

TERMS AND CONDITIONS
UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

ACCEPTANCE; APPLICABLE TERMS AND CONDITIONS OF PURCHASE:

- (a) Upon receipt by University of an express acceptance by Contractor, or upon Contractor's commencement of work on the goods or services subject to this Purchase Order ("this Order"), or upon shipment of such goods, or Contractor's commencement of installation of services, whichever occurs first, this Order shall become a contract with the terms and conditions herein set forth.
- (b) Acceptance of this Order is expressly limited to the terms and conditions herein contained on both sides hereof. University shall not be bound by any provisions in Contractor's order acknowledgement or acceptance forms or other documents (including counteroffers) that propose any terms or conditions in addition to or differing with the terms and conditions set forth herein, and any such terms and conditions of Contractor and any other modification to this Order shall have no force or effect and shall not constitute any part of the terms and conditions of purchase or lease, except to the extent separately and specifically agreed to in writing by the University. University's failure to object to provisions contained in Contractor's documents shall not be deemed a waiver of the terms and conditions set forth herein, which shall constitute the entire agreement between the parties.
- (c) No amendment, deletion, supplement, or change in terms and conditions contained herein shall be binding on University unless approved in writing by the University.

ANTITRUST LAWS: CLAIMS FOR OVERCHARGES:

Contractor warrants and represents that neither Contractor nor any party acting on behalf of Contractor has violated the antitrust laws of the United States or of the State of Texas. Contractor hereby assigns to University any and all claims for overcharges associated with this Order which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., or of the State of Texas, Tex. Bus. & Comm. Code Sec. 15.01, et seq.

ASSIGNMENT:

Contractor shall not assign, transfer, or subcontract this Order or any right or obligation hereunder without University's written consent. Any purported assignment transfer or subcontract shall be void and ineffective.

BANKRUPTCY:

In the event of any proceedings, voluntary or involuntary, in the event of the appointment, with or without the Contractor's consent, or assignee for the benefit of creditors or of a receiver, then the University shall be entitled to cancel any unfilled part of this Order without any liability whatsoever.

CANCELLATION:

University reserves the right to cancel all or any part of the undelivered portion of this Order if Contractor does not make delivery as specified, time being of the essence of this contract, or if Contractor breaches any of the terms hereof including, without limitation, the warranties of Contractor.

CHANGES:

University may, by written Change Order, make any changes in this Order, including additions to or deletions from the quantities of items or services ordered or in the designs, specifications, or delivery schedules, but no additional charge will be allowed unless authorized in writing by University. If any such change affects the delivery schedule or the amount to be paid by University, Contractor shall notify University immediately and negotiate an adjustment. Any exchange of information or advice between the parties shall not authorize Contractor to change the items or services purchased hereunder or the provisions of the Order unless incorporated as a written Change Order in accordance with this section.

CONFIDENTIAL INFORMATION AND PUBLICITY:

Without prior written consent of University, Contractor shall keep confidential and neither disclose to any person outside its employ, nor use for purposes other than performance of this Order, any information or property pertaining to the existence, terms, or performance of this Order, including, but not limited to, designs, drawings, blueprints, descriptions, specifications, or any other proprietary information that is a part of this Order. Contractor shall not make any publicity, advertisements, news release, public announcement, denial, or confirmation regarding any aspect of this Order, the goods, or the program to which they pertain without University's prior written approval. Upon University's request, or in any event, upon the completion, cancellation, or termination of this Order, Contractor shall return to University all information or property delivered to Contractor or generated by Contractor pursuant to the performance of this Order which has been identified as confidential or proprietary. Contractor shall ensure that all subcontracts, purchase orders, and other agreements entered into by Contractor or any of its subcontractors or suppliers of any tier shall provide to University the same rights and protection with regard to such subcontractors or suppliers as are contained in this paragraph with regard to Contractor.

DEFAULT BY CONTRACTOR:

In the event of default by Contractor in the performance of any obligation hereunder, including, but not limited to, time of delivery and/or completion, or in the event it becomes apparent that delivery or completion cannot be accomplished within the time specified, University may, in addition to its other rights or remedies, cancel this Order without penalty and/or liability, except for goods previously received and accepted, charging Contractor for losses and damages sustained by reason of such delay or failure when not caused by force majeure.

