

VAN ANDEL INSTITUTE – STANDARD PURCHASE ORDER TERMS AND CONDITIONS

- 1. Buyer's Information.** The "Buyer" is either Van Anadel Research Institute, Van Anadel Education Institute, or Van Anadel Graduate School whichever is designated on the purchase order ("Order") to which these Terms and Conditions ("Terms") are attached. Buyer's address is 333 Bostwick Avenue, N.E., Grand Rapids, Michigan 49503. Buyer is exempt from certain federal and state taxation. Accordingly, upon request, Buyer will provide Seller with proof of such tax exempt status for Van Anadel Research Institute (52-2000823), Van Anadel Education Institute (52-2000824), or Van Anadel Graduate School (20-3340886).
- 2. Contract.** These Terms apply to the offer by Buyer to acquire products ("Products") and/or services (together with the labor, equipment, and materials to perform the services, "Services") specified on the face of the Order from the vendor described on the Order ("Seller"). The Order, along with any written quotation, proposal, contract or agreement from Seller, will be collectively referred to in these Terms as the "Proposal." Notwithstanding anything in the Proposal to the contrary, the Proposal is subject to the provisions of these Terms, which supersede and control over all inconsistent terms or language in the Proposal. These Terms and the Proposal together constitute the "Contract." Unless otherwise stated in a separate written document signed by authorized representatives of both Buyer and Seller, the Contract will be deemed to relate to and govern all written documentation relative to the Products and/or the Services provided by Seller to Buyer, even without specific reference to this Contract. The terms of this Contract will supersede any prior course of performance, course of dealing and usage of trade between the Buyer and Seller.
- 3. Acknowledgement.** Within forty-eight (48) hours after receipt of an Order, Seller shall provide written confirmation to Buyer stating Seller's acceptance of the Order and the delivery date that the Products and/or Services will be provided to Buyer (an "Acknowledgement"). All Acknowledgements shall be sent by fax or email to Buyer's Procurement Services Department or to such other number designated in the Order.
- 4. Acceptance.** Acceptance of this Contract is expressly limited only to the terms of this Contract. Upon acceptance of this Contract by Seller, this Contract shall constitute the entire agreement between the parties and shall not be modified except by a written agreement, signed by authorized representatives of both parties. Any additional or different terms are excluded and not binding on Buyer. Seller's Acknowledgement or shipment or delivery of the Products or provision of the Services shall constitute acceptance to these Terms notwithstanding any additional or different terms contained in any documentation submitted by Seller, including, but not limited to, any acknowledgements, invoices or packing slips.
- 5. Changes.** Buyer may at any time, by written notice to Seller, change the Contract as to (i) designs or drawings of or specifications for the Products and/or Services, (ii) time or place of delivery or performance, (iii) method of packing or shipment, or (iv) quantity of the Products and/or extent of the Services. Any such changes must be authorized in writing by Buyer's Procurement Department. If a change to the Contract causes a change (which may be an increase or decrease) in Seller's cost or time of performance, the parties will consider an equitable adjustment (which may be an increase or decrease) in the price or time for delivery or performance, or both, if either party gives the other a written request justifying an adjustment within twenty (20) days after Buyer notifies Seller of the change. If such adjustment is not agreed upon, Buyer may withdraw the change to the Contract or Seller may decline to provide the Products and/or Services subject to the change.
- 6. Price and Payment.** The purchase price for the Products and/or Services specified in the Proposal will govern. If the purchase price is unspecified in the Proposal, Seller agrees that the purchase price for such Products and/or Services will be equal to Seller's most favorable rates charged to Seller's other customers given the nature of the Products and/or Services and the quantities ordered by Buyer, but in no event higher than the price that Seller last quoted or charged to Buyer. Buyer will not be required to pay any sales, use or other taxes arising because of Buyer's purchase of the Products and/or Services from Seller. Unless otherwise specified in the Proposal, Buyer will pay the purchase price for the Products and/or Services within thirty (30) days after the latest to occur of the following events: (i) the actual date of delivery of conforming Products or performance of conforming Services; (ii) the actual date of operative installation of conforming Products which are equipment used by Buyer; and (iii) the date of Seller's Invoice that complies with the provisions of Section 9 below. Buyer's payment of the purchase price does not indicate or constitute its acceptance of the Products or Services, does not constitute an acknowledgement that the Products and/or Services conform to the Contract, and will not affect any warranties with respect to the Products and/or Services.
- 7. Delivery.** The terms and prices for all Products purchased under this Contract are DDP Buyer's location INCOTERMS 2010, which location is either the Buyer's address stated above or another location designated by Buyer (the "Delivery Site"). Seller will retain legal title to, and bear all risk of loss, for any Products delivered pursuant to the Contract until such Products are received at the Delivery Site and Buyer has accepted such Products in accordance with the Contract. Seller is responsible for all transportation costs (including, without limitation, marking, packaging, loading, shipping, unloading and insurance costs), duties, taxes, charges and fees related to any Products. Seller must include sufficient information of the Order on the pack slip and other supporting documentation at the time of delivery, including, when applicable, all manufacturer model and serial numbers and identification of necessary consumable items for the Products. Seller will attach a packing slip to the outside of each package, including the applicable Order number, all bills of lading or express receipts. Only upon 24 hours' prior written notice and at reasonable business hours may Seller enter upon Buyer's premises for the purpose of inspecting any Product or providing Services, and such entry and presence must be in accordance with Buyer's policies and procedures.
- 8. Inspection Period.** Buyer will have a reasonable time, but at least thirty (30) days after: (i) receipt of the Products; and (ii) operative installation of Products which are equipment used by Buyer, to inspect and test the Products (the "Inspection Period"). During the Inspection Period, if Buyer determines in its sole discretion that the Products are defective or otherwise not in conformity with the requirements of this Contract, Buyer may, at its option, return the nonconforming Products to Seller at Seller's expense (including packaging and shipping). Upon Buyer's rejection of any or all of the Products under this Section 8, Seller will promptly provide a replacement Product or refund if Buyer has paid Seller for such defective Product, as Buyer elects. Buyer's rights under this Section 8 exist in addition to any other rights that Buyer may have under this Contract, any applicable warranty, or under applicable law.
- 9. Invoices.** Seller will submit an invoice to Buyer's Accounts Payable Department (an "Invoice") within 30 days of delivery of any Product and/or provision of service pursuant to this Contract. Each Invoice will contain the following information: (i) the Purchase Order number; (ii) Buyer's account number; (iii) the item, catalog, or part number; (iv) description of the Products and/or Services, including sizes, quantities, unit prices (including applicable discounts) and the total purchase price for the Products and/or Services; (v) the applicable shipping information; and (vi) any other information reasonably requested by Buyer. Seller will also provide a copy of the packing slip and/or shipping manifest if requested by Buyer.
- 10. Representations and Warranties.** Seller represents and warrants to Buyer that: (i) Seller has all necessary experience, qualifications, expertise, authority, licenses, registrations and permits to enable it to perform its obligations under the Contract, (ii) the Contract is the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, (iii) Seller will comply with all applicable federal, state and local laws, ordinances, rules and orders with respect to this Contract, (iv) to the best of Seller's knowledge, there exists no actual or potential conflict of interest between Seller and Buyer and, in the event of change in Seller's interests, Seller will inform Buyer regarding possible conflict of interest which may arise as a result of the change, (v) Seller has not offered or given, and shall not offer or give, any gratuity or thing of value to any employee of Buyer or of any affiliate of Buyer, (vi) Seller will comply with the federal funding requirements set forth in the Office of Management and Budget Circular A-110: Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, including, but not limited to, the requirements set forth on the attached Exhibit A, which are required as a result of Buyer's agreement(s) with, grants from, and/or other funding from, the federal government. These warranties may not be limited in scope or duration or be disclaimed.

