

1. **Agreement:** The following terms together with those on the Purchase Order (PO) cover page constitute the entire agreement between Ipas and the Supplier. This agreement shall be deemed to have been fully executed upon the Supplier's signed acceptance on the cover of this Purchase Order or commencement of performance. Ipas may request changes to the Agreement in writing. If Ipas requested changes increase or decrease the cost or time required for the Supplier to provide deliverables under the Agreement, the parties shall negotiate an equitable adjustment in the price or schedule, or both.
2. **Term and Termination:** The term of the Agreement shall commence on the date specified on the PO cover page and shall continue until such time as the Supplier completes all its responsibilities under the PO, unless terminated earlier as follows. Ipas may terminate this Agreement upon written notice (a) in the event of a material breach of the Agreement by the Supplier, (b) if the performance of the Supplier is unsatisfactory, (c) if any illegal or corrupt practices are connected with this agreement, or the Supplier is convicted of any illegal or corrupt practices, (d) if the Supplier is found to be in any way involved in terrorist activities; (e) if the Supplier has or develops a conflict of interest with Ipas that cannot be satisfactorily mitigated, (f) if the Supplier fails to meet any of its legal obligations, including but not limited to its obligations in the areas of environmental, private, public law, or labor law; (g) if the Supplier files for bankruptcy or there is a judgment of bankruptcy by or against the Supplier.
3. **On Time Delivery:** Time is of the essence in the Supplier's delivery of goods or services. The Supplier will promptly notify Ipas if it is unable to comply with the delivery or performance date specified in the Purchase Order. If the Supplier fails to deliver or perform on time, and the parties are unable to mutually agree to an extension of time, the Supplier will be liable for actual and reasonable costs and damages Ipas incurs as a result of the delay.
4. **Terms of Payment:** Subject to any superseding terms on the face hereof, the Supplier shall invoice Ipas as directed to the Attention of the Project Manager of the agreement and be paid upon completion/acceptance of the required goods/services. The Supplier shall be paid no later than thirty (30) days after Ipas's receipt of required documents together with an acceptable invoice including, where applicable, any taxes.
5. **Records and Audit:** The Supplier hereby covenants to keep good and accurate books of accounts, timesheets, and records of its activities in connection with the Services. The Supplier shall retain all such books, accounts, and records for a period of seven (7) years after the expiration or earlier termination of this Agreement. Ipas may upon reasonable notice review the books, accounts, and records of the Supplier regarding the Services. The Supplier will cooperate fully with any such inspection or audit and will provide all records requested by Ipas. In the event the audit demonstrates the Supplier has received more money than it is entitled to under this Agreement, the Supplier shall within thirty (30) days after written demand from Ipas, return the excess to Ipas.
6. **Inspections:** (a) Ipas has the right to inspect and evaluate the work performed or being performed under the Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Ipas performs inspections or evaluations on the premises of the Supplier or its lower tier subcontractors, the Supplier shall furnish, and require its subcontractors to furnish, all reasonable facilities and assistance for the safe and convenient operation of these duties. (b) All shipments of materials shall be subject to final inspection by Ipas after receipt by Ipas at destination. If the material supplied or work performed by the Supplier is found to be defective, the Supplier shall be given the opportunity to correct any deficiencies within a reasonable period. If correction of such work is impracticable, the Supplier shall bear all risk after notice of rejection and shall, if requested by Ipas, and at its own expense, promptly make all necessary replacements or adjustments. The Supplier shall provide immediate notice to Ipas of any potential failure on the part of its subcontractors to provide goods or services required hereunder. The Supplier is responsible for any deficiency on the part of its subcontractors.
7. **Warranties:** (a) The Supplier warrants that it is not aware of any facts or circumstances that might indicate the existence of or give rise to actual or potential conflicts with Ipas's interests. (b) The Supplier warrants all goods/services to be free from any material defects and expressly represents that all such required goods/services can perform the function for which they were intended. The Supplier agrees to pass on all manufacturer's warranties to Ipas when applicable. The Supplier agrees to deliver the goods/services which are the subject-matter of this order to Ipas free and clear of all liens, claims, and encumbrances.
8. **Personnel:** (a) The Supplier shall at all times be responsible for the conduct and discipline of its employees and provide qualified personnel to perform the work with the necessary skills, experience, knowledge, and training; (b) the Supplier shall use its best efforts to perform the work with highest regard for public safety and welfare, and to meet the highest professional standards; (c) To the extent that the work requires medical or other professional competence or facilities, the Supplier possesses such competence or facilities; (d) The Supplier's employees are essential to the work and the Supplier will take all reasonable measures to assure employees' availability. To the extent such availability is compromised, the Supplier will immediately notify Ipas.
9. **Price Determination:** The Supplier certifies that: (a) The prices in this PO have been arrived at independently, and not for the purpose of restricting competition, has not had any consultation, communication, or agreement with any other offeror, including but not limited to subsidiaries or other entities in which the Supplier has any ownership or other interests, or any competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered; (b) The prices in this order were not knowingly, disclosed by the Supplier, directly or indirectly, to any other offeror, including but not limited to subsidiaries or other entities in which the Supplier has any ownership or other interests,

