

THE ROCKEFELLER UNIVERSITY
PURCHASE ORDER TERMS & CONDITIONS

The purchase order to which these Purchase Order Terms and Conditions ("Terms and Conditions") are attached or are incorporated by reference and, together with any and all written agreements, appendices, statements of work, and/or exhibits attached thereto signed by The Rockefeller University ("RU") and Vendor in connection herewith, collectively comprise the "Purchase Order" (RU and Vendor, collectively, the "Parties," each a "Party"). The Purchase Order constitutes the entire agreement between RU and Vendor relating to the Goods and/or Services (as defined in the Prices section below) and supersedes and replaces any and all prior discussions and agreements between the Parties relating to such Goods and/or Services. RU expressly objects to any additions, deletions or differences in the terms or conditions contained in Vendor's quotation, proposal, acknowledgment or other document, whether or not such additions, deletions or differences materially alter this Purchase Order unless such additions, deletions, or differences are made in a writing executed by both Parties, which writing explicitly refers to and supersedes or supplements this Purchase Order. Any inconsistencies or conflicts within the documents that comprise this Purchase Order will be resolved by giving precedence in the following order: (a) any written agreements, appendices, statements of work, and/or other exhibits attached thereto signed by the Parties; and (b) the Terms and Conditions contained herein. Capitalized terms used but not defined herein shall have the meanings ascribed in the Purchase Order. Vendor agrees to furnish the Goods and Services described in the Purchase Order, subject to the Terms and Conditions.

1. Purchase Order Requirements; Changes.

- a. Each Purchase Order issued by RU:
 - i. must contain a valid Purchase Order number;
 - ii. may be used only once, unless specified in the Purchase Order; and
 - iii. must contain the name of the authorized Purchasing Agent and must bear the approved signature of the Director of Materials Management and Chief Procurement Officer.
- b. Any changes to the Purchase Order, including additional charges or price increases, shall be negotiated in advance by the Parties and agreed to in a writing signed by both Parties. If a change causes an increase or decrease in cost and/or time required for performance of the Services and/or delivery of the Goods, an equitable adjustment shall be made, and the Purchase Order shall be modified accordingly. If price, terms, shipping date or any other expressed condition of the Purchase Order cannot be met by Vendor, Vendor must notify RU as soon as practicable and must seek RU's written acceptance of any variance before shipment or delivery.

2. Prices. Prices or fees for conforming goods specified in the Purchase Order (collectively, the

"Goods") or services described in the Purchase Order (the "Services") shall include any applicable transportation charges, insurance costs, shipping and handling fees and taxes; provided, however, Vendor shall not include sales tax on the Goods or Services pursuant to the terms set forth in the Taxes section herein. RU is entitled to all government and educational-based pricing, discounts, promotions, and special offers for all Goods and Services.

3. Terms of Payment.

a. Unless otherwise agreed in the Purchase Order, Vendor will issue an invoice to RU upon Acceptance (as defined hereafter) of the Goods or Services. RU agrees to pay all amounts due within thirty (30) days of receipt of Vendor's properly issued invoice (less any deposits paid to Vendor (if any)) unless otherwise agreed to by the Parties in the Purchase Order; provided, however, Vendor shall invoice RU, and RU shall only be obligated to pay, such invoice if issued to RU subsequent to delivery, receipt and Acceptance of all Goods ordered under the Purchase Order. RU will not engage in Cash-on-Delivery transactions.

b. RU shall have the right to withhold payment if Vendor fails to perform any of its contractual commitments. No interest shall be due on any amount unless agreed in writing by RU.

c. RU may set off any amount owing from Vendor against any amount owing from RU to Vendor.

4. Delivery of Goods and Services. Vendor hereby agrees to on-time delivery of the Goods and/or the Services based upon the timeline set forth in the Purchase Order. If the Purchase Order does not specify a delivery date (the "Delivery Date") or timeline, Vendor shall provide the Goods and/or Services as if time is of the essence. Changes, modifications or any delay resulting from RU that prevents Vendor from achieving the Delivery Date shall not constitute a breach of this Purchase Order by Vendor. If Vendor anticipates a delay in the delivery of the Goods and/or Services, Vendor shall, as soon as practicable, notify RU, both orally to the responsible Purchasing Agent and in writing to the Purchasing Department (purchasing@rockefeller.edu). Such notification shall not, however, constitute a change to the delivery terms of this Purchase Order unless agreed in writing by RU before shipment or delivery. In the event that Vendor fails to deliver the Goods and/or Services by the Delivery Date, or Vendor fails to deliver conforming Goods and/or Services, RU may purchase substitute Goods and/or Services elsewhere and charge Vendor for any additional expense incurred relating to the purchase of such substitute Goods and/or Services.

