

Standard Purchase Order Terms and Conditions

The Purchase Order Form, these Standard Purchase Order Terms and Conditions, and any attachments hereto (collectively, the "Purchase Order") are the exclusive terms and conditions for the delivery of the specified products or materials ("Products") and/or performance of the specified services and/or work ("Services") by the vendor named in the Purchase Order Form ("Vendor") for the benefit of Cold Spring Harbor Laboratory ("CSHL"). CSHL and Vendor are each a "Party" and together are the "Parties".

- 1. ACCEPTANCE OF PURCHASE ORDER BY VENDOR.** Upon acceptance of this Purchase Order by Vendor as set forth herein, this Purchase Order is a valid and binding contract between CSHL and Vendor. This Purchase Order is deemed accepted by Vendor upon the earlier to occur of: (a) Vendor indicates its acceptance of this Purchase Order in a written communication including any electronic communication; (b) this Purchase Order is sent to Vendor and Vendor does not object in writing to any of its terms or provisions within two business days; or (c) Vendor at any time otherwise delivers or performs all or any part of the Products and/or Services. No additional or modified term or revision to this Purchase Order will be effective unless in writing and signed by a duly authorized representative of CSHL Office of Procurement. This Purchase Order constitutes the entire agreement between Vendor and CSHL regarding the subject matter of this Purchase Order and supersedes all other documents, writings, representations, agreements, proposals, promises, or other understandings, oral or otherwise, between Vendor and CSHL with respect to the matters contained herein, including any prior or subsequent price quotation, invoice, confirmation, terms and conditions, or other document furnished by Vendor. Acceptance of this Purchase Order is expressly limited to the terms set forth herein and CSHL gives notice of objection to any different or additional terms in any response to this offer. If this Purchase Order is construed to be acceptance of an offer, this acceptance is expressly conditioned upon Vendor's assent to any different or additional terms contained in this Purchase Order.
- 2. ACCEPTANCE BY CSHL; INSPECTION.** Delivery and/or performance of the Products and/or Services will be deemed to be complete only when delivered and/or performed pursuant to a validly issued Purchase Order Form and actually received by CSHL. All Products and/or Services are subject to CSHL's right of inspection following delivery and/or performance by Vendor; and CSHL shall not be deemed to have accepted the Products and/or Services until it has had a reasonable period of time, but at least thirty days, to inspect the Products and/or Services following delivery and/or performance, or, in the case of a latent defect in the Products and/or Services, until a reasonable time after the latent defect has become apparent. Payment for Products and/or Services under this Purchase Order prior to inspection by CSHL will not constitute acceptance by CSHL. CSHL may, at its option, reject all or any portion of the Products and/or Services that do not, in CSHL's discretion, comply with the terms and conditions of this Purchase Order or CSHL's requirements. CSHL may elect to reject all of the Products and/or Services even if only a portion is nonconforming. In any case, acceptance of all or any part of the Products and/or Services will not be deemed to be a waiver by CSHL of its right to (a) cancel, reject or return all or any portion of the Products and/or Services, or (b) make a claim for damages, for reasons including defect, breach of warranty, late delivery and/or performance, or breach or non-compliance with any of the terms or provisions of this Purchase Order. Upon CSHL's rejection of any or all of the Products under this section, Vendor will promptly provide a replacement Product or refund (if CSHL has paid Vendor for such defective Product), as CSHL elects. CSHL's rights under this section exist in addition to any other rights that CSHL may have under this Purchase Order, any applicable warranty, or under applicable law. Express warranties aside, Vendor also warrants all delivered Products to be free from material or manufacturing defects.
