

 **PRINCETON UNIVERSITY****GENERAL TERMS AND CONDITIONS**

1. **ENTIRE AGREEMENT:** The following General Terms and Conditions and the Purchase Order (collectively, this “Agreement”) shall constitute the complete and exclusive statement of the agreement between The Trustees of Princeton University (“Buyer”) and _____ (“Seller”) with respect to the goods and/or services purchased hereunder (the “Goods” and/or “Services” as the case may be), and is effective as of _____ (“Effective Date”). This Agreement may be modified only pursuant to a written instrument signed by authorized representatives of both parties. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. To the extent that Seller has additional terms and conditions, such terms and conditions shall not apply to the Goods and/or Services. This Agreement is non-exclusive and Buyer is not obligated to buy any minimum amount of Goods and/or Services from Seller unless agreed upon by the parties in this Agreement. Either party’s failure to insist upon the performance of any term of this Agreement shall not be construed as a waiver of that party’s present or future right to such performance and each party’s obligations in respect thereto shall continue in full force and effect. The headings in this Agreement have been inserted solely for convenient reference and shall be ignored in its construction.
2. **TIMELY PERFORMANCE:** Time is of the essence such that Buyer shall have an unrestricted right to reject the Goods or Services should Seller fail to meet the delivery date and conditions specified in this Agreement. Such failure shall be deemed a material breach of this Agreement.
3. **WARRANTIES:** Seller warrants that all Goods shall conform to the specifications of this Agreement and shall be merchantable, free from defects (including defects in design and fit), free of all liens and encumbrances, and suitable for the intended purposes. Seller warrants that all Services shall conform to the specifications of this Agreement and shall be performed in a professional and workmanlike manner. Seller further warrants that the Goods and/or Services shall comply with all applicable laws, rules and regulations and shall not infringe any intellectual, property, proprietary or contractual right of any third party. These warranties shall remain in effect until the later of (i) one year following Buyer’s Final Acceptance of the Goods or Services or (ii) the expiration of Seller’s standard warranty period. The foregoing warranties are in addition to, and shall not limit, any other warranties or buyer protections that exist by operation of law. Seller warrants that the price(s) for the Goods or Services stated herein are no less favorable than those extended to any other customer (whether government or commercial) for the same or similar goods or services in similar quantities. In the event Seller reduces its price(s) for such goods or services before Seller fully performs under this Agreement, Seller agrees to reduce the prices stated herein accordingly. Seller further warrants that the prices stated herein are complete, and that no additional charges of any type, including but not limited to shipping costs, shall be added without Buyer’s express written consent.
4. **FINAL INSPECTION AND ACCEPTANCE:** All Goods or Services shall be subject to Buyer’s final inspection and acceptance, notwithstanding any prior payment or preliminary inspection on the part of Buyer. Buyer shall provide written notice of its final acceptance within thirty (30) days from the date of the delivery of the Goods or the completion of the Services (including any required installation of the Goods), whichever is later (the “Final Acceptance”). Buyer’s failure to provide such notice shall be deemed Final Acceptance. While Final Acceptance is pending, Buyer may return to Seller any non-conforming Goods or Services and/or require Seller to correct or replace such non-conforming Goods or Services, in each case at no cost to Buyer. In the event Buyer does not require any such correction or replacement, Seller shall promptly refund all payments received for non-conforming Goods or Services that Buyer returns. Such remedies shall not limit any other rights or remedies as may be available at law, in equity or under this Agreement. Buyer is not required to accept partial or incomplete delivery. Acceptance of any part of the Goods and/or Services shall not bind Buyer to accept any future delivery nor deprive Buyer of any right Buyer may have to return Goods and/or Services already accepted.
5. **PAYMENT AND INVOICES:** As a requirement for doing business with Buyer, Seller shall be paid electronically pursuant to the option selected by Seller in Buyer’s [Supplier Portal](#), provided that Seller sends an undisputed invoice for the billing period to invoices@princeton.edu. Seller will not be paid unless Seller is registered in Buyer’s Supplier Portal. Access to the Supplier Portal can be granted by contacting finance@princeton.edu. Buyer’s standard payment term for payment in full is net thirty (30) days from the date an undisputed invoice is received by its Accounts Payable Department, provided that Seller selects ACH in the