or any competitor before bid opening, unless otherwise required by law; and (c) No attempt was made by the Supplier to induce any other concern or individual to submit or not to submit an offer for the purpose of restricting competition or influencing the competitive environment. The Supplier understands and agrees that violation of this clause could result in the termination of this PO for default as well as exclusion from future solicitations; (c) The price amount contained in this PO does not exceed that charged by the Supplier to any other customers or clients, for similar quantities of like items or services to be rendered.

10. **Intellectual Property:** The Supplier guarantees that all materials and other work product provided by the Supplier shall be original works and shall not violate the intellectual property or other rights of any third parties. All discoveries, findings, analysis, methods, models, software, photographs, materials, reports, data sets, or other work product produced in connection with the Services shall be considered the sole property of Ipas and shall be turned over to Ipas immediately upon request or at the end of period of performance. The Supplier hereby assigns to Ipas any and all of the Supplier's rights, title, and interest to the products from the work and any intellectual property rights that may arise from the work. The Supplier shall execute and deliver to Ipas any and all documents reasonably necessary to facilitate assignment by Ipas.

11. **Shipment of Goods (International & Domestic):** The Supplier shall ensure that all goods are shipped on time and packaged with the intent that the items arrive in the manner purchased. It is the responsibility of the Supplier to replace items damaged during shipment or reimburse Ipas for their replacement cost. For international shipments, the Supplier shall ensure that all shippers, consignors, consignees, freight forwarders, or freight brokers are jointly and separately liable for the freight charges relating to the shipment. The Supplier is responsible for providing supporting documents for all anticipated costs related to the shipment, including but not limited to transportation, fuel and other applicable additional charges, including all adjustments issued by the carrier(s) after the shipment, and all duties, customs assessments, governmental penalties and fines, taxes, and broker's attorney fees and legal costs allocable to this shipment and/or all related disputes.

12. **Export Control:** The Supplier shall comply with all applicable laws and regulations regarding export-controlled items. In the event an individual PO is likely to involve export-controlled items, additional requirements and information may be included in such a PO. Supplier shall be responsible for all losses, costs, claims, damages, litigation, fees, etc. arising from any act of omission of the Supplier in the performance of this obligation. The Supplier shall ensure that all lower-tier agreements comply with details within section 12 and other portions of this document as applicable.

13. **Title and Risk of Loss:** Title to and risk of loss of, each product to be delivered hereunder shall, pass from the Supplier to Ipas upon acceptance of such product by Ipas.

14. **Code of Business Ethics and Conduct:** Ipas considers adherence to the [Ipas Code of Business Ethics and Conduct](#), as well as strict observance of all applicable laws and regulations, of the utmost importance. While performing the work, the Supplier is expected to adopt and comply with these same standards. If the Supplier has a good faith reason to believe that there has been a violation by any party to this Agreement, or by any subcontractor, grantee, consultant, and/or affiliate, the Supplier shall report the suspected violation to Ipas by reporting through Ipas's Ethics Hotline online at <http://ipas.ethicspoint.com>.

15. **Confidentiality:** It is understood that, during the course of this Agreement and/or in performing the work, the Supplier may be exposed to or receive proprietary information, technical data, or know-how, which is confidential to Ipas (hereinafter "Confidential Information"). All Confidential Information, written or verbal, made available, disclosed or otherwise known to the Supplier as a result of this Agreement shall be considered the sole property of Ipas. Confidential Information may be used by the Supplier only for purposes of performing the work. Both during the term of this Agreement and thereafter, the Supplier shall not reveal, publish, or otherwise disclose Confidential Information to any third party without the prior written consent of Ipas.

16. **Name and Trademark:** (a) the Supplier and Ipas agree not to include the name, trademark, or any logo types or symbols of the other in any publicity material without the prior written consent of the Supplier or Ipas. Each Party expressly reserves all rights, title, and interest in its name, trademarks, logos, and symbols. (b) The Supplier agrees not to include the name, trademark, or any logo types or symbols of Ipas's Donor in any material without prior written consent of Ipas, and to comply with all instructions provided by Ipas to the Supplier and set forth by the Donor in any branding and marking guidance accompanying Ipas's Donor award.