DELIVERY OR PERFORMANCE SCHEDULE; QUANTITIES:

- (a) Time is of the essence in the performance of this Order and delivery of products or services hereunder.

- (b) University may cancel this Order for any nonconformity in any lot or installment delivered or services performed hereunder, including, without limitation, failure of Contractor to deliver the goods or perform services when due, delivery of defective or otherwise nonconforming goods, delivery of an insufficient quantity of goods, or deficient, defective, or incomplete performance of services.
- (c) Contractor shall promptly advise University of any delay or anticipated delay in delivery or performance and shall pay University for any losses sustained or costs incurred by University as a result of a late delivery.
- (d) Contractor shall not, without University's prior written consent, manufacture or procure materials in advance of Contractor's normal flow time or deliver goods or perform services in advance of schedule. In the event of termination or change in the terms of this Order, no claim by Contractor will be allowed for any such manufacture or procurement of performance of services in advance of such normal flow time without the prior written consent of University.
- (e) Unless specified otherwise on the face hereof, this Order shall not be deemed separable as to the goods and services ordered herein.
- (f) Goods that are to be shipped shall be shipped F.O.B. destination unless otherwise specified by University. Any shipments that are sent C.O.D. without University's consent will not be accepted and will be made at Contractor's risk.

DISPUTE RESOLUTION:

To the extent that Chapter 2260, Texas Government Code, is applicable to this Order and not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Chief Business Officer of University shall examine Contractor's claim and any counterclaim and negotiate with the Contractor in an effort to resolve such claims. The parties hereto specifically agree that (1) neither the issuance of this Order by University nor any other conduct, action or inaction of any representative of University relating to this Order constitutes or is intended to constitute a waiver of University's or the State's sovereign immunity to suit; and (2) University has not waived its right to seek redress in the courts.

ENTIRE AGREEMENT:

This Order is the complete and exclusive statement of the contract between University and Contractor with respect to purchase of the products. No waiver, consent, modification, amendment, or change of the terms of this Order shall be binding unless in writing and signed by University and Contractor. In case of a conflict between the terms and conditions on the face of this Order and the terms and conditions contained on the reverse side of this Order, the terms and conditions on the face of this Order shall control.

EQUAL EMPLOYMENT OPPORTUNITY:

The Equal Employment Opportunity clauses in Section 202 of Executive Order 11246, as amended; 38 USC Section 2012 of the Vietnam Era Veterans Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Employment Opportunity and implementing Rules and Regulations of the Secretary of Labor are incorporated herein as specific reference.

FAIR LABOR STANDARDS ACT:

Contractor agrees that goods shipped to University under this will be produced in compliance with the Fair Labor Standards Act.

FORCE MAJEURE:

Neither party shall be liable for delay in its performance of its obligations and responsibilities under this Order due to causes beyond its control, such as, but not limited to, war, embargo, national emergency, insurrection or riots, acts of the public enemy, fire, flood, or other natural disaster, provided that said party has taken reasonable measures to notify the other, in writing, of the delay. Failure of subcontractors and inability to obtain materials shall not be considered as an excusable delay. If due to such cause, Contractor should be unable to meet all of its delivery commitments for items ordered hereunder as they become due, Contractor shall not discriminate against University or in favor of any other customer in making deliveries of such items. However, if University believes that the delay or anticipated delay in Contractor's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operation, University may, at its option and without liability to Contractor, cancel outstanding deliveries hereunder wholly or in part.

GOVERNING LAW:

This Agreement shall be considered as executed in, and shall be construed and interpreted in accordance with, the laws of the State of Texas.

INDEMNIFICATION:

Contractor shall defend, indemnify and hold harmless university, the board of regents of the university of texas system ("board") and the state of Texas and their officers, agents and employees (collectively the "indemnified parties") from and against all actions, suits, demands, costs, damages, liabilities and all other claims, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "claims"), arising out of, in connection with or resulting from this Order or the goods or services provided under this Order, to the extent caused by the acts, omissions or willful misconduct of contractor or its agents, employees, subcontractors or suppliers. In addition, contractor shall defend, indemnify and hold harmless the indemnified parties from and against all claims arising from infringement or alleged infringement of any patent, copyright, trademark or other intellectual property rights arising out of, in connection with or resulting from this Order or the goods and/or services provided under this Order.