Vendor shall deliver all Goods and/or Services in accordance with the terms of the Purchase Order. If

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delivery of the Goods and/or Services is not complete by the Delivery Date, RU may, without liability, and in addition to its other rights and remedies, terminate the Purchase Order, by notice effective when received by Vendor, as to Goods and/or Services not yet delivered or rendered. Acceptance of any part of the Purchase Order shall not bind RU to Accept (as defined hereafter) any future shipments nor deprive it of the right to return Goods and/or Services already Accepted.

Vendor shall not perform any services that are not described in the Purchase Order without RU's prior written approval, and RU shall not be required to pay for such work that has not been so approved. Vendor shall furnish RU with written reports and documentation as described in the Purchase Order, herein or upon request. Vendor agrees to furnish all labor, equipment, parts, materials, tools and services as are necessary and/or appropriate to provide the Services. Vendor shall maintain a sufficient quantity of the necessary equipment, parts, materials, and tools to avoid delays completing its work.

5. Shipping.

a. Vendor shall pack, mark and ship all Goods in a manner to secure the lowest, reasonable transportation cost and in accordance with the shipping instructions contained in the Purchase Order and the requirements of common carriers, and Vendor shall make efforts to use eco-friendly packing materials while ensuring the safe transportation of Goods. Vendor shall be liable for any difference in shipping charges arising from its failure to follow the shipping instructions in the Purchase Order or properly describe the shipment. The Parties agree to assist each other in the prosecution of claims against carriers.

b. RU's Purchase Order number must appear on (i) the outside of each package and (ii) a packing slip that must be included in each package that lists all Goods shipped.

c. No order may be shipped to a private residence or to an individual. Except for orders for The Rockefeller University Press, the Field Research Center, and any individually-permitted address variances, all shipments must be sent to the following address: The Rockefeller University, Central Receiving, 1188 York Avenue, New York, NY 10065, P.O. # (to be filled in with applicable P.O. number). Individual address variances may be permitted at the discretion, and with the advance permission of, the Director of Materials Management and Chief Procurement Officer.

6. Acceptance. RU's Acceptance of Goods and/or Services (in whole or in part) from Vendor is a condition precedent to RU's payment for the Goods and/or Services. For purposes of these Terms and Conditions, "Acceptance" means the point at which

RU accepts or is deemed to accept the Goods and/or Services in accordance with the terms set forth in the Purchase Order. Goods and/or Services shall be deemed to have been Accepted (i) in the absence of written notification of non-Acceptance by RU to Vendor within a reasonable period of time, or (ii) upon timely delivery of the Goods and/or Services to the shipping address specified on the face of the Purchase Order and the examination and confirmation that the Goods and/or Services conform to their applicable specifications. Prior to Acceptance, title to the Goods remains with Vendor; all risks of damage, injury, or loss thereto, or partial or complete destruction thereof, will be borne and assumed by Vendor. For clarity, RU hereby retains the right to reject any non-conforming Goods and/or Services and shall not be obligated to Accept any non-conforming Goods and/or Services.

7. Inspection. Payment for the Goods and/or Services provided under the Purchase Order shall not constitute Acceptance thereof. RU may inspect and test such Goods and/or Services and reject any or all items that are, in RU's sole judgment, non-conforming. Goods and/or Services rejected or supplies in excess of quantities ordered may be returned to Vendor at its expense. Failure by RU to inspect and/or test the Goods and/or Services shall not be deemed Acceptance by RU.