Supplier Portal. Seller can select an accelerated electronic payment method, Virtual Payables/EFT¹, via their profile in the Supplier Portal. Buyer will not be liable for late payment charges. The Purchase Order number must appear on all invoices, packing slips, shipping documents and labels. In addition, invoices must specify the location at which the Services were provided, the dates of and actual work performed during the billing period, and the specific dollar amount due. All taxes must be itemized on the invoice. The terms and conditions of this Agreement supersede any terms that may be included on Seller's invoice. Any change to the amount due under the Purchase Order that exceeds ten percent (10%) or twenty-five dollars (\$25.00) shall require a formal change order prior to Seller's performance of additional work or the additional items, and Buyer acknowledges that work will not be undertaken until that formal change order has been approved by Buyer. Seller is an independent contractor and shall be solely responsible for all taxes, contributions and premiums with respect to the payments hereunder. If this Agreement contemplates reimbursement of Seller's travel and/or other business expenses, Seller agrees to obtain and comply with Buyer's Travel Policies and Procedures and Buyer's Expense Policies and Procedures, as applicable, and Buyer shall reimburse Seller in accordance with such policies and procedures. Foreign Nationals are subject to 30% withholding on payments received in the United States unless the foreign national claims a treaty exemption by submitting a Form 8233 or W8. In the event of a payment dispute, Buyer shall have the right to withhold payment until such dispute has been resolved.

6. TERMINATION:

- a. Buyer may terminate this Agreement, in whole or in part, at any time by written notice to Seller. Upon receiving notice of termination, Seller shall immediately cease all performance hereunder and shall cause its suppliers and subcontractors (if any) to stop all work in connection with this Agreement. If such termination is for Buyer's convenience, Buyer, after deducting any amount(s) previously paid, shall pay for all Services rendered or Goods provided by Seller, as well as any reasonable costs incurred by Seller, up to the time of termination but not including Seller's lost profits. Under no circumstances shall Seller be entitled to recover more than the price of the Goods or Services as stated in this Agreement. Upon receiving notice of Buyer's termination for convenience, Seller shall use its best efforts to reduce or mitigate any costs incurred in connection with the Goods or Services.
- b. Either party may, without prejudice to any other rights or remedies provided at law, in equity or under this Agreement, by written notice to the other party, terminate this Agreement under any of the following circumstances:
 - i. If the non-terminating party applies for bankruptcy, makes an assignment for the benefit of creditors, or is in receivership; or
 - ii. If the non-terminating party fails to perform any of the terms of this Agreement and so fails to cure such failure within thirty (30) days after receiving notice from the terminating party; or
 - iii. If the non-terminating party fails to make progress such that the terminating party has reason to question the non-terminating party's ability to perform and the non-terminating party fails to provide adequate assurance of its ability to perform within a period of thirty (30) days after receiving notice from the terminating party.

In the event Buyer terminates this Agreement pursuant to this subparagraph b, Seller shall refund Buyer any prepaid fees and expenses for Goods and Services not provided as of the termination date and pay any direct damages, including but not limited to all additional costs that Buyer may incur in finding replacement Goods and/or Services, as well as any consequential and incidental damages incurred by Buyer, within thirty (30) days of the termination date. In the event Seller terminates this Agreement pursuant to this subparagraph b, Buyer shall not be liable for consequential and incidental damages incurred by Seller and in no circumstances shall Buyer's liability exceed the price of the Goods or Services as stated in this Agreement.

- c. Upon termination of this Agreement, Buyer, in addition to any other rights or remedies available at law, in equity or under this Agreement, may require Seller to transfer title to and deliver to Buyer, in the manner and to the extent directed by Buyer, any completed or partially completed Goods as well as any plans, drawings, or other materials that Seller has specifically produced or acquired for the performance of this Agreement ("Performance Materials"). Payment for such Goods or Performance Materials shall be at the price specified in this Agreement or as otherwise agreed upon by the parties.