INDEPENDENT CONTRACTOR:

During delivery hereunder, Contractor shall remain an independent contractor and not an employee or an agent of the University.

INSPECTION AND ACCEPTANCE:

All goods shall be received subject to University's right of inspection and rejection. Defective goods or goods not in accordance with University's specifications will be held for Contractor's instruction at Contractor's risk and, if Contractor so directs, will be returned at Contractor's expense. If inspection discloses that part of the goods received are not in accordance with University's specifications, University shall have the right to cancel any unshipped portion of the order. Payment for goods on this Order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that University may have against Contractor.

INSURANCE:

If this Order requires the presence on University's premises of Contractor's employees, agents, suppliers or permitted subContractors (if any), Contractor agrees to maintain and to cause its agents, suppliers and permitted subContractors (if any) to maintain the following insurance coverages for at least the specified limits: Coverages Limits Workers' Compensation Statutory Limits Employer's Liability \$1,000,000 per accident and employee Commercial General Liability (including contractual liability) \$1,000,000 per occurrence Product/Completed Ops \$1,000,000 aggregate Auto Liability \$1,000,000 combined single limit All policies (except Workers' Compensation) shall name University, the Board of Regents of the University of Texas System ("Board") and their officers and employees as Additional Insured. A Waiver of Subrogation in favor of University and the Board and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements shall be provided to University prior to commencement of any services under this Order.

INVOICES:

Payment of invoices shall not constitute acceptance of the product and/or services and shall be subject to adjustment for errors, shortages, defects in the product and/or services, or other failure of Contractor to meet the requirements of the Order. University may at any time set off any amount owed by University to Contractor against any amount owed by Contractor or any of its affiliated companies to University.

ORDER OF PRECEDENCE:

Terms and conditions of any Order issued by University's authorized company representative(s) shall apply to the extent that they supplement the provisions of this Agreement. In the event there is a conflict between the documents constituting the agreements between the parties, the documents and provisions shall prevail in the following order:

- (a) University's implementing order,
- (b) exhibits of this Agreement, and
- (c) the general terms and conditions of this Agreement.

Notwithstanding the foregoing, in the event that this Order is executed in connection with or pursuant to a master agreement between University and Contractor for purchase of products and/or services by University from Contractor, the provisions of such master agreement shall, unless otherwise expressly agreed in a writing signed by both parties, prevail in the event of a conflict with the terms and conditions of this Order.

PATENTS:

Contractor warrants the material purchased hereunder does not infringe any letters patent granted by the United States and covenants and agrees to save harmless and protect University, its successors, assigns, customers, and users of its product against any claim or demand based upon such infringement, and, after notice, to appear and defend at its own expense any suits at law or in equity arising therefrom.

Contractor understands and agrees that all rights to, title to, and interest in the goods and services rendered by Contractor under this Order (individually the "Work", collectively "Work Materials") will vest in University and any work or development on the Work or Work Materials done by Contractor or any employee of Contractor under this Order shall be deemed to be a work made for hire in the course of the Work rendered under this Order. To the extent that title to any portion of Work or Work Materials may not, by operation of law, vest in University or any Work or Work Materials may not be considered a work made for hire, Contractor hereby irrevocably assigns, conveys, and transfers to University and its successors, licensees, and assigns all rights, title and interest worldwide in and to the Work and Work Materials and all proprietary rights therein, including copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to Work and Work Materials, whether now known or hereafter to become known. In the event Contractor has any rights in Work or Work Materials which cannot be assigned, Contractor agrees to waive enforcement worldwide of the rights against University, its successors, licensees, assigns, distributors, and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by University.

PRICES:

Contractor represents that prices quoted to or paid by University shall not exceed current prices charged to any other customer of Contractor for items that are the same or substantially similar to the articles, taking into account the quality of the articles, and Contractor will forthwith refund any amounts paid by University in excess of such price.

RIGHT TO AUDIT:

At any time during the term of this Agreement and for a period of four (4) years thereafter, The State of Texas, The University of Texas System, UTHSC-H and/or other federal, state and local agencies which may have jurisdiction over this agreement, at reasonable times and at its expense reserves the Right to Audit Contractor's records and books that relate only to this agreement. In the event such an audit by UTHSC-H reveals any errors/overpayments by UTHSC-H, Contractor shall refund

UTHSC-H the full amount of such overpayments within thirty (30) days of such audit findings, or UTHSC-H, at its option, reserves the right to deduct such amounts owing UTHSC-H from any payments due Contractor. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at Contractor's expense within two (2) weeks of written request.

