

NORTHWESTERN UNIVERSITY PURCHASE ORDER TERMS AND CONDITIONS

Northwestern University is a private, not for profit, nonsectarian, coeducational institution, created by Charter by the State of Illinois in 1851, realizing exempt status under Internal Revenue Service Code, Section 501(a), as an organization described in Section 501(c)(3) ("**Northwestern**"). The purchase order, quotation, or other contract, agreement or document to which these terms and conditions are attached or in which these terms and conditions are referenced or incorporated (the "**Order**") is Northwestern's offer to the vendor, seller or service provider indicated in the Order (the "**vendor**") to purchase the goods or services described in the Order (as applicable, the "**goods**" or "**services**") and is subject to the terms and conditions indicated below (the "**Terms and Conditions**").

1. **Entire Agreement.** The Order along with these Terms and Conditions (collectively, the "**Agreement**") constitute the entire agreement between the parties with respect to the goods and/or services and supersede all prior oral or written agreements and understandings between the parties. Northwestern expressly objects to all additions, deletions, exceptions, or modifications to this Agreement, whether contained in any printed proposal, acknowledgment, or other form of vendor or elsewhere, unless agreed in a written modification or other agreement signed by an authorized signatory of each party. This Agreement becomes a binding contract between Northwestern and vendor, subject to the terms hereof, when accepted by acknowledgement or commencement of performance of any part of the Order by the vendor.
2. **Inspection of Goods.** All goods will be subject to inspection and approval of Northwestern after proper delivery thereof. Northwestern reserves the right to reject and return at the risk and expense of the vendor any goods which fails to comply with the specifications therefor set forth in Order, labeling, end-user technical specifications, documentation, product manuals, and/or training manuals made available by vendor to Northwestern in writing ("**Speci825 004C0-612 792 reW'nBT52fB).005 (1)8.993 (7.002 (672 Q 1 (825 004C0-61BT.7 581.26004C0-7.002 (672 (ETQ 0 604A5.9BB 136 59**)).

Vendor to prevent such export-controlled information from being improperly disclosed to Northwestern and shall obtain the appropriate license or approval from the relevant authorities or to invoke an available exception, exemption, or exclusion before disclosing any export controlled materials to Northwestern. In the event that the vendor seeks to provide Northwestern with any such controlled disclosures, the vendor will so inform Northwestern in writing, and shall NOT forward or provide ANY export-controlled information to Northwestern without the express written permission of Northwestern official in charge of such matters. The name of such official shall be provided upon request.

25. **Assignment and Delegation.** Vendor shall not assign, delegate, or subcontract any of its rights or obligations under, or any of its interest in, this Agreement without the prior written consent of Northwestern. Any assignment in violation of the foregoing shall be null and void. Northwestern reserves the right to approve any of vendor's subcontractors and to require vendor to replace any such subcontractors that Northwestern determines to be unacceptable. All of vendor's Personnel will be subject to the requirements of this Agreement, and no such performance by such Personnel will release vendor from its obligations hereunder. Vendor will be responsible for the performance of its obligations hereunder by any of its Personnel, including any failure of any such Personnel to comply with the requirements of this Agreement. If Northwestern reasonably suspects or determines that any Personnel has (i) violated the terms of this Agreement, any Northwestern policies, or any applicable laws, or (ii) failed to satisfactorily perform any of the services, Northwestern may, upon notice to vendor, require such Personnel to leave Northwestern's premises and/or require vendor to remove or replace such Personnel in connection with performance of the services. Vendor will remove or replace any such Personnel within thirty (30) days after receipt of Northwestern's notice.
26. **Publicity.** All indicia, including names, logos, marks, trademarks, emblems and designs, associated with or identifying Northwestern are owned and legally protected by Northwestern and may not be used without Northwestern's prior written consent. In addition, no publicity, including news releases, promotional literature, or commercial advertisements, pertaining to this Agreement or its existence or terms, the relationship between the parties, or the goods sold or the services provided hereunder to Northwestern shall be made without Northwestern's prior written approval, and then only in accordance with the explicit written instructions from Northwestern.
27. **Independent Contractor; No Joint Venture**