11. **Representations and Warranties About the Products and Services.** Seller represents and warrants to Buyer that: (i) any Products or Services provided pursuant to this Contract, including any replacements, corrections, or repairs furnished by Seller (a) will be manufactured, sold, distributed, delivered and/or performed, as applicable, in compliance with all applicable federal, state and local laws, ordinances, rules, and orders, and Seller will obtain and maintain all necessary permits, registrations, and licenses to accomplish same, (b) will strictly conform to specifications published, furnished, or specified by Seller, and (c) will be performed and delivered in accordance with the highest prevailing industry standards for the type of Product and/or Service provided; (ii) any Product provided under this Contract, including any replacements, corrections, or repairs furnished by Seller (a) will be of new and unused materials, (b) will not be restricted in any way by security interests, liens, or any other encumbrances or rights of third parties, (c) will be adequately contained, packaged, marked and labeled, (d) will include all applicable service and maintenance manuals, (e) will be safe and free from defects in material and workmanship, and (f) if the Seller knows, or reasonably should know, the purpose for which the Products are purchased, Seller also warrants that the Products are fit for the particular purpose; and (iii) all Services will be provided only by qualified, licensed and well-trained personnel of Seller. Seller agrees to notify Buyer immediately upon discovery of any known or suspected deficiency in the Product and/or Services which may adversely affect the optimal operation and/or use of such Products or Services. These warranties may not be limited in scope or duration or be disclaimed.