RISK OF LOSS:

Notwithstanding any prior inspection and irrespective of the F.O.B. point name herein, the Contractor shall bear all risks of loss, damage, or destruction on the products called for hereunder until final acceptance by University at destination. Further, the Contractor shall also bear the same risks with respect to any products rejected by University provided, however, that, in either case, the University shall be responsible for any loss occasioned by the gross negligence of its employees acting within the scope of their employment.

SETOFFS: Contractor agrees that University shall have the right to set off against any amounts that may become payable by University to Contractor under this contract or otherwise any amounts that Contractor may owe to University, whether arising under this contract or otherwise.

SEVERABILITY:

The provisions of this Agreement are separate and divisible, and if any court shall determine any provision of this Agreement is void and/or unenforceable, the remaining provision or provisions shall remain.

SPECIFICATIONS:

Products shall be manufactured in accordance with University specifications. No changes in specifications shall take place unless mutually acceptable and agreed to in writing.

NO SUBSTITUTIONS:

Contractor must deliver the products specified in University's Order, without deviation. Contractor is hereby prohibited from providing any substitutions without express written authority from University.

TAXES:

The University of Texas Health Science Center at Houston is a tax exempt State of Texas Agency under Chapter 151, Texas Tax Code and an institution of higher education.

ACCESS BY INDIVIDUALS WITH DISABILITIES:

Contractor represents and warrants ("**EIR Accessibility Warranty**") that the electronic and information resources and all associated information, documentation, and support that it provides to University under this Agreement (collectively, the "**EIRs**") comply with the applicable requirements set forth in Title 1 TAC Chapter 213 and Title 1 TAC Section 206.70 (as authorized by Chapter 2054, Subchapter M, *Texas Government Code*). To the extent Contractor becomes aware that the EIRs, or any portion of the EIRs, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor is unable to do so, then University may terminate this Agreement and Contractor will refund to University all amounts University has paid under this Agreement within thirty (30) days after the termination date.

WAIVER:

University's failure to insist on Contractor's strict performance of the terms and conditions of this Order at any time shall not be construed as a waiver by University for performance in the future.

WARRANTY:

In addition to all warranties established by law, Contractor hereby represents, covenants, certifies, warrants and agrees that:

- A. It will comply with all requirements of this Order.
- B. If Contractor is a corporation or a limited liability company, it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.
- C. If Contractor is a taxable entity as defined by Chapter 171, Texas Tax Code ("**Chapter 171**"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- D. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until the debt or delinquency is paid in full..
- E. In accordance with Section 231.006, Texas Family Code, the individual or business entity named in this Order is not ineligible to receive the award of or payment under this Order and this Order may be terminated and payment may be withheld if this certification is inaccurate.

- F. All goods and services covered by this Order shall conform to the specifications, drawings, samples or other descriptions furnished or adopted by University (collectively "specifications"), and shall be new, merchantable, fit for the purpose intended, of best quality and workmanship, and free from all defects. University shall have the rights of inspection and approval and may reject and return goods or require reperformance of services at Contractor's expense if defective or not in compliance with University's specifications. Defects shall not be deemed waived by University's failure to notify Contractor upon receipt of goods or completion of services or by payment of invoice.
- G. No disclosure, description, or other communication of any sort shall be made by Contractor to any third person of the fact of University's purchase of goods or services hereunder, or of the details and characteristics thereof without University's prior written consent. Anything furnished to Contractor by University pursuant to this Order including without limitation samples, drawings, patterns, and materials shall remain the property of University, shall be held at Contractor's risk, and shall be returned to University upon University's request, and no disclosure or reproduction thereof in any form shall be made without University's prior written consent.
- H. All goods delivered or services provided pursuant to this Order shall conform to standards established for such goods and services by any applicable federal, state, or local laws or regulations, including without limitation those standards promulgated by the federal Occupational Safety and Health Administration (OSHA) and the Texas Hazard Communication Act, Chapter 502, Texas Health and Safety Code.
- I. Use or sale of any goods delivered hereunder, except (with respect to patents) goods produced to University's detailed design, will not infringe any adverse valid patent, copyright, trademark or other intellectual property right.
- J. The price to be paid by University shall be that contained in Contractor's bid, which Contractor warrants to be no higher than Contractor's current prices on orders by others for goods or services of the kind covered by this Order for similar quantities to similar customers under similar conditions. In the event Contractor breaches its warranty, the prices shall be reduced to Contractor's current prices on orders by others or, in the alternative, University may cancel this Order without liability to Contractor.
- K. The foregoing representations, covenants, certifications, warranties and agreements shall survive acceptance of goods and software as well as performance of services hereunder.
- L. Loss of Funding. Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University shall issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
- M. False Claims Act and Whistleblower Protections. The University of Texas Health Science Center at Houston (UTHSC-H) is required by federal law to provide information to all of its Contractors and agents regarding the federal false claims act, administrative remedies for false claims and statements, the state false claims act and whistleblower protections under these laws to assist in detecting fraud, waste and abuse in federal health care programs. Please provide this information to all employees.