17. **Data Protection:** The Supplier will maintain reasonable and appropriate protections, safeguards, and security measures (a) to protect the security, confidentiality, and integrity of its information technology systems and all information and data provided by Ipas against any anticipated threats or hazards thereto and (b) to prevent any unauthorized use, loss, disclosure, destruction of, or access to any Ipas data (any such unauthorized incident, known as an "Information Security Incident"), as detailed in the [Ipas Privacy, Content, and Copyright Policy](#). The Supplier will inform Ipas in writing promptly—in no case later than forty-eight (48) hours—of any Information Security Incident of which the Supplier becomes aware.

18. **Insurance:** The Supplier shall obtain and maintain during the term of this Agreement insurance of amounts and types reasonable under the circumstances in accordance with generally accepted industry standards, and as required by law.

19. **Stop Work Order:** Ipas shall have the right to direct the Supplier to stop work at any time. Such direction shall be in writing. Upon receipt of a stop work order, Supplier shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs during the period of work stoppage. At the expiration of the work stoppage period, Ipas shall either terminate in accordance with the provisions of this Agreement or provide notice to the Supplier to continue work. In the event notice is given to continue work, the Supplier and Ipas shall mutually agree, in writing, to any equitable

adjustments to prices or delivery schedules for goods or services affected by work stoppage.

20. **Assignment:** The rights and obligations of the Supplier under this Agreement may not be assigned by the Supplier without Ipas's prior written consent, which may be withheld for any reason. For the purposes of this Agreement, "Assignment" refers to the transfer of all rights, responsibilities and benefits associated with this agreement from the Supplier to a third party. Assignment does not refer to the outsourcing or sub-awarding of a portion of the services to a third party.

21. **Force Majeure:** The Supplier shall not be liable by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Supplier. Such cases may include, but are not restricted to, acts of God, acts of government or municipal or other authorities, fires, floods, epidemics, quarantines, strikes, and labor disputes. Such causes do not include deficiencies on the part of the Supplier's subcontractors.

22. **Indemnification:** the Supplier agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless Ipas and its officials, officers, directors, donors, agents, and employees, from and against any and all liability, loss, damages, costs, claims, demands, fines, penalties, cleanup costs and other pollution-related items, expenses and fees (including, without limitation, reasonable attorney's fees and consultant's fees) of whatever type and nature which shall be caused (directly or indirectly) by the Supplier, its employees, agents, lower tier suppliers or to any third party or its property, or arise out of (a) the Suppliers provision of Goods or Services under or in connection with this Agreement. This includes (but not limited to the; (b) the Supplier's breach of this Agreement; or (c) the Supplier's acts or omissions.

23. **Independent Relationship:** Nothing in this Agreement shall be construed as creating anything other than a Client-the Supplier relationship between Ipas and the Supplier. The Parties to this Agreement shall not act as agents or partners of the other, nor act in any joint venture under this Agreement. the Supplier is not authorized to represent Ipas or otherwise bind Ipas in any dealings with third parties.

24. **Lobbying:** The Supplier agrees that no funds provided by Ipas pursuant to this agreement shall be used for lobbying. the Supplier agrees that no funds will be used in participation or intervention of any political campaign on behalf of or in opposition to any candidate for public office.

25. **Anti-Terrorism:** the Supplier certifies that it has not provided and will not provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity.

26. **Anti-Slavery and Anti-Trafficking:** Ipas is committed to implementing best practices to combat all forms of slavery and trafficking in the conduct of its business and program operations and has a zero-tolerance policy both internally and its entire supplier chain as detailed in the [Ipas Anti-Slavery Policy](#). Where the Supplier observes, reasonably suspects, or witnesses an Ipas or Supplier employee or representative involved in slavery or trafficking, this must be reported in writing by the Supplier to Ipas within five (5) business days and will be investigated.

27. **Safeguarding:** Ipas is committed to protecting the rights of children, youth, and vulnerable adults from violence, exploitation, trafficking, discrimination, neglect, inappropriate behavior, and abuse as detailed in the [Ipas Safeguarding Policy](#). There is zero-tolerance toward abuse, exploitation, trafficking, discrimination, inappropriate behavior with, or neglect of children, youth, or vulnerable adults. Any incidents, actual or reasonably suspected, must be reported in writing by the Supplier to Ipas within five (5) business days and will be investigated.

28. **Laws:** The Supplier agrees to comply with all national, federal, state, local laws, rules, regulations, treaties, ordinances, and standards. This Agreement shall be deemed a contract made in the State of North Carolina, United States of America, and shall be construed and enforced in accordance with the laws of the State of North Carolina.

29. **Authorization & Acceptance:** the Supplier certifies that the signatory is the person in the Supplier's organization responsible for determining the prices being offered in this agreement and that the signatory has not participated in and will not participate in any action contrary to price determination as noted in "section 9" of this agreement.

30. **APPENDICES**

Appendix A: Statement of Work

Appendix B: Budget

Appendix C: Financial Data Sheet

Appendix D: Lobbying

Appendix E: Policies

Appendix F: Non-Disclosure Agreement (optional)