12. **Intellectual Property.** Seller represents and warrants that Seller's performance under this Contract, the Products and the Services, and Buyer's use of the Products and Services, will not infringe upon any patent, trademark, copyright or other intellectual property right of any third party.

13. **Insurance.** Seller will, at Seller's expense, obtain and maintain: (i) a policy of general comprehensive liability insurance that names Buyer as an additional insured throughout the term of the Contract and has combined single limit coverage in the amount of Two Million Dollars per occurrence and Five Million Dollars aggregate, (ii) workers' compensation insurance, valid in the State of Michigan, with statutory policy limits, (iii) product liability and product recall insurance, if products are being provided under the Contract, (iv) professional liability insurance, if professional services are being performed under the Contract, (v) automobile liability insurance for owned, non-owned and hired vehicles, and (vi) any other insurance coverage reasonably necessary to protect Seller and its agents and employees from any claims arising from its obligations under this Contract. Seller agrees to provide Buyer with thirty (30) days' prior written notice of any reduction in limits or cancellation of any of the above insurance. If any of the required insurance is on a "claims made" basis, Seller agrees to keep such insurance in effect or purchase tail coverage or prior acts coverage so that such insurance is in effect from the date of the Contract is executed to three (3) years after its termination. Seller agrees to submit certificates of insurance, evidencing its insurance coverage, upon Buyer's request.

14. **Termination of Contract.** Buyer may terminate this Contract in whole or in part, at any time, by 30 days' prior written notice to Seller. In addition, Buyer may immediately terminate this Contract, in whole or in part, if: (i) Seller does not make timely shipments pursuant to the terms of this Contract; (ii) any of the warranties or representations of Seller in this Contract is or becomes false or untrue, (iii) Seller does anything to harm the business reputation of Buyer; (iv) Buyer reasonably determines Seller has violated a law in providing Products and/or Services; or (v) any governmental funding and/or grants provided to Buyer to which the Products and/or Services relate is cancelled or not renewed. Upon termination of this Contract, Seller will immediately cease work on this Contract or the terminated portion thereof and notify any subcontractors to do likewise. Buyer's liability upon termination will be limited to amounts accrued under the Contract for any conforming Products and/or Services accepted by Buyer prior to the effective date of such termination notice. If Buyer has paid in advance for any Products and/or Services, upon termination, Seller will promptly provide Buyer a pro-rata refund for all undelivered Products and/or Services. In the event Seller breaches or Buyer terminates this Contract, in whole or in part, Buyer reserves all

available rights and remedies, whether arising in law or equity, including, but not limited to, the right of specific performance and the right to recover consequential, incidental and/or punitive damages. Buyer's rights and remedies shall be cumulative.

15. **Federal Programs.** Seller represents and warrants to Buyer that Seller, and to the best of Seller's knowledge, Seller's personnel, are not and have not been: (i) excluded from participation in any federally funded health program, including, without limitation, the Medicare and Medicaid programs, or (ii) debarred or suspended or listed on the General Services Administration's ("GSA") List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "*Debarment and Suspension.*" Seller agrees that it will not perform any act that will cause Seller to be excluded from a federal health care program or debarred, suspended or listed in the GSA's List of Parties Excluded from Federal Procurement or Nonprocurement Programs during the term of this Contract. Seller agrees to immediately notify Buyer of any threatened, proposed, or actual exclusion, suspension or debarment from any federally funded health care program.