¹ Suppliers can be paid with immediate terms if they select Virtual Payables.

7. **FORCE MAJEURE:** Except with respect to defaults of Seller's subcontractors, Seller shall not be liable for any excess costs incurred by Buyer if Seller's failure to perform arises out of causes beyond the control and without the fault or negligence of Seller and despite the best efforts of Seller. Such causes include acts of God, acts of Buyer, acts of a government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions and freight embargoes. If failure to perform is caused by default of Seller's subcontractor, and if such default arises out of causes beyond the control of both Seller and its subcontractor, and without the fault or negligence of and despite the best efforts by either of them, Seller shall not be liable for any excess costs for failure to perform, unless the goods, materials or services to be furnished by Seller's subcontractor were reasonably obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule.
8. **INTELLECTUAL PROPERTY:** All copyright, trademark, patent and other intellectual property rights that arise directly from Seller's performance hereunder shall belong to Buyer, including but not limited to any works of authorship that Seller creates pursuant to this Agreement, which works shall be deemed works-for-hire under federal copyright law.
9. **SOFTWARE:** With respect to any software provided under this Agreement, Seller grants to Buyer a worldwide, royalty-free, perpetual license to make back-up copies of such software and to copy, modify and otherwise appropriate such software for Buyer's internal and non-commercial purposes.
10. **BUYER EQUIPMENT:** All materials, tools, equipment and other property either furnished by Buyer to Seller or individually paid for by Buyer ("Buyer Equipment") shall remain the property of Buyer, but Seller shall assume all risks of and be entirely responsible for any losses or damages arising from its use of Buyer Equipment. Upon completion or termination of this Agreement, Seller shall promptly return all Buyer Equipment in the condition in which Seller received it, taking into account reasonable wear and tear.
11. **CONFIDENTIAL INFORMATION:** Seller shall treat as confidential all non-public information disclosed by Buyer in connection with this Agreement, including but not limited to written or oral communications, education records (as defined under the Family Educational Rights and Privacy Act of 1974 (FERPA)), personal data, plans, specifications, and other data (collectively, "Confidential Information"), and shall take appropriate measures to protect the Confidential Information. The terms and conditions of this Agreement shall also be deemed Confidential Information. Seller shall not use or disclose Confidential Information except as permitted or required by this Agreement, as required by law or with Buyer's prior written consent, and shall only disclose it to those within Seller's organization who need to use it in performance of this Agreement. Seller agrees to notify Buyer in advance of any disclosure pursuant to a court order or subpoena. Upon completion or termination of this Agreement, Seller shall return or destroy all such Confidential Information (except for this Agreement), or otherwise dispose of it as Buyer may approve. This provision is not intended to restrict Seller's right to use or disclose information that is already known to the public or rightfully obtained without restriction from other sources. Seller shall defend, indemnify and hold harmless Buyer from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney's fees and costs, sustained or alleged to have been sustained by Buyer as a result of any disclosure or use of any Confidential Information in violation of this Agreement.

For contracts where Buyer must disclose or give Seller access to information that is protected by law (such as personally identifiable information regulated by FERPA, HIPAA or other privacy requirements), Seller shall sign Buyer's standard [Confidential Information Agreement](#) or the equivalent.

12. **USE OF PRINCETON NAME OR MARKS:** Seller shall not use Buyer's name or trademarks in connection with any advertising, marketing or other promotional efforts or materials without the prior written approval of Buyer.
13. **INDEPENDENT CONTRACTOR:** In performing hereunder, Seller and its employees, agents, subcontractors and representatives shall be as independent contractors and not as employees or agents of Buyer. All persons furnished or retained by Seller in connection with this Agreement are so furnished or retained as Seller's employees or agents. Seller shall not transact business, enter into agreements, or otherwise make commitments on behalf of Buyer unless expressly authorized in writing by Buyer. Neither Seller nor its employees, agents, subcontractors or representatives shall be entitled to benefits provided by Buyer to its employees, including but not limited to fringe benefits, worker's compensation, health and unemployment insurance, and pension plans. Buyer shall not pay or withhold federal, state, or local income or other payroll taxes on behalf of Seller or its employees, agents, subcontractors or representatives. Seller agrees to report and pay all applicable taxes.

