

University of Missouri – STANDARD PROCUREMENT TERMS AND CONDITIONS  
(Updated as of February 2025)

THE BELOW TERMS AND CONDITIONS ARE INCORPORATED INTO ALL AGREEMENTS WHICH REFERENCE THESE TERMS AND ALL PURCHASE ORDERS – ACCEPTANCE OF THE PURCHASE ORDER INDICATES SUPPLIER AGREES TO THE BELOW TERMS AND CONDITIONS.

1. Definitions: (i) “Contract” refers to the entire purchase order issued by the University (“Purchase Order”), contract, or agreement which incorporates these Standard Procurement Terms and Conditions (“Terms and Conditions”); (ii) “University” refers to The Curators of the University of Missouri; (iii) “Supplier” refers to the party named in the Contract with whom University has contracted with for the purchase of good, or goods and services; (iv) “University and Supplier are each a “Party” and collectively “Parties.”
2. These Terms and Conditions shall govern the Contract between the Parties and replace and supersede any conflicting terms and conditions found in the Contract. In the event of a conflict between the terms of this Purchase Order and the terms and conditions of a separate written agreement executed by the University and Supplier in connection with a transaction governed hereby, the terms which are most favorable to the University shall prevail.
3. Purchase Order specific terms: These Terms and Conditions shall govern with respect to the goods (the “Goods”) or services (the “Services”) identified on the face of the applicable Purchase Order. By acceptance of a Purchase Order, the Supplier agrees to comply with the Terms and Conditions contained herein and, subject to the pricing provisions below, to sell (or lease if so noted) Goods as described herein for the prices or other consideration indicated. Acceptance of the Purchase Order is expressly limited to the Terms and Conditions contained herein. No other terms and conditions shall apply, including any terms or conditions contained in any Supplier quotation, acknowledgment, response hereto, or other form which is in addition to or different than the Terms and Conditions contained herein. Any such additional or different terms and conditions are hereby objected to by University. Acceptance by University of any Goods or Services provided pursuant to the Purchase Order shall not constitute University’s acceptance of any additional terms and conditions. The Purchase Order shall be accepted by Supplier in any manner permitted by law or upon the first of the following to occur: Supplier’s making or signing any other form or letter of acknowledgment (except that no additional or different terms and conditions thereon shall apply); any performance by Supplier pursuant to the Purchase Order; ten (10) days after Supplier’s receipt of this Purchase Order. The terms and conditions of any contract or agreement issued by the University’s authorized representative(s) shall apply to the extent that they supplement the provisions of the Purchase Order. University assumes that items quoted or bid as equal are equal and reserve the right to return at Supplier’s expense all items that are furnished which are not acceptable as equals as required by the Purchase Order or Bid Request and Specifications, and Supplier agrees to replace such item with satisfactory items at the original quoted or bid price. The Purchase Order shall not bind the University for an amount in excess of that noted on the face hereof. In case property of the value in excess thereof is forwarded to the University under the Purchase Order, University may, at its election, retain the property at the invoice price, or return it to the Supplier at Supplier’s expense. Goods that are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the University. C.O.D. shipments will not be accepted. All claims for money due or to become due to the University from Supplier may be subject to deduction or set-off by the University against any amounts owed to Supplier from University arising out of this or any other transaction with Supplier. The University may exercise its set-off rights without prior notice to Supplier.
4. All shipping charges must be PREPAID. No packing or drayage charges will be allowed.
5. University will pay invoices within thirty days of receipt. University may withhold payment for goods or services University finds defective, untimely, or otherwise non-conforming.
6. At all times during its performance under this Contract, Supplier shall obtain and keep in force insurance meeting the following minimum requirements: i) Commercial General Liability insurance, including coverage for bodily injury and property damage and products and completed operations, with limits of not less than \$1,000,000 each occurrence. Such insurance will be primary, non-contributory, and include a waiver of subrogation; ii) Business Automobile Liability with limits not less than \$1,000,000 each occurrence CSL; iii) Workers Compensation & Employers Liability to the extent required in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage; including Employers Liability with limits not less than \$500,000 each accident, disease each employee and disease policy limit; and iv) if capturing, transmitting or access to University confidential information then coverage must also include Data Breach coverage of \$1,000,000 per occurrence. Prior to the commencement of work under the Contract, Supplier shall provide a certificate of insurance evidencing such insurance, shall name the officers, employees, and agents of The Curators of the University of Missouri as Additional Insured with respect to the order to which these insurance requirements pertain. Neither the requirement for Additional Insured status nor any of the Supplier’s action in compliance with such requirement, either direct or indirect, is intended to be and neither shall be construed as a waiver of any sovereign immunity, governmental immunity or any other type of immunity enjoyed by The Curators of the University of Missouri, the Board of Curators of the University of Missouri, or any of its officers, employees or agents. Supplier shall provide for notification to University within at least thirty (30) days prior to expiration or cancellation of such insurance.
7. Supplier agrees to indemnify and hold harmless the University, its Curators, employees, and agents from any claim, damage, liability, injury, expense or loss (including attorney’s fees) arising out of Supplier’s performance, direct or indirect, under the Contract. Indemnification shall survive termination of the Contract.
8. Supplier warrants the items purchased under the Contract do not infringe any letters patent granted by the United States and Supplier

