

By accepting a University of South Florida ("USF") Purchase Order the Supplier agrees to the following terms and conditions. In the event of a conflict between these terms and an active agreement between the parties, the terms of the agreement shall control.

All Suppliers providing goods and services to USF shall submit invoices to USF to receive payment. USF shall issue the Supplier's payment within 30 days after receipt of an acceptable invoice, receipt, inspection, and acceptance of

22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, and all embargoes and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC). USF will only take receipt of export-controlled material, items, articles, information, technical data, or source code by specific agreement with the Supplier. Supplier agrees, prior to providing or disclosing any material, item, article, information, technical data, or source code that is subject to export controls under federal law, to notify USF in writing that the material is export-controlled and identify the controls that apply, such as ECCN or US Munitions List category. Notification of intended release can be made to exportcontrol@usf.edu. USF reserves the right to decline receipt of controlled items or related technical data. The Supplier agrees to abide by any specific instructions for delivering controlled items to USF as instructed by USF prior to Delivery. The Supplier agrees that if it fails to notify USF that it is providing ITAR-controlled items, technical data or services, it shall defend, indemnify, and hold harmless USF from any liability for penalties, fines, legal costs (including cost to defend against criminal prosecution and costs to appeal administrative rulings, if any), or other fees or costs of any kind imposed against USF for any violation of export controls regarding the provided items, data or services.

The expenditure of funds from Grants and Aids appropriations, for the purpose of lobbying the Legislature or a State Agency, is prohibited. This condition is applicable to Florida State appropriated Grants and Aids.

As a condition of this purchase, and where applicable, the Supplier agrees to comply with: Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) which are incorporated herein by