8. Warranties.

a. In addition to Vendor's standard warranty relating to the Goods and/or Services, Vendor warrants that the Goods and/or Services delivered pursuant to the Purchase Order (i) are of merchantable quality and free from defects in material or workmanship, (ii) conform to all specifications or other descriptions furnished to and approved by the Parties, (iii) comply with all applicable international, federal, state and/or local laws, regulations, rules, and ordinances (including, without limitation, those concerning health, safety, and environmental standards), and (iv) are new and not refurbished or reconditioned, unless expressly agreed in writing by RU. In addition, Vendor warrants that RU shall have good and marketable title to all Goods (including components thereof) purchased pursuant to transactions contemplated under the Purchase Order, free of all liens and encumbrances and other restrictions, and that no licenses are required for RU to use such Goods. Vendor warrants that the sale, use or incorporation into manufactured products of all Goods furnished hereunder which are not of RU's design, composition or manufacture shall be free and clear of infringement of any patent, copyright, trademark or trade secret, or other proprietary right.

b. Vendor shall communicate with RU (including oral, written and in-person presentations to RU) and perform the Services in a professional, civil and courteous manner, conforming to the highest standards of the industry and the performance criteria under the Purchase

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Order, shall conform to all specifications or other descriptions furnished to and approved by the Parties, in compliance with all applicable international, federal, state and/or local laws, regulations, rules, and ordinances. Services shall be performed by licensed, fully qualified, well trained, and properly equipped personnel.

c. In addition, Vendor represents and expressly warrants as follows:

- i. The Purchase Order has been duly authorized, executed, and delivered; the Purchase Order constitutes a valid and binding obligation of the Vendor and is fully enforceable against Vendor in accordance with these Terms and Conditions; and the Purchase Order is not in conflict with any other agreement by which Vendor may be bound.
- ii. Vendor has inspected or has had the opportunity to inspect the relevant portions of RU's premises to the extent Vendor deems necessary, and accordingly, Vendor accepts its responsibilities under the Purchase Order with no representations or warranties whatsoever by RU relating to its premises.
- iii. No part, equipment, Goods, or material shall in any way degrade or compromise the operation or performance of RU's premises.

d. Vendor shall obtain and hereby assigns to RU any and all standard warranties and indemnities available from any manufacturer, Vendor, or subcontractor of Goods and/or Services provided in connection with the Purchase Order. If there is a product recall affecting any Goods under this Purchase Order, Vendor shall promptly send a written notification of recall to RU at the address set forth in 12.d below and a copy of the recall notification to the end user as indicated on the ship-to information on the Purchase Order.

e. In addition to all other remedies available to RU at law, at RU's option and promptly upon receipt of notice from RU, Vendor shall at its own expense (i) replace any Goods which are defective, (ii) correct any Goods which are defective, or (iii) refund any payments RU has made for, and arrange pick-up or return of, any Goods which are defective. Vendor agrees to proceed with the correction of any defects in a manner satisfactory to RU. Vendor shall assume all risk of loss or damage to Goods which are to be replaced or corrected pursuant to this warranty from the date on which Vendor is notified of the defect or non-conformity until the replaced or corrected Goods are received at the destination designated by RU. Alternatively, RU may at its option repair such defective Goods at Vendor's expense. The terms of this paragraph shall not be waived by reason of Acceptance

of the Goods or payment therefor by RU.

9. Cancellation. RU may for any reason and at any time, at its option, cancel any unshipped Goods or unperformed Services. To the extent the Purchase Order covers stock Goods, RU's only obligation is to pay for Accepted Goods prior to such cancellation. To the extent the Purchase Order covers Goods manufactured or fabricated to RU's specifications, Vendor shall immediately cease all performance hereunder upon receipt of notice of cancellation, and, if Vendor is not in default, RU shall reimburse Vendor for the actual, direct cost to Vendor of such Goods which have, at the time of such cancellation, been wholly or partially manufactured. Upon payment and receipt of such Goods, title to all such Goods shall pass to RU. Unless RU shall have otherwise instructed Vendor, Vendor agrees that it will not manufacture Goods in reserve in an amount greater than the number of manufactured Goods that it has shipped to RU at any one time.

10. Risk of Loss. Vendor assumes all risk of loss of or damage to all Goods ordered and all work in progress, materials, and other items related to the Purchase Order until the same are finally Accepted by RU. Vendor assumes all risk of loss of or damage relating to any Goods, work in progress, materials, and other items rejected by RU until Accepted by RU.