shall defend, indemnify and hold harmless the University, its curators, employees and agents from and against all claims arising from infringement or alleged infringement of any patent, copyright, trademark or other intellectual property rights of a third party arising out of, in connection with or resulting from the Contract or the goods or services provided under the Contract.

9. Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the University is upon the Supplier.
10. Time is of the essence under this Purchase Order. Supplier shall deliver all Goods and perform all Services under the Purchase Order no later than the time stated in the Purchase Order or within a reasonable period, if a date is not specified in the Purchase Order. If Supplier fails to deliver or perform as and when promised, University, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge Supplier with any loss or expense sustained as a result of such failure to deliver or perform as promised. The University may regard the failure to deliver in a timely manner as a breach of these terms and conditions, entitling the University to all rights and remedies at law and in equity, in addition to the specific remedies of this Purchase Order.
11. If Supplier anticipates a delay in delivery, Supplier shall notify University immediately and shall take all commercially reasonable steps, at Supplier's own cost, to avoid or to mitigate the effect of such delay.
12. All goods ordered and received are subject to test and inspection and shall remain the property of the Supplier until acceptance or rejection by the University.
13. Supplier acknowledges that pursuant to RSMo Section 172.250, University is prohibited from creating any indebtedness in any one year above what it can pay out of the annual income for said year. Accordingly, if the University determines that there are inadequate appropriations, budget allocations or income in any year to fund its obligations under the Contract, the University shall have the right to cancel the Contract by providing Supplier not less than thirty (30) days' notice thereof.
14. In addition, the University may terminate the Contract in whole or in part at any time for its convenience, upon thirty (30) days prior written notice to Supplier. Supplier shall notify the Procurement Department if shipment cannot be made as promised or ordered.
15. Supplier agrees to unconditionally guarantee all items provided pursuant to the Contract against defects in material and workmanship for a period of one year from date of acceptance by the University unless otherwise specified.
16. When required by the Contract, samples must be furnished.
17. All items or services to be furnished pursuant to the Contract shall meet all applicable state and federal requirements of the Occupational Safety and Health Standard. All alleged violations and deviations from said state and federal regulations or standards of the items or services to be furnished pursuant to the Contract, must be reported in writing to the University's Director of Procurement, prior to providing the items or services set forth on the Contract.
18. In connection with the furnishing of equipment, supplies, and/or services under the Contract, the Supplier and all subcontractors shall not discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, age, disability, protected veteran status, or any other status protected by applicable state or federal law.
19. The University serves from time to time as a contractor for the United States government and/or State of Missouri. Accordingly, the Supplier shall comply with all applicable state and federal laws, rules, regulations and executive orders applicable to subcontractors of government contracts, including those relating to equal employment of minorities, women, persons with disabilities, certain veterans and based on sexual orientation and gender identity, as each may be amended from time to time. Contract clauses required by the United States government or State of Missouri in such circumstances are incorporated herein by reference.
20. As required by [28 C.F.R. Pt. 35](#) as well as other state and federal laws, the University requires that all products provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. To fulfill this obligation, Supplier shall: (1) ensure that all products comply with the Web Content Accessibility Guidelines (WCAG) 2.1 AA at minimum; (2) provide the University with an Accessibility Conformance Report; (3) respond promptly to accessibility complaints or reported deficiencies at no cost to the University, and (4) indemnify and hold the University harmless in the event of any claims arising from inaccessibility. If Supplier does not currently comply with WCAG 2.1 AA, they must provide confirmation that they have a roadmap in place to comply by April 2026, as required by 28 C.F.R. Pt. 35.
21. Packages shall be marked and invoices rendered as directed on the face hereof. Show purchase order number on all invoices and correspondence. Invoices must be furnished with full description of items or services furnished.
22. Materials and services furnished to the University are not subject to either Federal Excise Tax or the Missouri State Sales Tax. Do not include taxes when submitting invoices. Exemption certificates will be furnished on request. The Supplier is responsible for complying with all tax exemption requirements. The Supplier is responsible for payment of all tax obligations that arise from the Supplier's failure to comply with exemption requirements.
23. If the Contract contemplates or requires the use of third-party software, Supplier represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of the Contract or that it has authority to modify such third-party software's terms and conditions to be subordinate to the Contract. Supplier shall indemnify and defend University against all claims resulting from an assertion that any such third-party terms and conditions are not in accord with, or subordinate to, the Contract.
24. If the Contract requires Supplier's presence on University's premises or in University's facilities, Supplier will cause its employees, representatives, agents, and subcontractors to become aware of, fully informed about, and in full compliance with all applicable University rules and policies, including but not limited to those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.
25. Neither Party shall use the name or indicia of the other Party, nor of any of a Party's employees, in any manner of publicity,