14. **APPLICABLE LAW/VENUE:** All disputes regarding the construction, interpretation and the parties' obligations under this Agreement shall be governed by the laws of the State of New Jersey, notwithstanding any of that state's laws to the contrary. The venue and jurisdiction for the resolution of any such disputes shall be Mercer County, New Jersey, and Seller agrees not to challenge such venue or jurisdiction in the event of a dispute, including without limitation for forum non conveniens.
15. **INDEMNIFICATION:** Seller shall defend, indemnify and hold harmless Buyer, its officers, employees, trustees, agents and representatives from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney's fees and costs, (collectively, "Claims") sustained or alleged to have been sustained in connection with or arising out of the performance hereunder of Seller, its agents, employees, subcontractors and consultants, even in the event Buyer is alleged or found to be partially negligent. However, Seller shall not be obligated to so indemnify Buyer in the event Buyer is proven to be solely negligent.

If any Claims alleging infringement of intellectual property rights, including but not limited to Claims of patent or copyright infringement or misappropriation of trade secrets, are brought against Buyer in connection with Buyer's use of the Goods or Services, Seller shall not only indemnify Buyer as set forth above but also, upon Buyer's request, shall procure for Buyer the right to continue to use such Goods or Services or replace or modify such Goods or Services such that the alleged infringement is removed; provided, however, that such alleged infringement does not arise solely from Buyer's alteration or modification of the Goods or Services.

16. **INSURANCE:** Seller shall maintain and keep in force at Seller's expense the following applicable minimum insurance coverages:

a. Workers Compensation	Statutory
b. Employer's Liability	\$500,000
c. Commercial General Liability, to include: Contractual; Premises Operations; Products and Completed Operations; Independent Contractors/Vendors and Personal Injury; Bodily Injury and Property Damage;	
Each Occurrence	\$2,000,000
Aggregate	\$2,000,000
d. Automobile Liability: Combined Single Limit	\$1,000,000
e. Network Security and Privacy Coverage/Breach Coverage	\$5,000,000 per occurrence

If Seller is required to maintain a professional license in order to practice his/her profession, Seller will be required to maintain professional liability insurance in the amount of \$2 million per occurrence/aggregate. Professions this applies to, but is not limited to, include architects, engineers, attorneys, physicians, nurses and physical therapists. This sample list of professions is representative only and is not meant to be complete.

Required minimum insurance coverages may be higher depending on the type of engagement, therefore the applicable minimums are subject to change based on [Risk Management's insurance requirements](#).

The Automobile Liability insurance shall cover any vehicle used by Seller if required in performing Services hereunder.

All policies shall be underwritten by a carrier rated at least "A-" in Best's Key Rating Guide. "The Trustees of Princeton University, including its officers, employees and agents" shall be named as additional insureds in the General Liability policy specified above. Certificate(s) evidencing the above insurance coverages—with a statement that Buyer is an additional insured and that the insurance afforded is primary insurance as to any other valid and collectible insurance in force—shall be sent to Buyer's Procurement Department, 701 Carnegie Center, Suite 154, Princeton, NJ 08540, before Seller's performance begins. Renewal certificates shall be provided annually until Seller's performance has been completed and accepted. Evidence of Workers Compensation, Employer's Liability and Automobile Liability insurance is not mandatory if Seller will not be doing business on, or making visits or deliveries to, Buyer's property.

Seller shall be solely responsible for payment of premiums and deductibles for all of the required insurance. Should any of the required insurance policies be cancelled or materially changed, Seller shall provide thirty (30) days prior written notice to Buyer's Risk Management Department. Seller shall not change the levels of coverage or permit coverage to expire until all the Services or work have been completed and accepted. Seller shall not enter upon Buyer's property to perform hereunder unless Seller is and remains insured in accordance with the above requirements. Seller shall indemnify Buyer for any loss suffered by Buyer for the failure of Seller to be so insured.

