement shall be deemed to have been duly delivered if delivered by a traceable method via a reputable carrier, hand delivered, or electronically mailed to the General Counsel and the Director of Procurement at the address of the other party as specified in this Agreement or any other address notified in writing to the other party.

## **25. Survival of Obligations**

The parties' rights and obligations, which by their nature would continue beyond the expiration or termination of this Agreement, including but not limited to those regarding indemnification, warranties and the protection of information, shall survive such expiration or termination of this Agreement.

## **26. Authorization of Agreement**

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

## **27. Attorney Fees**

If either party fails to comply with any of the provisions of the Agreement and the other party(s) take action to enforce such provisions or to enforce any payment stipulated in the Agreement the losing participant will pay the prevailing party reasonable costs and expenses, including attorneys' fees and the value of time lost by the prevailing party or any of its employees in preparation for or participating in any arbitration or litigation in connection therewith as determined by the court of arbitrator.

## **28. Non-Solicitation**

During the term of this Agreement and for a period of one (1) year subsequent to the termination of this Agreement, Suppliers shall not, without the prior consent of Company, directly, indirectly, or through any other party solicit business from a Company employee, including Company employees under contract with Company with Supplier.

## **29. No Discrimination**

Both Parties agree that in the performance of this Agreement they will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, or natural origin in any manner prohibited by the laws of the United States, including, without limitation, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, and related regulations.

## **30. Interpretation**

Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the Parties in the place where the contract is to be performed and shall not be construed against either party, irrespective of which party may be deemed to have authored the ambiguous provision.

## **31. Conflict of Interest**

Supplier shall disclose to Company all known relationships it has with any employee of Company who can influence the actions of purchasing decisions or is in a management position. In such an event, the Supplier shall disclose the employee's name and the benefit/interest involved. Additionally, if Supplier becomes aware of a relationship that would be considered

# Supplier Terms and Conditions

conflict of interest with any employee of Company during the term of this Agreement the Supplier shall notify Company in writing, within fifteen (15) calendar days of learning about such relationship. Company may in its sole discretion, approve such relationship or may terminate this Agreement upon written notice.

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