advertising, or news releases without prior written approval of the other Party.

26. The University will comply with applicable federal and state laws including the Foreign Account Tax Compliance Act which may require the University to withhold and remit to the US Treasury a percentage of payments to certain foreign Suppliers.
27. Debarment and Suspension Certification - Suppliers certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency in accordance with Executive Order 12549 (2/18/86). If Supplier cannot certify this statement, Supplier will submit to University a written explanation for review by University. Supplier must notify University's Director of Procurement within 30 days if debarred by any governmental entity during the Contract period.
28. The Contract and all of the rights and obligations of the Parties hereto and all of the Terms and Conditions of the Contract will be governed by the laws of the State of Missouri without giving effect to the conflict of laws principles. Any action to enforce the provisions of the Contract shall be brought in a state court of competent jurisdiction and proper venue in the State of Missouri.
29. Sovereign Immunity: The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Neither the issuance of the Contract nor any other conduct, action or inaction of any University representative relating to the Contract and any resulting contract is a waiver of sovereign immunity by University. Any indemnity language in proposed Terms and Conditions will be modified to conform to language acceptable to the University.
30. Neither the execution of the Contract by University nor any other conduct, action or inaction of any University representative relating to the Contract is a waiver of sovereign immunity by University.
31. 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, or come into non-incidental contact with University Data, the supplier agrees to abide by the terms and conditions of the Data Protection Addendum, which is located at [Data Protection Addendum.pdf](#). The Data Protection Addendum may be updated from time to time, and it is the Supplier's obligation to review the Data Protection Addendum in effect at the time of its provision of goods or services to the University. If the Supplier providing goods or services to the University will receive, create, or come into non-incidental contact with Protected Health Information as that term is defined in 45 C.F.R. § 160.103, the Contract is subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Missouri state laws pertaining to medical privacy (collectively, "Privacy Laws"). Supplier agrees to comply with all Privacy Laws that are applicable to the Contract and to negotiate in good faith to execute any amendment to the Contract that is required for the terms of the Contract to comply with applicable Privacy Laws. In the event the Parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by a Party to the other, the Contract may be terminated by either Party upon written notice to the other Party.
32. If the Contract involves health care services or products, then the following provisions apply:
  - a. Supplier represents that it is not excluded from participating in federal health care programs, including Medicare and Medicaid, and is not debarred or suspended or listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs. Supplier will notify University if it becomes excluded, debarred, or suspended during the term of the Contract. Supplier will correct any breach of warranty at Supplier's sole expense. University does not waive any warranty by acceptance of goods, services or payment, and reserves all rights and remedies; and
  - b. If either Party should be deemed a subcontractor of the other Party subject to the disclosure requirements of 42 U.S.C. § 1395x(v)(1), that Party shall, until the expiration of four years after the furnishing of services pursuant to the Contract, make available upon request to the Secretary, U.S. Department of Health and Human Services, and the U. S. Comptroller General, or any of their duly authorized representatives, a copy of the Contract and the books, documents and records of services that are necessary to certify the nature and extent of the costs incurred under the Contract by that Party. If services or any duties of the Contract are through a subcontractor with a value or cost of \$10,000 or more over a 12-month period with a third Party, such subcontract shall contain a clause to the effect that should the third Party be deemed a related organization, until the expiration of four years after the furnishing of services pursuant to such subcontract, the third Party shall make available upon request to the Secretary, U.S. Department of Health and Human Services, and the U. S. Comptroller General, or any of their duly authorized representatives, a copy of the subcontract and the books, documents and records of such third Party that are necessary to verify the nature and extent of the costs incurred under the Contract by that Party. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by either Party as a result of the Contract.
33. If the Contract involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if Supplier is a company with ten (10) or more employees, then Supplier certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of the Contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.
34. In no event shall University be liable for indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract, even if advised of the possibility of such. University's total obligation under a Contract is set forth in the "Total PO