11. Indemnification. To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless RU and its trustees, officers, employees, faculty, guests, agents, affiliates, successors and assigns ("RU Indemnitees") from and against, and/or reimburse RU Indemnitees for, any and all claims, demands, liabilities, losses, damages, liens, encumbrances, penalties, fines, suits, proceedings, judgments, costs and fees, including attorneys' fees, of whatsoever kind or nature ("claims"), including claims for damages because of bodily injury, illness, disease, or death, damage to, loss of use, or destruction of tangible property, actually or allegedly arising out of or occurring in connection with the Goods and/or Services of Vendor or any of its subcontractors, suppliers, or any of their agents, employees, officers, directors or partners, for RU, excluding only liability caused by the RU Indemnitees' sole and exclusive negligence. The obligations under this paragraph will survive any cancellation or termination of this Purchase Order.

12. Insurance.

a. Throughout the time that Vendor is doing business with RU, and subject to the last sentence of this section 12.c. Vendor shall maintain in force the following insurance in connection with the work or operations of Vendor (or any of its subcontractors, sub-subcontractors, suppliers, or any of their agents, employees, officers,

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directors, or partners) with insurance limits not less than the amounts listed below:

i. Commercial General Liability insurance (in the broadest form available in New York, including contractual liability and indemnity) with minimum limits of \$1,000,000 per occurrence, \$2,000,000 general annual aggregate, and \$2,000,000 products/completed operations annual aggregate, with supplementary payments outside of limits, covering liability for bodily injury, personal/advertising injury, and property damage arising out of Vendor's operations;

ii. Excess/Umbrella Liability insurance with coverage at least as broad in all material respects as Vendor's Commercial General Liability and Commercial Automobile Liability insurance, with minimum limits of \$2,000,000 per occurrence, \$5,000,000 general annual aggregate, and \$5,000,000 products/completed operations annual aggregate, with supplementary payments outside of limits;

iii. Commercial Automobile Liability insurance covering liability for bodily injury or property damage resulting from the ownership, maintenance, or use of any auto, including owned, leased, hired, and non-owned autos, with a minimum limit of no less than \$1,000,000 per accident;

iv. Workers' Compensation and other legally required insurance in compliance with applicable laws;

v. If Vendor will collect, host, store, process or transmit RU Confidential Information (as defined below), Vendor shall maintain adequate cyber security/data breach liability insurance against claims for loss caused by or resulting from unauthorized access to or use of Vendor's systems or networks containing such Confidential Information and the remediation thereof. Vendor's cyber security/data breach liability policy shall provide coverage for breach response costs and regulatory fines and penalties;

vi. If Vendor's work includes the performance of any professional services, Vendor shall maintain Professional Liability (Errors & Omissions) insurance covering liability arising out of acts, errors or omissions in the performance of any professional services performed by or on behalf of Vendor in form and amount and with deductibles satisfactory to RU,

but with limits of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate;

vii. Employers Liability insurance with limits of not less than \$500,000 per accident/injury and \$500,000 per disease-each employee; and

viii. If Vendor will be bringing property of material value onto RU premises, insurance for such property in an amount no less than the replacement cost.

b. If the liability or errors and omissions policies described above are claims-made policies, Vendor shall maintain such insurance (directly or through tail coverage) for a period of not less than three years after the termination or expiration of this Purchase Order. The retroactive date applicable to such claims-made insurance, if any, must precede the first date on which Services were performed.

c. The foregoing insurance shall be maintained with insurers that are authorized to do business in New York, and that have an A.M. Best rating of A- or better and/or equivalent ratings from a recognized insurance company rating agency. Vendor's obligation to file a claim under its insurance policies, to seek the payment of that claim, and to deliver the full payment to RU shall apply regardless of whether RU may have other insurance that may be responsive to that claim. For avoidance of doubt, all coverages listed above shall be primary, and any other insurance that may be available to RU will be excess and non-contributory. Vendor's policies shall not contain an employee exclusion. Vendor shall send to the Director of Materials Management and Chief Procurement Officer at the address set forth below at least 30 days notice of any termination, cancellation or material modification of any of the above insurance policies. Any limitation on or exculpation of Vendor's liability set forth elsewhere in this Agreement or any other agreement shall not apply to limit any insurance that Vendor shall provide in connection with this Agreement. For avoidance of doubt, the maximum amount of insurance recovery is not a limit on the damages for which Vendor is otherwise obligated or liable. If RU requires higher insurance limits by other agreement or otherwise, such higher insurance limits shall apply.