- 3. SHIPPING AND DELIVERY.** (A) All Products are to be shipped freight prepaid, F.O.B. destination, unless otherwise stated. Where CSHL has so authorized in writing, Products may be shipped F.O.B. shipping point, but Vendor shall prepay all shipping charges, route the Products by the cheapest common carrier, or the carrier specified, and list said charges as a separate item on Vendor's invoice. Each invoice for shipping charges shall be accompanied by the original or a copy of the bill indicating that such charges have been paid. CSHL reserves the right to reject C.O.D. shipments. No change in the scheduled delivery date or performance will be permitted without CSHL's prior written consent. All Products will be packed and shipped appropriately and in accordance with any packing and shipment specifications set forth in the Purchase Order. Shipments of Products which may be damaged by excessive heat or cold must be properly protected in hot or cold seasons. In addition, all shipments will be accompanied by a detailed packing list which will reference the Product type and quantity, lot number, and a valid CSHL Purchase Order number. (B) Time being of the essence for this Purchase Order, CSHL reserves the right to cancel this Purchase Order or any portion of the same if delivery is not made when and as specified, and charge Vendor for any loss sustained as a result of such cancellation including, but not limited to, shipping charges. To the extent not automatically vested in CSHL, Vendor hereby assigns to CSHL ownership of all Products and/or Services to be provided hereunder.
- 4. RISK OF LOSS.** Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury or destruction of all Products ordered herein which occur prior to acceptance by CSHL until final acceptance at CSHL's delivery location in accordance with Section 2. No such loss, injury or destruction shall release Vendor from any obligations hereunder. Until such delivery is made, Vendor will insure the Products against loss or damage for their full replacement value, the proceeds of which will be payable to CSHL in the event of any loss or damage to the Products. At the time when risk of loss passes to CSHL, Vendor will pass to CSHL good and marketable title to any Products, free and clear of all liens, claims, security interests, pledges, charges, mortgages, deeds of trusts, options or other encumbrances of any kind.
- 5. CASH DISCOUNT.** If CSHL is entitled to a cash discount, the period of computation thereof will commence on the date of acceptance or receipt of a correctly completed invoice, whichever is later. If a cash discount is made part of the Purchase Order, but the invoice does not reflect the existence thereof, CSHL is entitled to a cash discount with the period commencing on the date CSHL determines that a cash discount applies.
- 6. SET-OFF.** Without prejudice to any other right or remedy it may have, CSHL reserves the right to set off at any time any amount owing to it by Vendor against any amount payable by CSHL to Vendor (whether under this Purchase Order or otherwise).
- 7. MOST FAVORED CUSTOMER.** Vendor represents and warrants that the price for the Products and/or Services is the lowest price charged by Vendor to any of its external buyers for similar volumes of similar Products and/or Services. If Vendor charges any other buyer a lower price, Vendor must forthwith notify CSHL in writing and Vendor must apply that price to all Products and/or Services under this Purchase Order (and the price shall be deemed varied accordingly (whether or not Vendor has notified CSHL in accordance with this Section)). If Vendor fails to meet the lower price, CSHL, at its option, may immediately terminate this Purchase Order without liability on written notice to Vendor.
- 8. CSHL TAX EXEMPT.** CSHL, a not-for-profit education corporation, is generally exempt from federal excise taxes and state and local sales and use taxes. Vendor will not charge CSHL for any taxes in connection with this Purchase Order to the maximum extent permitted by law. CSHL will supply its tax exempt number and/or copies of its exemption certificates to Vendor upon request.

9. **INTELLECTUAL PROPERTY RIGHTS.** With respect to any Products and/or Services developed specifically for CSHL under this Purchase Order, Vendor acknowledges and agrees that such Products and/or the results and proceeds of such Services, including any deliverables to be provided to CSHL (collectively, the "Work Product"), including all U.S. and foreign copyright, patent, trademark, trade secret and all other intellectual property or proprietary rights therein (the "Intellectual Property Rights"), will be the sole and exclusive property of CSHL. All elements of the Work Product that are protectable by copyright will be considered "works made for hire" under the United States Copyright Act, 17 U.S.C. § 101 et seq. To the extent that any Work Product does not constitute a work made for hire, or to the extent that ownership of any rights therein do not otherwise automatically vest in CSHL, Vendor hereby assigns to CSHL all right, title and interest that Vendor may have or may hereafter acquire in all Work Product, including all Intellectual Property Rights, and any registrations or applications relating thereto. Upon CSHL's request, Vendor will provide such cooperation as CSHL may reasonably request to confirm, obtain, register, transfer, and/or preserve in the name of CSHL (or its designee) the Work Product and to assist in any proceeding or litigation relating to the Work Product.