16. **Export Control.** Seller will ensure that the transfer of technical data, materials, equipment, software, and know-how to Buyer complies with (a) all applicable US export control requirements and sanctions that may be imposed or administered by the U.S. Department of Commerce, Department of Treasury and any other agency of the United States government, including but not limited to the controls on the transfer or export of equipment, software, technical data and know-how and (b) all applicable export control or technology transfer requirements imposed by foreign contractors. Seller agrees and acknowledges that Buyer will be unable to supply, and shall be excused from the supply of, any technical data, support, services, materials, equipment, and/or any other items without the required licenses from the United States government, provided that Seller shall use all commercially reasonable efforts to obtain such licenses as required in an expeditious manner. Seller expressly agrees not to retransfer or re-export to any party any technical data, know how, services, materials, equipment, and/or any other items in a manner that is inconsistent with export control and sanctions requirements of the United States

17. **HIPAA.** To the extent applicable, Seller agrees to comply with the Health Insurance Portability and Accountability Act of 1996 and all regulations thereunder ("HIPAA"), as well as all policies, procedures and practices of Buyer relating to HIPAA. Seller agrees to execute a HIPAA Business Associate Agreement or similar agreement upon request by Buyer.

18. **Disclosure of Discounts.** Seller agrees to assist Buyer in appropriately reflecting any discounts, rebates or other reductions in price as required by 42 U.S.C. § 1320a-7b(b). This may require, without limitation, timely providing to Buyer all documentation establishing the exact nature and quantity of purchases made and incentive benefits or discounts received, if any, under this Contract.

19. **Access to Records.** The parties agree to treat this Contract as falling under Section 1861(v)(1)(I) of the Social Security Act and the regulations issued at 42 C.F.R. Part 420, and to make available to the Comptroller General of the United States, the Department of Health and Human Services ("HHS") and their authorized representatives, for a period of four (4) years after the latest furnishing of Products and/or Services under this Contract, access to the books, documents and records, and such other information as may be required by the Comptroller General or the Secretary of HHS to verify the nature and extent of the cost for Products and/or Services provided by Seller. If Seller carries out the duties of this Contract through a subcontract worth \$10,000 or more over a twelve (12) month period with a related organization, the subcontract must contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records.

20. **Changes in Law.** Each party will cooperate with and assist the other party to ensure each party's full compliance with applicable laws, rules and regulations, and each party's full compliance with its obligations under its agreements with the federal government. If, subsequent to the execution of

this Contract, it is determined by either party's legal counsel that this Contract or any of its provisions may violate or does violate any law, rule, or regulation, the parties agree to renegotiate the provision(s) so that it (they), as well as this entire Contract, complies with the law, rule, or regulation. In the event the parties are unable to come to an agreement within thirty (30) calendar days, either party may, without further notice, immediately terminate this Contract.

21. **Confidentiality.** As a result of this Contract, Seller may become aware of or gain certain non-public information relative to Buyer's business, operations, or activities ("Confidential Information"). Seller hereby agrees (i) that all Confidential Information is proprietary and confidential in nature; and (ii) that Seller will not disclose, publish or make use of any Confidential Information for any purpose without the express written consent of Buyer unless required by law or legal process or the information has become available to the general public through no fault of Seller. Only Seller personnel with a need to know may have access to or use the Confidential Information. Any drawings, specifications, documents and other information or property that Buyer furnishes to or acquires from Seller in connection with this Contract (the "Furnished Items and Information") will remain Buyer's property. Seller will not commingle the Furnished Items and Information with property or information of Seller or third parties and will return the Furnished Items and Information to Buyer immediately upon Buyer's request. If there is an actual or threatened breach of this Section 20 by Seller, Buyer's remedies at law will be inadequate. Therefore, Buyer will have the right of specific performance or injunctive relief, or both, in addition to any and all other remedies and rights at law or in equity, and Buyer's rights and remedies will be cumulative.

22. **Relationship of Parties.** Each party acknowledges that the Contract will in no way be construed or interpreted to be an exclusive arrangement between Buyer and Seller. In addition, Seller will at all times be acting and performing as an independent contractor. Nothing in this Contract is intended to create an employer/employee relationship or a joint venture relationship between the parties. Seller will not have any authority to enter into any contract or agreement to bind Buyer and will not represent to anyone that it has such authority.

23. **Indemnification.** Seller will indemnify and hold Buyer harmless (and defend Buyer if it requests) as to any claims, liabilities, losses, damages and expenses (including attorney fees) brought against Buyer or

incurred by Buyer because of (i) any breach by Seller of this Contract, (ii) any claim that any of the Products and/or Services infringes any patent, trademark, copyright or other intellectual property right, anywhere in the world, (iii) any death, injury, or damage to any person or property caused or alleged to have been caused by the Products and/or Services or by Seller's manufacture of the Products and/or performance of the Services, (iv) any act or omission on the part of Seller or any of its subcontractors, or (v) the installation, delivery, operation, or use of the Products. Buyer may offset any indemnification obligations due from Seller against any amounts Buyer owes Seller.

