

Standard Terms and Conditions

Incorporated into Purchase Orders

OGC Approved: September 2025



The following shall apply to Texas A&M Research Foundation / Scientific Ocean Drilling purchase orders, attachments, appendices or other documents, whether incorporated by reference or in full text.

- Seller/ Contractor may also be referred to and shall mean "Contractor".
- Purchase Order may also be referred to and shall mean "order" or "agreement".
- Texas A&M Authorized Agent may also be referred to and shall mean "TAMRF's Contract Administrator" or "Buyer".
- Scope of Work may also be referred to as and shall mean "Statement of Work" or "Work".
- 2 CFR 200 means Federal Uniform Guidance, Subpart D, Sections 200.317 – 200.326.
- "TAMRF" or "Buyer" shall mean Texas A&M Research Foundation.

SECTION 1 - General Provisions

1. CONTRACTOR'S ACCEPTANCE

The items or services covered by this order shall be furnished by Contractor subject to all the terms and conditions set forth in this order including the following, which Contractor in accepting this order agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the items or the performance of all or any portion of the services covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made part of this order only to the extent of specifying the nature of the items or services ordered, the price thereof, and delivery date, and then only to the extent that such terms are consistent with the terms and conditions of this order.

2. WAIVER

The failure of Buyer to enforce at any time any of the provisions of this order, or to exercise any option provided, or to require, at any time, performance by the Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this order or any part thereof, or the right of Buyer thereafter to enforce each and every such provision.

3. WARRANTIES

In addition to any express or specific warranties Contractor may make, Contractor warrants the items and/or services delivered to be free from defects in labor, material and manufacture, and to be in compliance with any drawings or specifications incorporated or referenced and with any samples furnished by the Contractor. All warranties shall run to Buyer, its successors and assignees.

4. INSPECTION

All work performed and all deliverable items/services are subject to final inspection and acceptance at destination notwithstanding any payments or inspection at source. Final inspection and acceptance shall be conclusive except as to latent defects, fraud, such gross mistakes, as amount to fraud, and the Contractor's warranty obligations. Supplies to be furnished hereunder shall be subject to inspection by Buyer and/or third-party inspectors upon the premises of the Contractor.

5. ASSIGNMENT

This order is assignable by Buyer. Except as to any payment due, this order is not assignable by Contractor without written approval of Buyer. Any attempt to do so shall be void. If such consent is given, it shall not relieve Contractor from any of the obligations of this order and any transferee or lower-tier subcontractor shall be considered the agent of Contractor and, as between the parties hereto, Contractor shall be and remain liable as if no such transfer or subcontracting had been made.

6. CHANGES

Only Buyer's authorized agent may make changes within the general scope of this order by giving written notice to Contractor. If such changes affect the cost or the period of performance of this order, an equitable adjustment may be made if Contractor submits a written claim for adjustment within thirty (30) days of the receipt of notification of such change. No change by Contractor shall be recognized without written approval of Buyer's authorized purchasing agent. Buyer's technical representative(s) are not authorized agents of Buyer.

7. SHIPPING INSTRUCTIONS

Shipments must be made as specified on the face of this order unless subsequently modified in writing by Buyer's authorized agent.

8. EXPORT COMPLIANCE

- a. Licenses. The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in performing this Contract. Absent license exemptions/exceptions, the Contractor shall obtain the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- b. Identification of Export Controlled Items. The Contractor shall notify the Buyer in writing prior to delivery if it will provide any items under this Purchase order controlled under the International Traffic in Arms Regulations (ITAR) (i.e., hardware, software, technology, components, accessories, etc.). Any such item(s) or its packaging shall be properly marked to alert the Buyer of any Institute of the ITAR restrictions upon delivery to the Buyer.

9. TERMINATION AND DELAYS

Buyer may, by written notice stating the extent and effective date, terminate this order for convenience at any time. Buyer shall pay Contractor as full compensation for performance prior to such termination (1) the unit or pro rata order price for the delivered and accepted portion and (2) a reasonable amount, not otherwise recoverable from other sources by the Contractor with respect to the undelivered or unaccepted portion of this order provided compensation under this Section 8 shall in no event exceed the total order price. Buyer may, by written notice, terminate this order for Contractor's default, at any time, if Contractor refuses or fails to comply with the provisions of this order, or fails to make deliveries within the time specified or any written extension thereof. Time is of the essence in this order. If after giving notice of termination for default Buyer determines that failure to perform this order is due to causes beyond the control and without the fault or negligence of the Contractor, or if such delay is due to failure of Buyer, not caused or contributed to by Contractor, Buyer may extend the time for completion of this order or Buyer may terminate this order, such termination being deemed for the convenience of Buyer. The rights and remedies of Buyer provided in this order shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

10. LIABILITY FOR BUYER FURNISHED PROPERTY

Contractor assumes complete liability for any damage to or loss of property, tooling, articles or material furnished by Buyer to Contractor in connection with this order and Contractor agrees to pay for all such property, tooling, articles or materials spoiled by Contractor, or not otherwise, returned to Buyer in the same condition as delivered to Contractor, reasonable wear and tear accepted. The furnishing to Contractor of any property, tooling, articles or material in connection with this order shall not, unless otherwise expressly provided for, be construed to vest title to Contractor. Any Buyer tooling, articles or materials furnished shall not be used for any purpose other than performance of the work under this order.