10. **NON-INFRINGEMENT.** The Products and/or Services are original to Vendor and do not and will not infringe or otherwise violate or misappropriate any copyright, patent, trademark, trade secret, or other proprietary right or privacy or publicity right of any third party. If any of the Products and/or Services are infringing or alleged to be infringing, in addition and not in limitation of any other rights or remedies, Vendor shall, at its expense and at CSHL's sole option, either (a) procure the right for CSHL to continue using such infringing Products and/or Services, (b) replace the Products and/or Services with a non-infringing product, (c) modify the Products and/or Services to make them non-infringing, or (d) refund to CSHL all fees paid for the infringing Products and/or Services.
11. **HAZARDOUS MATERIAL.** All potential hazardous material shipments must be accompanied by a Material Safety Data Sheet (MSDS). This information must be contained within the shipment and forwarded to CSHL's Office of Procurement prior to the materials being delivered.
12. **CHANGES.** CSHL may from time-to-time, by written instructions issued to Vendor by an authorized representative of the CSHL Office of Procurement, make changes, issue additional instructions, require additional goods, work, or services, or direct the omission of goods, work, or services ordered herein. If any such change causes an increase or decrease in the cost of or the time required for the performance of this Purchase Order, an equitable adjustment shall be made in the price or delivery schedule or both, and this Purchase Order shall be modified in writing accordingly. No extra work, additions, or alterations will be paid for by CSHL unless performed pursuant to the written instructions of an authorized representative of CSHL Office of Procurement. Any claim by Vendor for adjustment under this provision must be asserted within thirty (30) days from the date of receipt by Vendor of the notification of change. The Standard Terms and Conditions of this Purchase Order shall apply to all such written notifications.
13. **REPRESENTATIONS AND WARRANTIES.** In addition to, and without limiting any of Vendor's other representations and warranties, express or implied, Vendor expressly represents and warrants to CSHL that: (a) all Products and/or Services conform and will continue to conform to the highest applicable industry standards and to any description, sample, specifications or other documentation related to the Products and/or Services that is included in this Purchase Order or otherwise requested or approved by CSHL, and that any Services will be provided in a diligent and highly professional manner by appropriately qualified and trained individuals; (b) the Products and/or Services are and will be fit for the purposes for which purchased, free from defects in materials and workmanship, and safe for their intended use; (c) Vendor has all right, title and interest in and to the Products and/or Services necessary to fulfill its obligations hereunder; (d) the Products and/or Services are free from any liens, claims and encumbrances of any nature; (e) all Products and/or Services will comply with all applicable foreign, international, federal, state, and local laws, rules and regulations, including those relating to fair labor (including the Fair Labor Standards Act of 1938, as amended), health and safety, and environmental standards; and (f) neither Vendor nor any of its affiliates have been suspended, disqualified, debarred or otherwise excluded from or declared ineligible to bid or perform work for any governmental agency or otherwise prohibited from participating in Medicare, Medicaid or any other federal or state program (collectively, "Program"), and to the best of its knowledge, there are no pending civil anti-trust or criminal investigations or pending or threatened debarments or exclusions of Vendor from any Program. All of Vendor's representations and warranties, both express and implied, also constitute conditions of this Purchase Order and will survive any delivery, inspection, acceptance or payment of or for the Products and/or Services by CSHL. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of CSHL's discovery of the noncompliance of the Products or Services with the foregoing warranties. If CSHL gives Vendor notice of noncompliance with this Section, either (1) Vendor shall, at its own cost and expense, promptly (and in any event no later than fourteen (14) days after such notice), replace or repair the defective or nonconforming Products and/or Services and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Products to Vendor and the delivery of repaired or replacement Products to CSHL, or (2) at the option of CSHL, CSHL may reject all or any defective or nonconforming Products or Services and Vendor shall refund CSHL in respect of such Products or Services and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Vendor.