24. **Survivability.** Provisions surviving termination or expiration of this Contract are those concerning indemnification, confidentiality, representations and warranties, choice of law and venue, and any other provisions which on their face affect rights and obligations after termination or expiration.

25. **Governing Law.** The terms and conditions of this Contract will be governed and interpreted in accordance with the domestic laws of the State of Michigan. Any action based upon or arising out of this Contract may be handled by any state or federal court in Kent County, Michigan, and Seller irrevocably consents that those courts will have personal jurisdiction over Seller and waives any objection that those courts are an inconvenient forum.

26. **Severability.** The terms of this Contract are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions will continue to be valid and enforceable.

27. **Assignment.** Seller will not assign this Contract, any Order, or any interest therein without the prior written consent of Buyer.

28. **Amendment and Waiver.** Any change in, or waiver of, any provision of this Contract must be contained in a writing signed by both parties. No waiver by either party of any right or remedy under this Contract, or delay in the exercise thereof, will constitute a waiver of any other right or remedy.

**EXHIBIT A
SUPPLEMENTAL CONTRACT PROVISIONS
REQUIRED UNDER FEDERAL LAW**

This Exhibit A (Supplemental Contract Provisions Required Under Federal Law) to the Van AnDel Institute – Standard Purchase Order Terms and Conditions (the “VAI Terms and Conditions”) is part of a Contract between Buyer and Seller, as those terms are defined in the VAI Terms and Conditions.

Buyer has entered into a prior contract with either the U.S. Government, or another entity that has itself entered into an agreement with the U.S. Government. That prior contract obligates Buyer to incorporate certain provisions in any subsequent procurement contract, award or subgrant issued by Buyer related to furthering the performance or deliverables required under that prior contract.

All contracts by and between Seller and Buyer will be deemed to incorporate any terms required by the provisions below, as applicable, as though the terms were fully set forth in such contracts, unless such contracts expressly state otherwise. Seller agrees to take any and all actions that are necessary to incorporate the terms required below in its contracts and agreements with its subcontractors, if any. Where necessary to make the context of these provisions applicable, the terms “contractor,” “recipient” and “subrecipients” will include “Seller” and its subcontractors.

PERFORMANCE BY SELLER UNDER THIS CONTRACT AND/OR ANY SUBSEQUENT CONTRACT WITH BUYER CONSTITUTES RECURRING CERTIFICATION THAT SELLER IS IN COMPLIANCE WITH, AND WILL CONTINUE TO COMPLY WITH, THE ITEMS BELOW.

1. **Equal Employment Opportunity.** All contracts will contain a provision requiring compliance with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

2. **Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c).** All contracts, subcontracts and subgrants in excess of \$2,000 for construction or repair awarded by Buyer (and/or Seller) will include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient will be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. Buyer and contractor are obligated to and will report all suspected or reported violations to any relevant Federal awarding agency.

3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7).** When required by Federal program legislation, all construction contracts awarded by Buyer and subrecipients of more than \$2,000 will include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors will be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors will be required to pay wages not less than once a week. Buyer will place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract will be conditioned upon the acceptance of the wage determination. Buyer and contractor will report all suspected or reported violations to any relevant Federal awarding agency.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** Where applicable, all contracts awarded by Buyer in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers will include a provision for compliance with Sections 102 and 107 of the Contract Work

Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor will be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work will provide for the rights of the Federal Government and Buyer in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding Federal agency.

6. **Clean Air Act (42 U.S.C. 7401, et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.), as amended.** Contracts of amounts in excess of \$100,000 will contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401, et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors who apply or bid for an award of \$100,000 or more will file the required certification. Each contractor tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are then forwarded from tier to tier up to Buyer.

8. **Debarment and Suspension (E.O.s 12549 and 12689).** No contract will be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed \$25,000 will provide the required certification regarding its exclusion status and that of its principal employees.

9. **Right of Audit.** All contracts that exceed \$25,000 will be deemed to include a provision to the effect that Buyer, Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives, will have access to any books, documents, papers and records of contractor which are pertinent to such contract for the purpose of making audits, examinations, excerpts and transcriptions.

Seller is directed to consult Office of Management and Budget Circular A-110 for additional information.

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