



PURCHASE ORDER TERMS & CONDITIONS

1. This purchase made by William & Mary (hereinafter called "University" or "W&M"), an agency of the Commonwealth of Virginia, is governed in all respects by the laws of the Commonwealth of Virginia, and any vendor, supplier, contractor, or firm (as such terms may be used) providing goods or services to the University assures the Commonwealth it is conforming with the provisions found in applicable Virginia law. This purchase is also subject to the provisions of the ["Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors"](#).
2. Sales to the University are normally exempt from State taxes. Invoices resulting from this purchase will be free of Federal excise and transportation taxes.
3. By accepting and performing this order, the supplier agrees that the price(s) include(s) shipping FOB destination unless otherwise stated in 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 written 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 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's should be sent to W&M Environment, Health, & Safety Office: Annex 204 South Boundary Street Williamsburg, VA 23187
6. To receive payment, a valid University Purchase Order number must be shown on all invoices and shipments associated with a Purchase Order.

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.

7. If eVA-registered, 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>.

8. 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.
9. The following provisions apply to a contract made under a federal grant: Appendix II C.F.R. 200 §§ 200.317-200.326
10. 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 student and personnel data. If the supplier providing goods or services to the University will receive, create, or come into non-incidental contact with University Data, the supplier agrees to abide by the terms and conditions of university guidelines.
11. 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 W&M website: <https://brand.wm.edu/>
12. 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.
13. This order is the entire agreement between the University (including University employees and other End Users) and the supplier, including [William & Mary Mandatory Terms & Conditions](#) and any Commonwealth Addendum Form that may be incorporated when applicable. 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.

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: 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 Section 508 of the Rehabilitation Act (29 U.S.C. 794d) as amended.

Contractor also agrees to share their products' accessibility assessment (Voluntary Product Accessibility Template, Accessibility Conformance Report, etc.) in order to verify compliance with the new regulation from the US Department of Justice's (DOJ) Americans with Disabilities Act (ADA) Title II requirements on or before April 2026. Contractor will upload existing VPAT and/or other reports to W&M Vendor Accessibility Documentation. These reports may be provided to other Virginia Institutions should they need to engage with the contractor.

The requirements of this Paragraph 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 d 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.
17. FORCE MAJEURE. In no event shall either party be liable to the other for cancellation or postponement or deemed in breach of the Agreement (or PO if using Purchase Order) based on circumstances resulting from any cause beyond either parties control including, but not limited to, federal or state governmental orders or lack thereof, legislation, regulations, labor strikes, epidemic, pandemic, immediate threat of mass casualties or contagious illness or disease, act of war, riot, mass shooting, terrorism, acts of God, fires , severe weather conditions, floods, curtailment of transportation, electrical failure or any event that prohibits attendees being able to attend the event. Parties agree to minimize the damage of the Force Majeure Event to fullest extent possible. Notices shall state the nature of the Force Majeure Event, actions the party wishes to take, and if applicable a plan to mitigate any delays caused by the event. Such Notice shall not subject either party to any penalties, liquidated damages, or forfeiture of any prepayment. All deposits being held will be promptly refunded for the entire amount received from either party.
18. FEDERALLY IMPOSED TARIFFS: In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the University may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the University under this Agreement.

Prior to the University agreeing to a price increase under this Section, the contractor must provide to the University, the following documentation, all of which must be satisfactory to the University:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the University under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the University to verify that the tariff is the cause of the price change.
- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the University at a lower cost from a different source located outside of the country against which the tariff has been imposed. To also include: the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.
- as requested by the University, written instructions authorizing the University to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the University agrees to a price increase under this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the University and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the University, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the University's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the University's payment of additional sums due to tariffs shall be fraud against the taxpayers' providing support to the University and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

- 19. DATA BREACH NOTIFICATION:** The Contractor shall notify W&M of any data breach or other data security issues within 24 hours of the breach being identified. The Contractor will also report such incident to any required data protection authority. The Contractor will work closely with W&M's contract administrator to determine next steps such as any end-user notifications, needed patches, and how to avoid any similar event in the future.