

## SUPPLEMENTAL TERMS AND CONDITIONS

1. **Payment Discounts/Invoices** Payment discount terms, if part of the contract, should appear on your invoice to insure proper processing. ISU will not reimburse payment discounts taken after the agreed payment discount period, if the discount terms do not appear on your invoice. Invoices requesting payment for materials or services provided for the ISU department covered by this contract, shall reference the contract number provided and be mailed to the address below:

Iowa State University  
Purchasing Payables  
3617 Administrative Services Building  
Ames, IA 50011-3617
2. **Assignment** This contract may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party.
3. **Indemnification/Failure to Perform** The Seller agrees to jointly and severally indemnify and hold ISU, its agents, successors, and assigns, harmless from and against all liability, loss, damage, or expense, including reasonable attorney's fees which the State may incur or sustain due to Seller's failure to fully perform and comply with the terms and obligations of this contract.
4. **Termination--Cause** ISU may terminate this contract any time that the Seller fails to carry out its provisions or to make substantial progress under the terms specified in this contract.
5. **Termination--Mutual Agreement** With the mutual agreement of both parties, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
6. **Termination--Nonappropriation of Funds** Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the federal government to provide funds or the program under which funds were provided is altered, then ISU shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change. Unless otherwise agreed to, the contract shall become null and void on the last day of the fiscal year of the funding agency (i.e., state of Iowa or federal government) for which appropriations were received; except that if an appropriation to cover the costs of this contract becomes available within sixty (60) days subsequent to the date of termination under this clause, ISU agrees to re-establish a contract with the Seller whose contract was terminated under the same provisions, terms, and conditions of the original contract.
7. **Immunity from Liability** Every person who is a party to this agreement is hereby notified and agrees that Iowa State University is immune from liability and suit for or from vendor's activities involving third parties and arising from this contract.
8. **Standard Terms and Conditions** The "Purchase Order - General Terms and Conditions" listed at <http://www.public.iastate.edu/~purchasing/potermms.pdf> which are incorporated into all ISU purchase orders, shall apply, unless they are in conflict with the terms and conditions included in the bid documents or this contract purchase order, in which case, the terms and conditions of the bid documents or this contract purchase order shall govern.