14. **HIPAA.** To the extent applicable, Vendor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 and all regulations thereunder ("HIPAA"), as well as all policies, procedures and practices of CSHL relating to HIPAA. Vendor agrees to execute a HIPAA Business Associate Agreement or similar agreement upon request by CSHL.
15. **COMPLIANCE WITH LAWS AND CSHL POLICIES.** Vendor will comply with all applicable international, foreign, and U.S. federal, state and local laws, rules and regulations, including, but not limited to, all applicable laws and regulations pertaining to privacy and confidentiality, including the EU General Data Protection Regulation ("GDPR"), the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and any other applicable data protection laws, enactments, directives, regulations, guidelines, orders or industry codes applicable to any part of the Products and/or Services and/or any party relating to the processing, privacy or use of personal data (including, where applicable, "European Personal Data" and "Student PII" as defined below); and Vendor will comply with all applicable CSHL policies, procedures, and instructions in connection with this Purchase Order.
16. **CONFIDENTIALITY.** Vendor shall preserve in strict confidence all confidential, sensitive or proprietary information received from CSHL ("Confidential Information"), whether or not marked "Proprietary" or "Confidential," and whether oral or written, using the same degree of care as it takes to preserve and safeguard its own confidential or proprietary information (but in no event less than a reasonable degree of care). Confidential Information shall not include information that Vendor can demonstrate by written evidence was publicly available at the time of disclosure or was independently developed by Vendor without reference to Confidential Information. Vendor will not (i) disclose or cause to be disclosed at any time any Confidential Information obtained from CSHL, including price information, or (ii) use or cause to be used any such Confidential Information for any purpose, except as required in the performance of the services required by the Order. Vendor represents, warrants and covenants that it shall maintain physical, electronic and procedural safeguards designed to (a) insure the security, integrity and confidentiality of all Confidential Information, (b) protect against any anticipated threats or hazards to the security, integrity or confidentiality of Confidential Information, and (c) protect against unauthorized access to or use or disclosure of Confidential Information. Vendor agrees it will notify CSHL without undue delay of any actual or suspected accidental or unlawful destruction, loss, alteration, unauthorized disclosure or acquisition of, or access to, Confidential Data (each, a "Security Incident").

17. **FORCE MAJEURE.** Neither Party will have responsibility to the other due to circumstances beyond that Party's reasonable control, including (without limitation) any act of God, war or public enemy, or any act of government or any agency thereof, or any fire, flood, explosion or other catastrophe, or any epidemic or quarantine restriction, or any act of sabotage or terrorism. If requested by CSHL, Vendor shall, within five (5) days of such request, provide adequate assurance that the delay will not exceed such period of time as CSHL deems appropriate. If the delay lasts more than the time period specified by CSHL or Vendor does not provide adequate assurance that the delay will cease within such time period, CSHL may, among its other remedies, immediately cancel the applicable Purchase Order without liability.
18. **TERMINATION.**
- (A) **For Breach by Vendor:** CSHL may terminate this Purchase Order immediately, in whole or in part, for Vendor's breach of this Purchase Order, including the failure to deliver and/or perform the Products and/or Services in accordance with this Purchase Order. If CSHL terminates this Purchase Order for Vendor's breach, Vendor will be liable to CSHL for all damages, including the cost of securing replacement Products and/or Services, shipping charges for returned Products, and any amounts previously paid by CSHL to Vendor. Cure of any non-conforming tender by Vendor may only be made with the prior written consent of CSHL. This right of termination is in addition to and not in place of any other rights or remedies that CSHL may have at law or in equity.
- (B) **For Convenience:** CSHL, in its sole discretion and without cause, may terminate this Purchase Order immediately, in whole or in part, at any time without incurring liability to Vendor for lost profits, or any other costs or damages, other than the proportionate value of the purchase price for Products delivered and/or Services performed. Payment due will be a percentage of the purchase price equal to the percentage of the Products actually delivered and/or Service actually completed in accordance with this Purchase Order, as determined in CSHL's sole discretion.
