

This order, made by the University of Mary Washington, an agency of the Commonwealth of Virginia, is governed in all respects by the laws of the Commonwealth of Virginia, including §23-1.1003 of the Code of Virginia and the associated Rules Governing Procurement of Goods, Services, Insurance and Construction (The Rules) and the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and Their Vendors; the provisions of which are available at <https://vascupp.org>

By accepting and performing this order, all vendors, suppliers, contractors or firms (as such terms may be used) providing goods or services to the University of Mary Washington attest acceptance and compliance with the provisions found in applicable Virginia law, including the terms and conditions below:

1. The supplier agrees, by accepting and performing this order that it is subject to an eVA Transaction Fee based on the face amount of the order, for which the supplier will be invoiced by the Commonwealth of Virginia, Department of General Services. The supplier may not recoup the eVA fee by invoicing the University for the fee. Additional information about eVA is available at <http://www.eva.virginia.gov>.
2. Sales to the University are normally exempt from State taxes. [State sales and use tax certificate of exemption form ST-12](#) may be specifically issued upon request.
3. The pricing specified in the order shall include shipping F.O.B. destination unless otherwise stated in the body of the order.
4. Goods delivered or services rendered must be strictly in accordance with the order placed and cannot deviate in any way from the terms, conditions or specifications of this order without the prior approval of the University. Equipment, materials, or supplies delivered on this order are subject to inspection and test upon receipt. If rejected, goods remain the property of the supplier.
5. The University will own all rights, title and interest in any and all intellectual property rights created in the performance from this purchase and the supplier will execute any assignments or other documents needed for the University to perfect such rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.
6. Brand Standards: Any Creative Work produced for the University (1) will comply with the University's brand standards and (2) in its end application, will fit the visual look and feel of the overall brand aesthetic, brand concept, color palette, visual effects, photographic and video style standards, and make correct use of all marks including logos and identity components. The University, in its sole discretion, will determine compliance with these requirements. Creative Work includes, but is not limited to: websites, applications, electronic communications, newsletters, advertisements, mailings, magazines, and other communication materials (digital and print) produced for the University. For additional guidance, the supplier should consult the [UMW Brand Standards and Visual Identity Guidelines](#) or contact [University Relations and Communications](#).
7. The supplier must provide a current Material Safety Data Sheet (MSDS) on each delivered product containing any substance defined or described by United States Federal Hazard Communication Standard 1910.1200. MSDS should be sent to: University of Mary Washington, Attn. Office of Environmental Health and Safety, Hamlet House, 1301 College Avenue, Fredericksburg, VA 22401 or email to: [safety@umw.edu](mailto:safety@umw.edu)
8. Sensitive, non-public "University Data" is strictly regulated by state or federal law. Such data includes but is not limited to; business, administrative and financial data, intellectual property, and patient, student and personnel data. If the supplier providing goods or services to the University will receive, create, process, or come into non-incidental contact with University Data, the supplier agrees to abide by the terms and conditions of the [Hosted Technology Services Addendum \(HTSA\)](#). The HTSA may be updated from time to

time and it is the supplier's obligation to review the HTSA in effect at the time of its provision of goods or services to the University.

9. The University's standard payment terms are NET 30, unless otherwise negotiated by the University or University's banking services provider. The University will compute payment from the date of delivery of goods at destination after final inspection and acceptance, from the date of completion of services or the date the correct invoice is received, whichever is later, or as may be agreed between the University and the supplier. To receive payment, a valid University of Mary Washington Purchase Order number must be shown on all invoices and shipments associated with a Purchase Order. Payment may not be made until an authorized agent of the supplier has [registered with the University of Mary Washington](#).
10. The following provisions apply to a contract made under a federal grant; Appendix II to Part 200 – Contract Provisions for non-Federal Entity contracts under Federal Awards. Any modification to these terms must be agreed to in writing by both parties prior to performance of this order.
11. This order may be subject to federal oversight. The vendor, as applicable, will comply with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) Part 317-326 (Procurement Standards) and Section 2 CFR 200.404 (Cost Reasonableness).
12. This order is the entire agreement between the University (including University employees and other End Users) and the supplier. In the event that the supplier enters into terms of use agreements or other agreements or understanding, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this order shall apply.
13. Except as provided below, once an order is issued, all related solicitation documents submitted to the University, including, but not limited to, quotations, proposals, bids, statements of work, and/or specifications, will be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or confidential information submitted by the supplier as part of its solicitation documents will not be subject to public disclosure if exempted by the Virginia Freedom of Information Act; however, the supplier must invoke the protections of this section prior to or upon submission of its solicitation documents, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. The supplier may not request that its solicitation documents in their entirety be treated as trade secret or confidential information, nor may a firm request that its pricing be treated as a trade secret or confidential information.
14. Immigration: Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
15. NONVISUAL ACCESS TO TECHNOLOGY and ACCESSIBILITY: All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:
  - a) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
  - b) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
  - c) Nonvisual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public;
  - d) and the Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the designated representative of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications

programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of University of Mary Washington shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the most current version of the Web Content Accessibility Guidelines (WCAG). The Vendor/Contractor further warrants that it is committed, and shall remain committed, to promoting and improving accessibility of all its products as specified in UMW's IT Accessibility Policy. <https://technology.umw.edu/technology-accessibility/>

- A. If the Products and Services are not in conformance with all applicable federal and state disability laws, policies, and regulations as of the Contract Effective Date, as identified by the Vendor/Contractor, or through University testing or assessment, Vendor/Contractor shall use all reasonable efforts to update the Products and Services so as to be in conformance prior to Acceptance by the University.
- B. In the event any issues arise regarding Vendor's/Contractor's compliance with applicable federal or state disability laws, policies and regulations, at any time, during any term of the contract, including all optional renewals, the University may send communications to Vendor/Contractor as specified in the Notices provision of the contract, requesting cure of such noncompliance. The Vendor/Contractor shall respond to these communications within two (2) business days from receipt to the University official identified in the Notices provision of the contract, with a plan, including a timeline for completion, which will bring the contractor back within compliance as required by the contract. This plan shall require University agreement.

If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Section along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia.

16. If the agreed upon compensation for this Agreement exceeds \$10,000, the provisions required by §10 Rules Governing Procurement Chapter 4.10 (§23-38.88 et seq.) of Title 23 of the Code of Virginia prohibiting Contractor from discriminating in employment and Governing Rules §11 obligating Contractor to provide a drug-free workplace shall apply.
  - A. Provisions included in [§2.2-4200 and § 2.2-4201 \(Fair Employment Contracting Act\)](#) shall also apply.
17. This public body, University of Mary Washington, does not discriminate against faith-based organizations in accordance with the Governing Rules §36 or against a bidder or offeror, vendor, or contractor because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.