11. INDEMNIFICATION AND INSURANCE

In the event the Contractor, its employees, agents or subcontractors enter premises occupied by or under the control of the Buyer in the performance of this order, the Contractor agrees that it will be responsible to, defend, indemnify and hold harmless, the Buyer, its regents, officers and employees from any loss, cost, damage, expense or liability relating to property damages or personal injury of whatsoever kind or character, arising out of, resulting from, or in connection with the negligent or willful acts or omissions of the Contractor or Contractor's agents, employees or subcontractors. The Contractor agrees that it and its subcontractors will maintain public liability, commercial general liability and property damage insurance in reasonable limits covering the obligations set forth above and will maintain workers' compensation coverage (either by insurance or if qualified pursuant to law, through a self- insurance program) covering all employees performing this order on premises occupied by or under the control of the Buyer.

12. PATENT INDEMNITY

Contractor shall pay all necessary royalty and license fees relating to intellectual property embodied in the items or services covered herein. In the event any third party shall claim that the manufacture, use or sale of these items or services to be delivered under this purchase order, infringes any intellectual property rights of third parties such as, copyright, trademark, or patent, the Contractor shall indemnify Buyer and hold Buyer harmless from any cost, expenses, damage or lost incurred in any manner by Buyer on account of any such alleged infringement.

13. EMAIL

This order may be executed and become effective by manually signing and delivering an electronic version of the signed agreement (for example, by signing the order, scanning the document and delivering the electronic file) or by affixing an electronic signature to the digital file associated with this Purchase Order (whether represented by an image, object or alphanumeric values). Such electronic signature and document shall be deemed an original certifying to the party's intent to enter into this Purchase Order and to its authenticity, validity, and enforceability.

14. DELIVERY

Order delivery time as shown on the face of the purchase order reflects the number of days expected for delivery to the designated location under normal conditions. Failure of Contractor to state delivery time obligates Contractor to complete delivery in 14 calendar days from date of purchase order. If any unforeseen delay is incurred, Contractor shall give written notice to the Buyer 5 days prior to expected delivery. The Buyer may extend the delivery date if reasons appear valid. If the Contractor fails to deliver these items or services by the promised delivery date, without giving acceptable reasons for delay, or if any items or services are rejected for failure to meet specifications, Buyer reserves the right to purchase specified items or services elsewhere, and charge the full increase in price, cost of handling and rebidding, if any, to the Contractor and Contractor agrees to pay for same. Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from Buyer.

15. PAYMENT

Contractor shall submit one copy of an itemized invoice showing order number and Buyer purchase order number. If the invoice is not addressed as instructed, payment will be delayed. Buyer will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of items or services on an uncontested invoice.

16. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and neither Contractor nor its employees are servants, agents or employees of Buyer, Buyer being interested only in the complete performance of the services or delivery of the items herein contemplated.

17. APPLICABLE LAW

Irrespective of the place of performance, this order will be construed and interpreted according to the federal common law pertaining to federal government contracts, grants and cooperative agreements as enumerated and applied by federal judicial bodies, boards of contract appeals and quasi-judicial agencies of the federal government. To the extent that the federal common law of government contracts, grants and cooperative agreements is not dispositive, the laws of the State of Texas shall apply, excluding any "conflict of laws" rules which would direct or refer to the laws of another jurisdiction.

18. OTHER APPLICABLE LAWS

Any provision required to be included in an order of this type by any applicable and valid federal, state or local statutes, act, executive order, law, ordinance, rule or regulation shall hereby be deemed to be incorporated by reference as if set forth in full text.

SECTION 2 - Federal Provisions

(In accordance with 2 CFR Part 200, Appendix II)

1. Equal Employment Opportunity

Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" [30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339, as amended by [Executive Order 11375](#), "Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity," and implementing 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)

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").

3. Occupational Safety and Health Act

By accepting this order, Contractor certifies that the work performed in producing all items and services provided hereunder shall conform to current OSHA requirements.

4. Contract Work Hours and Safety Standards Act [40 U.S.C. 3701-3708](#)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations [29 CFR Part 5](#). Under [40 U.S.C. 3702](#) of the Act, each contractor must 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must 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

If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act [42 U.S.C. 7401-7671q](#) and the Federal Water Pollution Control Act [33 U.S.C. 1251-1387](#) as amended

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act [42 U.S.C. 7401-7671q](#) and the Federal Water Pollution Control Act as amended [33 U.S.C. 1251-1387](#) if the total value of this order exceeds \$150,000. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. Energy Policy and Conservation Act (42 U.S.C. 6201)

Contractor shall comply with any mandatory standards and policies relating to energy efficiency contained in the applicable state energy conservation plan issued.

8. Byrd Anti-Lobbying Amendment [31 U.S.C. 1352](#)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Buyer.

9. Debarment and Suspension Executive Orders 12549 and 12689

A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#). A purchase order/agreement with an amount expected to equal or exceed \$25,000 (see 2 CFR 180.220 and E.O.’s 12549 and 12689) shall apply.

10. 2 CFR 200.321

Contracting with small and minority businesses, women business enterprises and labor surplus area firms.

11. P.L. 101-336, Americans with Disabilities Act, as amended

The Contractor and its subcontractor(s) shall comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

12. Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

The Contractor is hereby notified that the Contractor is required to: inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

13. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, the Contractor may not obligate or expend funds received under this order to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.