19. **INDEMNIFICATION.** To the fullest extent permitted by law, Vendor will defend, indemnify and hold harmless CSHL and its affiliates, and their respective employees, students, trustees, directors, officers, contractors, agents, and representatives (the "**Indemnified Parties**") from and against any and all losses, claims, allegations, demands, suits, proceedings, investigations, prosecutions, actions, causes of action, liabilities, obligations, costs, expenses, assessments, settlements, judgments, interest, penalties (including legal expenses and reasonable attorneys' fees), damages or injuries of any kind or nature whatsoever (including damage, loss or destruction of real or personal property, personal or bodily injury or death) to the Indemnified Parties caused by, resulting from, arising out of, or occurring in connection with any of the following by Vendor or its employees, trustees, directors, officers, contractors, or any other party acting on its behalf: (i) breach of any term or provision of this Purchase Order including the representations and warranties; (ii) violation of applicable laws, rules, or regulations; (iii) actual or alleged infringement or other violation or misappropriation of any intellectual or other proprietary right or privacy or publicity right of any third party; (iv) any unauthorized destruction, loss, alteration, disclosure, or acquisition of, or any unauthorized access to, Confidential Information; or (v) any other acts or omissions or intentional misconduct in connection with this Purchase Order. CSHL will provide Vendor with notice of any claim subject to indemnification under this section. In the event Vendor fails to prosecute and conduct the defense of such claim diligently and in good faith, CSHL may take any and all actions at Vendor's expense that it deems necessary or desirable to preserve its rights with respect to such claim, including the right (but not the obligation) to engage counsel and defend, compromise or settle such claim, without waiving or otherwise limiting its rights under this section. Vendor will consult with CSHL and at all times keep CSHL informed of all material matters relating to its indemnification of CSHL, including compromise or settlement of any claim. CSHL will be entitled to participate in any litigation and/or negotiations relating to any compromise or settlement with counsel of its own choice. Vendor will not agree to any compromise or settlement of such claim, or permit a default or consent to entry of any judgment in respect of such claim, without CSHL's prior written consent. CSHL may offset any indemnification obligations due from Vendor against any amounts CSHL owes Vendor.
20. **VENDOR RESPONSIBILITIES.** Vendor may not without CSHL's prior written consent, subcontract or assign any of Vendor's rights or obligations under this Purchase Order. Vendor assumes responsibility for all contractual activities. Further, CSHL will consider Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Purchase Order. Vendor is totally responsible for adherence by their subcontractors, should subcontractors be approved and used, to all provisions of the Purchase Order.
21. **INSURANCE.** (a) Vendor must maintain, at its own cost and expense, the following types and amounts of insurance with insurers licensed in the State of New York: (1) Commercial General Liability insurance, written on an occurrence basis including, but not limited to, coverage for contractual liability, products and completed operations, personal injury, bodily injury and broad form property damage liabilities with liability limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Vendor shall maintain Products and completed operations insurance for three (3) years after termination of the Purchase Order. (2) When working on-site at CSHL facilities or at CSHL sponsored events, (i) Workers' Compensation and Employers Liability insurance, covering each employee of Vendor engaged in the performance of work under this Purchase Order, with minimum limits of liability in accordance with applicable state law in the case of Workers' Compensation insurance, and with not less than the following limits of liability in the case of Employers Liability insurance: Workers' Compensation - Coverage A - Statutory; Employers Liability - Coverage B - Each Accident - \$1,000,000; Policy Limit - \$1,000,000; Each Employee by Disease - \$1,000,000. (ii) Automobile Liability insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Purchase Order, with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence (combined single limit of liability for bodily injury and property damage of not less than \$10,000,000 per occurrence and MCS-90 filing required if Vendor will be utilizing 15+ passenger vehicles in connection with this Purchase Order). (3) Professional Liability insurance with limits not less than \$1,000,000 per occurrence