d. Vendor will provide to RU original Certificates of Insurance for all required insurance (except Worker's Compensation and Employer's Liability) that state (i) the insurance limits, policy numbers, and insurers for all required insurance, and (ii) that RU, its trustees, officers, employees, faculty, agents, affiliates, successors, and assigns, are named as additional insureds. The Certificate of Insurance shall name "The Rockefeller University" as a Certificate Holder, as follows:

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The Rockefeller University
1230 York Avenue, Box 189
New York, NY 10065
Attention: Director of Materials Management
and Chief Procurement Officer

Neither RU's failure to obtain a Certificate of Insurance nor its failure to identify a deficiency in a Vendor's Certificate of Insurance or endorsements shall be construed as a waiver of any of Vendor's obligations to maintain such insurance.

e. Vendor hereby grants to RU, its trustees, officers, employees, faculty, agents, affiliates, successors, and assigns, a waiver of any right to subrogation which any insurer of Vendor may acquire against RU, its trustees, officers, employees, faculty, agents, affiliates, successors, and assigns, by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation, but this waiver shall apply regardless of whether the Vendor has procured such waiver of subrogation endorsement.

13. Use of RU Name; Advertising or Publication.

Neither Vendor nor any of its subcontractors or affiliates shall use, or cause or allow to be used, the name "The Rockefeller University" (alone or as part of another name, and in any language) or any RU logos, seals, insignia or other words, names, symbols, images or devices that identify RU ("RU Name") in any advertising or promotional literature, electronic or otherwise, or in any publication whatsoever in connection with the Goods, Services and/or the Purchase Order, without prior written approval of RU. Vendor shall not register any RU Name or part thereof in any jurisdiction as a trademark, service mark, domain name, trade name, business or company name or otherwise.

14. Taxes. RU is a New York not-for-profit education institution, with a charter issued by the Board of Regents of the State of New York and is exempt from New York state or local sales taxes (NYS Exempt Organization # 119464) and federal excise taxes (# 131624158). Vendor shall not charge RU for such taxes. Proof of RU's exemption from New York sales or local taxes and federal excise taxes is available upon request. Vendor shall not charge RU for any other taxes unless such taxes are specifically identified and itemized in the Purchase Order and any invoice(s).

15. Independent Contractor. Vendor, in the performance of its duties hereunder, shall be an independent contractor only, and not an agent, employee, partner, co-owner, or joint venture of, or otherwise as participants in a joint or common undertaking with, RU, and nothing herein shall be

deemed to create or imply any relationship other than that of independent contractor. Vendor shall have no authority to incur any obligations or expenses on behalf of RU or to act in any other manner on behalf of RU or in its name. Vendor's employees and contractors shall not be entitled to receive any compensation or employee benefits from RU.

16. Non-Waiver. Except as otherwise provided in the Purchase Order, any waiver by RU of a breach of any provision of the Purchase Order must be in writing and shall not be deemed a waiver of any other or subsequent breach. No delay or omission by RU in the exercise or enforcement of any right or remedy provided in the Purchase Order or by law shall be construed as a waiver of such right or remedy. Failure of RU to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any rights it may have.

17. Severability. In the event that any provision of the Purchase Order shall be held invalid by any court, the remainder of the Purchase Order shall remain in force unless the invalid provision materially affects the rights and obligations of the Parties.

18. Successors and Assigns. The Purchase Order is binding on RU and Vendor and their respective successors and assigns.

19. Governing Law. The Purchase Order shall be governed by and construed under the laws of the State of New York without regard to its conflict of laws rules. Vendor submits to the exclusive jurisdiction of the courts located in New York County in the State of New York (the "New York Courts") for any dispute arising out of or relating to the Purchase Order and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts), consents to venue of any such litigation in the New York Courts and agrees not to plead or claim in any New York Court that such litigation brought therein has been brought in an inconvenient forum. Notwithstanding the foregoing, RU may seek and obtain injunctive relief against a breach or threatened breach of Vendor's obligations in any court having jurisdiction.

20. Force Majeure. RU may delay delivery, performance, or Acceptance of the Goods and/or Services ordered hereunder in the event of causes beyond its reasonable control. Vendor shall hold such Goods or refrain from furnishing such Services at the direction of RU, and Vendor shall deliver the Goods and/or Services when the cause effecting the delay is eliminated. RU shall be responsible only for Vendor's direct additional costs incurred by holding the Goods or delaying performance of the Services at RU's request. Causes beyond RU's reasonable control include without limitation

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government action or failure to act where required; strike or other labor trouble; war; terrorism; pandemic, epidemic, endemic, or outbreak; civil commotion; failure of communications systems; fire or similar catastrophe; and severe weather or other acts of God.