Seller shall assess its own risk hereunder. If Seller in its sole discretion deems it appropriate and/or prudent, Seller shall maintain higher limits and/or broader insurance coverages than the minimum required by Buyer above. Seller shall not be relieved of any liability or other obligations hereunder by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types.

17. **DELIVERY:** Delivery is to be made only to the destination stated in the Purchase Order and must be made between 8:30 A.M. and 4:00 P.M., Monday through Friday, legal and Buyer holidays excluded, unless otherwise stated on the face of the Purchase Order. The quantity term set forth in the Purchase Order shall be complied with strictly as stated. Seller is responsible for maintaining and providing proof of delivery. Buyer's Purchase Order number must appear on all invoices, packing slips, shipping documents and labels.
18. **RISK OF LOSS:** Seller shall bear the risk of loss of, or damage to, all Goods until they are accepted by Buyer as set forth above in Paragraph 4.
19. **FREIGHT:** Buyer's freight terms are F.O.B. Destination, Freight Prepaid and Allowed. If shipment is indicated on the Purchase Order as F.O.B. Seller's plant, Seller will prepay the freight charges and, if mutually agreed to, add them to the invoice. Separate freight invoices will not be accepted. Collect shipments will be returned at Seller's expense unless otherwise instructed by Buyer.
20. **HAZARDOUS AND REGULATED MATERIAL:** Seller shall package, label, transport and ship hazardous materials, items containing hazardous materials and any other regulated materials, in accordance with all applicable federal, state, and local laws, rules, ordinances and regulations, and shall furnish any appropriate documentation or Material Data Safety Sheets. Prior to each shipment of any hazardous or regulated materials, Seller shall notify Buyer of the nature of such shipment by such means of communication as will allow for the proper preparation for acceptance of the delivery and shall identify same on all shipping documents. Seller shall be solely responsible for notifying carriers and other handlers of any risks inherent in any such shipments.
21. **FEDERAL AND STATE FUNDS:** If the attached Purchase Order indicates that Buyer is paying for the Goods or Services with funds received from the federal government or the New Jersey Educational Facilities Authority (NJEFA), Seller hereby acknowledges that any such Goods or Services are or may be subject to a number of regulations and Buyer requirements. In the case of funds received from the federal government, such regulations and Buyer requirements include, but are not limited to, Department of Labor Regulations implementing Executive Order 13496 at 29 CFR Part 471, Appendix A to Subpart A; the Office of Management and Budget's Uniform Guidance, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Federal Acquisition Regulations (FAR); Defense Federal Acquisition Regulations (DFAR); Public Law 95-507; and Princeton University's Terms and Conditions Which Are a Part of Purchase Orders Issued Under Government Contracts or Grants. In the case of funds received from the NJEFA, such regulations and Buyer requirements include, but are not limited to, the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56-25; and Princeton University's Prevailing Wage Act Requirements for NJEFA Funded Projects. These additional federal and state regulations and Buyer requirements are hereby incorporated by reference fully as if they were set forth at length herein. Seller shall be solely responsible for obtaining and complying with any and all Buyer requirements.
22. **CONFLICTS AND ETHICAL STANDARDS OF CONDUCT:** Seller affirms that, to the best of Seller's knowledge, there exist no conflicts of interests between Seller and Buyer or its employees. In the event of change in Seller's interests, Seller shall inform Buyer regarding any conflicts of interest that arise or are likely to arise as a result of such change. Seller hereby represents that it has neither received nor given gifts or gratuities to any member of the Princeton University community, nor participated in any other unethical conduct in connection with this Agreement, and agrees not to receive nor give gifts or gratuities to any member of the Princeton University community, and not to participate in any other unethical conduct in connection with this Agreement. If, at any time, Buyer determines that Seller is in violation of any representation under this Paragraph, Buyer may cancel this Agreement upon written notice to Seller, and Buyer shall have no further obligation to Seller.