and annual aggregate covering the errors and omissions of Vendor. (4) Umbrella excess liability coverage of at least \$5,000,000 over primary insurance with a maximum retention of \$10,000. (5) Each of the policies required by subsections (1) and (2)(ii) above shall provide that the insurance company pay the costs of defense (including attorneys' fees) of any suit or proceeding against CSHL or the other Indemnified Parties, alleging any omission or act relating to this Purchase Order, and seeking damages on account thereof, even if such suit is groundless, false or fraudulent. These insurances shall be primary. The policies shall be written to cover claims incurred, discovered, manifested or made during or after the expiration of this Purchase Order. Other Vendor insurance shall not reduce or limit Vendor's obligation to indemnify and defend CSHL and the Indemnified Parties or Vendor's liabilities for claims made or suits arising or resulting from or in connection with the performance of this Purchase Order. Any insurance CSHL may purchase shall be excess and non-contributory. (b) Prior to commencement of work, Vendor will deliver certificates of insurance to CSHL providing evidence of the coverage required above. With the exception of Workers' Compensation, Employers Liability Insurance and Professional Liability Insurance, where Vendor will be providing Services on a CSHL campus or providing passenger transportation services to CSHL, all policies referenced in this section shall name CSHL, its trustees, officers, agents and employees as additional insureds. Vendor shall provide CSHL with copies of the applicable policy endorsement listing CSHL, its trustees, officer, agents and employees as additional insureds on such policies and Vendor shall further provide thirty (30) days prior written notification if their insurance is cancelled or a material change has been made to their policy. Certificates of Insurance, additional insured endorsements and written notice of cancellation by Vendor are to be sent to Cold Spring Harbor Laboratory, Office of Procurement, One Bungtown Road, Cold Spring Harbor, NY 11724.

22. **LIMITATION OF LIABILITY.** Nothing in this Purchase Order shall exclude or limit (a) Vendor's liability under Sections 8, 10, 13, 15, 18 and 19 hereof, or (b) either Party's liability for fraud, fraudulent misrepresentation, personal injury or death caused by such party's negligence or willful misconduct. CSHL's maximum liability to Vendor shall not exceed the aggregate amount actually paid under this Purchase Order.
23. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Vendor is an independent contractor in all its operations and activities hereunder. The employees used by Vendor to perform a Service under this Purchase Order shall be Vendor's employees exclusively without any relation whatsoever to CSHL.
24. **SURVIVABILITY.** Provisions surviving termination or expiration of this Purchase Order are those concerning indemnification, confidentiality, representations and warranties, choice of law and venue, and any other provisions which on their face affect rights and obligations after termination or expiration.
25. **PUBLICITY.** Vendor will not use (i) the names of Cold Spring Harbor Laboratory, CSHL, or any division, unit, agent, employee or student thereof or (ii) any logo, trademark, service mark or trade name owned or controlled by CSHL without the prior written consent of a duly authorized representative of CSHL.
26. **GOVERNING LAW.** This Purchase Order and all matters arising out of or relating to this Purchase Order will be governed by and construed according to the laws of the State of New York without regard to principles of conflicts of law. The courts of the State of New York in Nassau County and the United States District Court for the Eastern District of New York will have exclusive jurisdiction over the Parties with respect to any dispute, controversy, or claim between them arising out of or relating to this Purchase Order. CSHL may serve any summons or process in any such proceeding on Vendor in the manner for giving notices under this Purchase Order. The Parties waive the right to a trial by jury in any action or proceeding arising out of or relating to this Purchase Order.
27. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** CSHL is an equal opportunity employer and federal contractor or subcontractor. Consequently, CSHL and Vendor agree that, as applicable, they will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which (i) prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities; (ii) prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin; and (iii) require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. CSHL and Vendor also will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), as applicable, relating to the notice of employee rights under federal labor laws.