21. Survival of Terms. The provisions of the Purchase Order which by their explicit terms or their manifest intent are to survive, including without limitation those concerning indemnification, use of RU Name, and confidentiality, shall survive termination, cancellation or expiration of the Purchase Order.

22. Termination for Cause – Cancellation. RU may, by written notice of default to Vendor, terminate this order in whole or in part, should the Vendor (a) fail to make satisfactory progress, fail to deliver within the time specified, fail to deliver in strict conformance to specifications or requirements set forth in the Purchase Order; (b) become insolvent, make an assignment for the benefit of creditors, suffer or permit the appointment of a receiver, trustee in bankruptcy or similar officer for all or parts of its business or assets; or (c) avail itself of or become subject to any bankruptcy proceeding under the laws of any jurisdiction relating to insolvency or the protection of rights of creditors. RU reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this Purchase Order and the actual cost thereof to RU. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of RU provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

If, after notice of termination of this Purchase Order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if notice of termination had been issued pursuant to the Termination for Convenience section.

23. Termination for Convenience. RU may, by written notice stating the extent and effective date, terminate this Purchase Order for convenience in whole or in part, at any time. RU shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata Purchase Order price for any delivered and accepted portion of the Purchase Order. In no event shall RU be liable for any loss of profits on the order or portion thereof so terminated.

24. Remedies. Vendor acknowledges that (i) any remedy at law for any violation of the provisions of this Purchase Order including without limitation

performance or the use of RU Name may be inadequate; and (ii) that RU may suffer irreparable damage through any such violation. Therefore, in addition to any other remedies it may have, Vendor agrees that RU may seek to obtain injunctive relief against a breach or threatened breach of such obligations of Vendor.

25. Confidentiality and Security. RU may disclose to Vendor, or Vendor may obtain access to, develop or create non-public documents or information about RU, its students, employees, patients, agents, partners or representatives, or third parties, including without limitation, personal information, charge card and/or credit data, work product resulting from the services provided, proprietary and confidential information or material concerning or related to RU's general academic, research, medical, business, or other institutional affairs or other protected or proprietary operations ("Confidential Information"). Vendor acknowledges the confidential character of the Confidential Information and agrees and acknowledges that the Confidential Information is the sole, exclusive, and valuable property of RU. Accordingly, Vendor shall maintain such Confidential Information as strictly confidential and agrees not to reproduce or divulge any of the Confidential Information without RU's prior written consent and not to use the Confidential Information except in the performance of this Purchase Order at any time including during or after the term of the Purchase Order. All Confidential Information shall remain the property of RU. Upon the expiration of the Purchase Order (as defined by RU's Acceptance of the Goods and/or Services), the cancellation or termination of the Purchase Order, or, if earlier, upon RU's request, Vendor will return or destroy copies of Confidential Information in Vendor's possession, except as is needed to comply with applicable international, federal, state and/or local laws, regulations, rules, and ordinances. If Vendor will access RU's confidential or restricted data, Vendor shall comply with Requirements for the Protection of The Rockefeller University Confidential Data and Restricted Data, which are incorporated herein by reference as to such Vendor and found [here](#). If Vendor will access RU's network, Vendor shall comply with Requirements for Access to and Protection of The Rockefeller University Network, which are incorporated herein by reference as to such Vendor and found [here](#).

26. Intellectual Property. All inventions, discoveries, developments, and improvements made or conceived by the Vendor in the course of performing the Services ("Inventions"), whether such Inventions are patentable or not, shall become and remain the sole exclusive property of RU. All right, title, and interest in and to all data and all copyrights in all deliverables, writings, documents, reports, papers, tabulations, and other works written or made by Vendor in the course of performing the Services shall become and remain the sole exclusive property of

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RU. The Vendor hereby transfers and assigns all of its right, title and interest in and to all such data and intellectual property to RU. To the extent that Vendor has an interest in using the Inventions, data, deliverables or intellectual property in furtherance of research, development, manufacturing, or commercialization beyond the specific transaction contemplated in this Purchase Order, Vendor agrees to engage RU, through its Office of Technology Transfer, to obtain a license granting such right to the Vendor.