23. **EQUAL OPPORTUNITY EMPLOYER:** Buyer is an Equal Opportunity Employer. Pursuant to Executive Orders 11246 and 11375, Section 503 of the Rehabilitation Act of 1973 and the Vietnam-Era Veterans Readjustment Act of 1974, Buyer has developed Affirmative Action Plans that are available for review upon request. The Seller/Contractor (and subcontractor, if applicable) shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender orientation, national origin, protected veteran status or disability.

Seller also warrants that it will comply with all applicable executive orders, and federal, state, and local laws, regulations, and rules, and, University policies, as appropriate, relating to nondiscrimination, equal employment opportunity, and affirmative action.

24. **COMPLIANCE WITH LAWS:** Seller shall comply with all applicable federal, state and local laws, regulations and rules. In the event Seller's personnel violates any such laws, regulations or rules or Buyer's policies, or for lawful and reasonable reasons at Buyer's discretion, Buyer shall have the right to (a) require Seller to remove such personnel from Buyer's property and/or (b) delay provision of the Goods and Services.
25. **SALES AND EXCISE TAX EXEMPTIONS:** As a non-profit educational institution, Buyer is exempt from Federal Excise Tax under Public Law No. 85-859 (Exemption No. A110656) and from New Jersey Sales Taxes (Exemption No. EO-210-634-501), New Jersey Excise Taxes (Exemption No. A-11083) and certain other states' taxes as may be applicable, unless otherwise stated on the face of the Purchase Order. Seller shall take all steps necessary to ensure that these exemptions are utilized to the maximum benefit of Buyer. Seller shall not charge Buyer any tax for which an exemption is applicable.
26. **EXPORT LAWS AND NDA:** Seller must provide export control classification (EAR ECCN or if ITAR, USML Category) and obtain advance written approval from Buyer prior to disclosing any items, information or services subject to U.S. export control laws and regulations, other than that designated EAR99, and Buyer retains the right to decline acceptance of such export-controlled items or information. Approval from Buyer must be obtained from the Director of the Office of Research and Project Administration at awards@princeton.edu. Seller shall comply with Section 889 of the National Defense Authorization Act of 2019, implemented via Federal Acquisition Regulation (FAR) 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, and FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. Seller represents and agrees that equipment or components or products or services it provides to Buyer do not, and will not, incorporate technology from companies listed in Section 889.
27. **AUDITS:** Buyer or a duly appointed agent ("Auditors") has the right to perform audits to the extent necessary to ensure compliance with the terms of this Agreement. Buyer will notify Seller of its intent to audit by providing at least ten (10) business days' notice to Seller. If any requested deliverable cannot be removed from its premises, Seller will secure access to such premises for the Auditors. Seller will make necessary employees or contractors available for interviews in person or on the phone as it relates to the respective audit during the time frame of the audit. In lieu of Buyer or its appointed audit firm performing their own audit, if Seller has an external audit firm that performs a certified SOC I, Type II and/or SOC II, Type II review, Buyer has the right to review the SOC I, Type II and/or SOC II, Type II report as well as the controls tested, and has the right to request additional information which may not be covered by such report(s). Audits will be at Buyer's sole expense, except where the audit reveals noncompliance with contract specifications, in which case the cost will be borne by Seller.
28. **ASSIGNMENTS AND SUBCONTRACTING:** Neither party shall assign or delegate its rights and obligations under this Agreement without the prior written consent of the non-assigning or non-delegating party.
29. **MISCELLANEOUS:** Each notice, request or demand given or required to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given upon (a) one (1) business day following deposit with an overnight courier service, or (b) four (4) business days following deposit with the United States Postal Service as certified or registered mail with first-class postage prepaid, and addressed to the intended recipient at such address as the parties may agree upon. The parties warrant that they have the authority to enter into this Agreement and that entering into this Agreement is not restricted or prohibited by any existing agreement to which they are parties.

30. **SURVIVAL:** This Paragraph and Paragraphs 1, 5, 8-18, 23, 25-29 hereunder shall survive the termination of this Agreement for any reason.