A. Federal Law. The federal False Claims Act (31 U.S.C §3729(a)) allows a civil action to be brought against a health care provider who:

- Knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval to any federal employee;
- Knowingly makes, uses or causes to be made or used a false record or statement to get a false or fraudulent claim paid; or
- Conspires to defraud the government by getting a false or fraudulent claim allowed or paid.

B. Remedies.

A federal false claims action may be brought by the U.S Department of Justice Civil Division.

A private individual or *whistleblower*, with knowledge of past or present fraud on the federal government, may sue on behalf of the government to recover civil penalties. This is known as a Qui Tam case.

Violations are punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, plus 3 times the amount of damages which the Government sustains.

The statute of limitations is six years after the date of violation or three years after the date when material facts are known or should have been known by the government, but no later than ten years after the date on which the violation was committed.

C. Texas Law. Texas has a state version of the False Claims Act that is substantially similar to the federal False Claims Act. (See Tex. Hum. Res. Code Ann. § 32.039; Tex. Hum. Res. Code Ann. §§ 36.001-36.008; Tex. Hum. Res. Code Ann. §§ 36.051-36.055; Tex. Hum. Res. Code Ann. §§ 36.101-36.117)

Offenses under the Texas Act are, in general, similar to those of the federal False Claims Act. However, under the Texas False Claims Act, a person may also be liable if he presents a claim for payment under the Medicaid program for a product or service that was rendered by an unlicensed provider or that has not been approved by a healthcare practitioner. Additionally, Texas law provides that the civil penalty is greater for unlawful acts that result in injury to an elderly person, a disabled person, or someone younger than eighteen.

D. Whistleblower Protections. Federal law prohibits an employer from discriminating against an employee in the terms or conditions of his or her employment because the employee initiated or otherwise assisted in a false claims action. The employee is entitled to all relief necessary to make the employee whole. (31 U.S.C. §3730(h)). Texas law also has a whistleblower provision which prevents employers from retaliating against employees who report their employer's false claims.

E. Reporting False Claims. If you are aware of a false claims act violation, the university encourages you to:

Report it to your supervisor for further investigation.

If you are not comfortable doing this or do not see action in response to your report, call the compliance hotline at 1-888-472-9868.

You are not required to report a possible false claims act violation to the university first. You may report directly to the federal Department of Justice or the U.S. Health and Human Services Office of Inspector General Hotline telephone number, 1-800-447-8477 (1-800-HHS-TIPS). The UTHSC-H will not retaliate against you if you inform the university or the federal government of a possible false claims act violation. The University of Texas Health Science Center at Houston has related policies for detecting fraud and abuse in HOOP 2.01 *Standards of Conduct* and the *Standards of Conduct Guide* as well as The University of Texas System Policy- UTS 131. If you have any questions about this information, please call the Office of Legal Affairs and Institutional Compliance at 713-500-3294

AMERICAN RECOVERY AND REINVESTMENT ACT:

This Order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provisions in Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

Limitations:

THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "**LIMITATIONS**"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

Ethics Matters; No Financial Interest:

Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy available at <http://www.uthouston.edu/hoop/policy.htm?id=1447888>, University's Standards of Conduct Guide available at <http://www.uthouston.edu/hoop/standards-of-conduct-guide.htm>, and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.