

ILLINOIS MATHEMATICS AND SCIENCE ACADEMY('University')
Purchase Order Terms & Conditions

1. **CONTRACT DEFINED.** The parties' complete and exclusive agreement regarding the subject matter ("Contract") includes: any separately signed contract; the Purchase Order and all change orders issued by University; these Purchase Order Terms and Conditions; and the Additional Purchase Order Terms and Conditions and State Vendor Certifications located at: <https://www.imsa.edu/audience/business-office>. In the event of a conflict between the terms of a separately signed contract and all Purchase Order terms and conditions, the terms of the signed contract shall control. Any additional or conflicting terms contained in any document issued by Vendor in connection with this Contract shall not be binding on University unless University expressly agrees in writing.
2. **CHOICE OF LAW.** University is a public body, corporate and politic of the State of Illinois, U.S.A. By entering into this Contract, University does not waive any defenses or immunities afforded by law. This Contract and all claims arising or related to this Contract shall be interpreted by application of Illinois law without regard to its conflicts of law provisions.
3. **VENDOR PERFORMANCE.** Vendor agrees to comply with all applicable laws in performing this Contract and will obtain at Vendor's expense all necessary licenses and permissions necessary for Vendor's performance.
4. **TITLE/RISK OF LOSS.** Unless otherwise stated on the face of this Purchase Order: Title to supplies and risk of loss shall pass to University upon delivery at final destination and acceptance by University; all shipments must be fully insured by Vendor unless otherwise stated; and Vendor shall select the carrier and bear freight costs.
5. **INSPECTION AND ACCEPTANCE.** All services and supplies delivered under this Contract must comply with applicable specifications and are subject to final inspection by University, notwithstanding any prior payments or inspections by University. University's acceptance after final inspection shall be conclusive, except with respect to latent defects or fraud. University may, at its option and without invalidating the remainder of the Contract, direct Vendor to (a) promptly remove defective supplies and issue a credit for the full value of the defective supplies; (b) repair or replace defective supplies; or (c) re-perform non-conforming services at Vendor's expense and risk.
6. **BILLING AND PAYMENT.** In order to be paid, Vendor must submit an invoice to the "Bill To" or "Billing Address" set forth on the face of this Purchase Order. The invoice submitted must include: University's purchase order number, itemized detail, a unique invoice number, invoice date, invoice amount, and remittance address. Interest on late payment(s) shall be paid in accordance with the State Prompt Payment Act, 30 ILCS 540.
7. **TAXES.** University is exempt from payment of state and local Retailers' Occupation Tax, state and local Service Occupation Tax, state Use Tax, and state Service Use Tax. University's tax exemption identification number issued by the Illinois Department of Revenue is E9991-0276-07. Certificates of exemption will be provided upon written request.
8. **WARRANTIES.** Unless otherwise agreed in writing by the parties, Vendor warrants that all supplies furnished under this Contract will be free of defects in material and workmanship, without liens or encumbrances of title, and will conform to applicable written drawings, specifications and other data and, if not of University's specified design, will be free of design defects and will be fit and sufficient for the purpose intended. All warranties shall run to University and survive acceptance and payment. All services performed under this Contract shall be of the highest quality and performed in a professional and workmanlike manner consistent with industry standards and practices. All warranties, whether express or prescribed by law, shall extend for the longer of: (a) 180 days from delivery; (b) the warranty period expressly provided by Vendor; or (c) the period set forth by law.
9. **INDEMNIFICATION AND INSURANCE.** Vendor shall indemnify the University, its officers, employees, trustees, students, and agents against all demands, claims, damages, liabilities, expenses, and reasonable attorney fees and costs arising out of the performance of this contract by Vendor, its employees, subcontractors, and agents. IMSA assumes no liability for actions of VENDOR. VENDOR is not eligible for indemnity under the State Indemnification Act (5 ILCS 350/1 et seq.). This indemnification obligation shall survive the termination or expiration of this Contract. Vendor shall maintain for the duration of this Contract a policy or policies of insurance with coverage and limits adequate to satisfy all liabilities relating to Vendor's performance of the Contract, whether arising under applicable law or specifically assumed under this Contract, including but not limited to indemnification obligations. The insurance shall be commensurate with usual and customary industry practices for similarly

situated businesses. Vendor shall comply with applicable laws governing workers' compensation and mandatory insurance for vehicles. The University may request a certificate of insurance at any time.

11. **CONFIDENTIALITY.** Vendor must treat all information relating to this Contract ("University Information") as confidential. Unless required by law or authorized by University in writing, Vendor shall not disclose University Information to third parties or use University Information for any purpose other than in performing the services or providing the supplies that are the subject of this Contract.
12. **TERMINATION.**
 - 12.1. **FOR NON-APPROPRIATION.** This Contract is subject to termination by University in any year for which the General Assembly fails to make an appropriation sufficient to make payments under the Contract.
 - 12.2. **FOR CAUSE.** A party that defaults in performance or commits a material breach of this Contract ("Defaulting Party") shall have 10 days to cure the default or breach after receiving notice from the other party. The non-defaulting party may terminate this Contract without further notice and pursue other available legal remedies if the Defaulting Party fails to cure the breach within the prescribed period, or within such other period of time that is agreed by the parties in writing.
 - 12.3. **FOR CONVENIENCE.** University may terminate this Contract for convenience by providing not less than 30 days' advance written notice to Vendor.
 - 12.4. **EFFECT.** In the event of early termination, Vendor shall stop performance in accordance with the notice of termination and shall submit to University a final bill for supplies delivered or services performed up to the date of termination. University is not obligated to pay Vendor for supplies or services until Vendor provides all work product that is in progress or completed as of the date of termination. Vendor must comply with University's instructions to either destroy or return to University all University Information previously furnished to Vendor.
13. **AMENDMENTS.** No modification of this Contract shall be effective unless made by a written change order issued by University or an amendment signed by each party's authorized signatory.
14. **ASSIGNMENT.** Vendor cannot assign its obligations under this Contract without the prior written consent of University.
15. **CONTRACT ENFORCEMENT AND INTERPRETATION.** The failure of either party to enforce any provision of this Contract shall not waive the party's right to later enforce the provision or the Contract. If any provision of this Contract is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this Contract so long as severance does not affect the enforceability or essential purpose of the remainder of this Contract. Any rule of construction that would resolve ambiguities against University as drafter shall not apply in interpreting this Contract.
16. **DELIVERY OF NOTICES.** To be enforceable, all notices must be in writing, reference the Purchase Order number, and be delivered to the postal address of Vendor or IMSA's Purchasing Department. Notices are effective upon receipt by the intended recipient. A party may change its representative at any time by written notice to the other party.

Illinois Mathematics and Science Academy
Purchasing Department
1500 Sullivan Road
Aurora, Illinois 60506
17. **INDEPENDENT CONTRACTOR.** The parties are independent contractors with respect to each other. Nothing in this Contract is intended to create any employment, association, partnership, joint venture, or agency relationship between them.
18. **PREVAILING WAGE.** If this Contract involves (a) a "public works" project within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130, or (b) printing, janitorial, cleaning, window cleaning, building and grounds, site technicians, natural resources, food, or security contracts of \$2,000 or more (or \$200 or more per month) within the meaning of the Illinois Procurement Code, 30 ILCS 500/25-60, all contractors and subcontractors must pay no less than the general prevailing rate of wages (hourly cash wages plus fringe benefits) in the locality in which the work is produced or performed and comply with all other requirements of the Act. Refer to the prevailing wage rates on the Illinois Department of Labor website at: <https://www2.illinois.gov/IDOL>.