Amount" field on the face of such Contract.

35. The relationship between the Parties is solely that of independent contractors, not partners, joint venturers, employees, agents, or otherwise. Neither will have any authority to bind the other in any manner and will not represent or imply that it has such authority.
36. Supplier warrants that all goods and services provided under the Contract (a) are new, unused, and free from defects in material and workmanship; (b) are the quality and dimensions ordered; (c) comply with representations in Supplier's advertisement, correspondence, or RFB or RFP response; (d) comply with applicable laws, regulations, or codes; and (e) are not restricted by rights of third parties.
37. Neither party may assign any part of the Contract without prior express written consent of the other.
38. Supplier will make records of Supplier's costs, reimbursable expenses and payments pertaining to the Contract available to University or its authorized representative during business hours and retain those records for four (4) years after final payment or abandonment of the project, unless University otherwise instructs Supplier in writing.
39. Supplier shall comply with applicable export control laws and regulations, including but not limited to 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 the performance of the Contract. In the absence of available license exemptions/exceptions, Supplier shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Supplier shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions. Prior to disclosing or transferring to University any hardware, technical data, software, or product utilizing any such data which is subject to export controls under federal law, Supplier shall notify University in writing of the nature and extent of the export control. University shall have the right to decline any such technical data or product utilizing such data. In the event the Supplier sends such technical data or product that is subject to export control, without notice of the applicability of such export control, University has the right to immediately terminate the Contract.
40. Supplier agrees that all writings or other materials produced by Supplier, its employees or agents relating to the work under the Contract shall be deemed "works made for hire" as that term is defined in the U.S. Copyright Act, that all rights thereto shall be owned by University, and that Supplier shall not assert any claim thereto. In the event that works are not considered "works made for hire" as that term is defined in the U.S. Copyright Act, the Supplier assigns any and all intellectual property rights, including but not limited to copyrights to any such works, and Supplier agrees to execute any necessary documentation to effect this assignment.
41. Suppliers shall refrain from offering employees of the University of Missouri gift cards, cash, travel, expensive meals, or gifts in accordance with University of Missouri policy, #26301, Suppliers.
42. Any language in a Contract placing a dollar limitation on Supplier's liability shall not apply to Supplier's obligation to indemnify the University against third-party claims, a security or data breach, or Supplier's intentional torts, criminal acts, fraudulent conduct or gross negligence.
43. Any provisions in the Contract requiring the University to defend, indemnify or hold harmless the Supplier or a third party are deleted in their entirety.
44. University is generally exempt from the payment of federal income taxes and will provide necessary documentation confirming its tax-exempt status upon written request. Any provisions in the Contract requiring the University to pay taxes are deleted in their entirety.
45. Any provisions in the Contract obligating the University to pay costs of collection, court costs, or attorneys' fees are deleted in their entirety.
46. Any provisions in the Contract requiring the University or its employees to keep information confidential will not apply if disclosure is required by state or federal law or regulations.
47. Any provisions in the Contract binding the University to any arbitration or to the decision of any arbitration board, commission, panel or other entity are deleted in their entirety.
48. Any provision in the Contract that the University waive its rights to a jury trial are deleted in its entirety.
49. Any provisions in the Contract stating that the University shall purchase or maintain liability insurance or name Supplier as an additional insured are deleted in their entirety.