27. Subcontracting or Assignment. Vendor shall not use subcontractors to perform any Services under this Purchase Order or assign its obligations under this Purchase Order without the prior written consent of RU. Any reference to subcontractors herein shall not be deemed to authorize the use of subcontractors, unless expressly so stated. Vendor shall not assign any of its rights (including without limitation the right to any moneys due or to become due) or delegate any of its obligations under this Purchase Order without the prior written consent of RU. Any permitted assignment by Vendor of any moneys due or to become due shall be subject to set-off, recoupment or other claim of RU against Vendor. Vendor shall retain full responsibility for the performance of this Purchase Order notwithstanding any permitted use of subcontractors, assignment of rights or delegation of duties. Vendor shall be liable to RU for the acts and omissions of its subcontractors and assignees.

28. Non-exclusivity. Nothing in this Purchase Order shall be construed as limiting either Party from contracting with another person or entity for the same or similar services covered by this Purchase Order.

29. Audit.

a. Throughout the term of this Purchase Order, and for a period of three (3) years after final payment, or longer if required by law, RU, at its own expense, shall be entitled to perform, or to have performed by a third party of RU's choosing, during normal business hours and upon five (5) business days' notice, an on-site audit of any and all records of Vendor necessary to permit RU to evaluate and verify Vendor's compliance with the requirements of this Purchase Order. Vendor grants RU permission to view and/or copy any books, documents, records, data and information (including data and information stored in electronic form) of Vendor that relate to or have been used in connection with the performance of this Purchase Order. Vendor also grants RU permission to interview Vendor's staff and agents in connection with the audit. Vendor agrees to provide RU, or a third party of RU's choosing, adequate and appropriate workspace for conducting the audit if conducted on site. If RU, in its sole

discretion, decides that an on-site audit is not necessary, Vendor agrees to complete, within 30 days of receipt, an audit questionnaire provided by RU. Any overcharges discovered by RU, or by a third party of RU's choosing, shall be paid within 30 days of Vendor's acceptance of RU's written notification of audit findings, which acceptance Vendor may not unreasonably withhold. Vendor shall include this audit provision in any subcontracts that it may issue in connection with this Purchase Order.

b. If required, Vendor shall provide to the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, or any other federal, state, local, or international government agency or any of their authorized representatives access to any of Vendor's books, documents, papers, and records which relate to this Purchase Order for the purpose of making audits, examinations, excerpts, and transcriptions.

30. Compliance with Terms of Federal Grant or Contract. If the Purchase Order is made with funds obtained by RU directly or indirectly from a Federal grant or a Federal contract, Vendor shall comply with all applicable provisions of Attachment A (Terms and Conditions Applicable to Purchase Orders or Agreements Involving Federal Funds) located [here](#).

31. Permits; Fines; Release of Liens.

a. Permits. Vendor shall obtain at its expense and shall give all notices required by, and comply with, all governmental licenses, permits, inspections, and approvals required for its work.

b. Fines. Vendor shall pay any fines or penalties assessed against RU to the extent such assessment results from Vendor's delay or noncompliance with its obligations under this Purchase Order.

c. Release of Liens. All Goods supplied and all Services performed by Vendor pursuant to this Purchase Order shall be free from all liens. Upon RU's request, Vendor shall provide a proper release of liens or other satisfactory evidence of freedom from liens.

32. Compliance with Safety Standards and Premises Regulations. This section only applies if Vendor will provide some or all of the Services on property owned or leased by RU: Vendor shall ensure that all of its personnel, subcontractors, members of the RU community, and the general public are properly protected from potential injury due to any act or omission, or any machinery, equipment or other property owned or operated, by Vendor or any of its employees, agents,

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representatives, suppliers, subcontractors or others for whose conduct Vendor may be responsible, as required by the Occupational Safety and Health Act of 1970, and all applicable regulations thereunder, and all other applicable international, federal, state and/or local laws, regulations, rules, and ordinances. Vendor shall ensure that all machinery and equipment used in the performance of the work comply with applicable law. If RU, in its reasonable judgment, determines that any additional protection is necessary to comply with good management practices or applicable law, Vendor shall provide the same at no additional charge. Vendor shall be considered to have materially breached this Purchase Order if any safety and health standards or regulations have been breached by the Vendor.