28. **EXPORT CONTROL.** Vendor represents and warrants that (i) Vendor is not currently in violation of and will not violate U.S. and other applicable export control and economic sanctions laws and regulations, including without limitation the U.S. Department of Commerce's Export Administration Regulations ("EAR"), the economic sanctions programs administered by the U.S. Department of Treasury, the International Traffic in Arms Regulation ("ITAR") administered by the U.S. Department of State, nuclear-related export controls implemented by the Department of Energy and Nuclear Regulatory Commission and U.S. anti-boycott regulations implemented by the U.S. Departments of Treasury and Commerce (collectively, "Trade Control Laws"), nor take any other action that would cause CSHL to be in violation of applicable Trade Control Laws; (ii) Vendor will obtain and maintain at its own expense, and furnish to CSHL upon request, any and all permits, licenses, approvals, certificates and other documents required by CSHL or otherwise required by applicable Trade Control Laws for the provision of Products or Services to CSHL; (iii) neither Vendor, Vendor's officers, directors, managers, supervisory board members, partners or shareholders, or any party providing any Products and/or Services to Vendor for provision to CSHL under this Purchase Order are (a) identified on any list of restricted parties maintained by the United States government or other applicable government, including the Specially Designated Nationals List, Foreign Sanctions Evader List and Sectoral Sanctions Identification List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), the Denied Persons List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS") or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls (collectively, "Restricted Parties"); (b) owned or controlled by or acting for or on behalf of Restricted Parties; or (c) organized, located or ordinarily resident in any country or territory against which the U.S. Government maintains comprehensive sanctions (currently, Cuba, Iran, North Korea, Syria or the Crimea region); (vii) all items (hardware, software, or technology) to be provided to CSHL under this Purchase Order are not controlled under the ITAR, listed in an Export Control Classification Number ("ECCN") entry on the EAR, or controlled under a foreign equivalent law or regulation, or if the foregoing is not correct, Vendor will provide in writing to CSHL the export classification of such item(s) (i.e., the proper ECCN if the item is controlled under the EAR, the proper United States Munitions List Category if the item is controlled under the ITAR, or the foreign equivalent) before this Purchase Order is deemed finalized and will notify CSHL in writing of any future changes to the export classification information of the item(s).
29. **EUROPEAN DATA PROTECTION.** For purposes of the Purchase Order, "European Personal Data" means any information that relates to a specific natural person who resides in the European Economic Area ("EEA") and who can be identified, directly or indirectly, such as by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. If Vendor is processing European Personal Data on behalf of CSHL, Vendor agrees to be bound by the provisions of [Attachment A](#) which is hereby incorporated as if set forth fully herein.
30. **STUDENT PRIVACY.** For purposes of Sections 16 and 30 of this Purchase Order, the terms "Disclosure" (including "disclose" and "disclosed") and "Personally Identifiable Information" (hereafter "Student PII") each have the same meaning as defined under FERPA at 34 CFR § 99.3. Vendor agrees to provide the Products and/or conduct the Services consistent with the requirements of FERPA. To the extent Vendor is the recipient of a Disclosure of Student PII by CSHL, Vendor agrees that (a) Vendor (including its officers, employees, and agents) will only use the Student PII for the purpose or purposes specified in this Purchase Order; (b) Vendor's use of the Student PII will be under the direct control of CSHL; and (c) Vendor will not disclose the Student PII to any third party unless the third party is subject to a written agreement that imposes the same obligations on that third party as are imposed on Vendor under this Section 30 of the Purchase Order.
31. **CLAUSES APPLICABLE TO PURCHASE ORDERS UNDER FEDERAL GRANTS AND COOPERATIVE AGREEMENTS.** If the Purchase Order involves funds from a United States Government grant, cooperative agreement or a subaward at any tier under a grant or cooperative agreement, the clauses set forth in [Exhibit 1](#) are incorporated herein and form a part of the Standard Terms and Conditions of the Purchase Order to the extent applicable.
32. **CLAUSES APPLICABLE TO PURCHASE ORDERS UNDER FEDERAL CONTRACTS.** If the Purchase Order involves the acquisition of a commercial item or service (see definition set forth at 48 CFR § 2.101) using funds from a Federal government contract – or funds from a subcontract at any tier relating to a Federal government contract – the applicable clauses from the Federal Acquisition Regulation ("FAR") and the Defense Federal Acquisition Regulation Supplement ("DFARS") set forth in [Exhibit 2](#) are incorporated into the Purchase Order by reference and form a part of the Standard Terms and Conditions of the Purchase Order.