

Exhibit I
YSU General Terms & Conditions

OVERVIEW: YSU terms and conditions shall be deemed to have been accepted by the Supplier if any of the following occur: (i) shipment of the goods or any portion thereof, (ii) commencement of any work on site or (iii) performance of any services hereunder. Any discrepancies in fulfilling the terms of the Purchase Order must be resolved between the University and supplier prior to the delivery of any service or commodity to the University. Terms and Conditions of existing contracts supersede any conflicting Purchase Order Terms and Conditions that follow. All other Terms and Conditions apply.

1. **GOVERNING LAW:** This Purchase Order and any claims arising in any way out of this Purchase Order shall be governed by the laws of the State of Ohio. Any provisions of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Purchase Order or the performance hereunder, shall be brought only in the Ohio Court of Claims, and contractor hereby irrevocably consents to such jurisdiction.
2. **ELECTRONIC/FACSIMILE TRANSMISSION:** The transmission of this Purchase Order by fax or by other means of electronic transmission shall have the legal significance of a duly executed original delivered to the Supplier.
3. **ORDER CHANGES:** No substitutions, alterations, additions, or deletions are authorized to this order without the written consent of the Procurement Services.
4. **CORRESPONDENCE:** Direct all correspondence with the purchase order referenced to: Email: procure@ysu.edu or Mail to: Youngstown State University, Procurement Services, One Tressel Way, Youngstown, Ohio, 44555.
5. **TAX ISSUES:** Youngstown State University is exempt from State and Federal Tax. Exemption certificate will be furnished upon request and is available on our website at www.ysu.edu/procure.
6. **INVOICES:** Cash discounts are encouraged.

Mail to: Youngstown State University, Accounts Payable, One University Plaza, Youngstown, OH or Email to: acctspay@ysu.edu.
7. **PAYMENT TERMS:** University Purchase Orders are Net 30 days or as specified. The University will endeavor to use discounts for quick payment if applicable.

8. **INSPECTION, ACCEPTANCE, AND PAYMENT:** All goods shall be received subject to University right of inspection/ rejection of non-conforming or defective goods. Those goods not deemed satisfactory as a result of inspection will be held for Supplier inspection at the supplier's risk for a reasonable length of time after which they will be returned to the Supplier at their expense or disposed of. Freight to and from original destination for excess goods, except for customary quantity variations recognized by trade practice, will be paid by the Supplier. Payment for goods/services on University Purchase Orders prior to inspection shall not constitute acceptance of goods/services later received.
9. **TRANSPORTATION CHARGES:** Goods are to be shipped to the University's designated destination best way, preferably F.O.B Destination. If shipping F.O.B Shipping Point, shipping costs are to be pre-paid and added to invoice. No C.O.D. shipment will be accepted. No charge for shipping will be allowed except as stated on the original purchase order without approval of Procurement Services prior to shipment.
10. **ASSIGNMENT:** Neither party shall assign or transfer a University Purchase Order or any interest therein or monies payable there under without the written consent of the other party. Any assignment made without such consent shall be null and void.
11. **TITLE:** The University shall take and assume legal title to the goods based on the F.O.B. indication unless otherwise specified in the Purchase Order.
12. **EQUAL OPPORTUNITY:** Pursuant to Section 125.111 of the Ohio Revised Code, Supplier agrees that he/she and any person acting on behalf of Supplier will not discriminate, by reason of race, creed, color, religion, sex, age, handicap, national origin, and ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this agreement. Supplier further agrees that he/she and any person acting on behalf of Supplier shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Purchase Order on **account of race, creed, color, religion, sex, age, handicap, national origin, Vietnam-era veteran status or ancestry.**
13. **OWNERSHIP CLAIMS:** In the event of any article sold and delivered that shall be covered by any patent, copyright, or application, the Supplier will indemnify and save harmless the University from any and all loss, cost, or expense resulting from any and all claims, suits, or judgments on account of the use or sale of such article in violation of rights under such patent, trademark, copyright, or application.
14. **SAFETY:** The Supplier guarantees that the design and performance of all items being purchased conform with the requirements of application and government health and safety regulations, including regulations administered by OSHA and EPA.

15. **CONFIDENTIALITY:** Supplier and its agents and employees agree to maintain the confidentiality of information and records which state and federal laws, rules and regulations require to be confidential. All information and records made public by state law shall be treated as public information by the Supplier. University records are subject to Ohio Public Records laws.
16. **PERFORMANCE:** The University may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
17. **BUY OHIO:** Section 125.11 (B) of the Ohio Revised Code requires state agencies and universities give preference in their purchasing activities to products that are produced or mined in Ohio, and to bidders that qualify as having a significant Ohio economic presence.
18. **INDEMNIFICATION:** Supplier agrees to indemnify and hold harmless YSU from and against any and all loss, claims, damages, expenses, or liabilities which YSU may incur based upon a breach of any of the terms of this Purchase Order.
19. **SUBJECT TO APPROPRIATION:** It is understood that any and all expenditures of University funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the University determines at any time that the General Assembly failed to continue funding for payments and/or other obligations that may be due hereunder, then the University's obligations under the Purchase Order are terminated as of the date that the funding expired without further obligation of the University.
20. **FINDINGS FOR RECOVERY:** Supplier warrants that it is not subject to any "unresolved" findings for recovery under Section 9.24 of the Ohio Revised Code. If the warranty is deemed to be false, this Purchase Order is void *ab initio* and contractor must immediately repay to the University any funds paid under this Purchase Order.
21. **TERMS AND CONDITIONS RELATING TO FEDERALLY FUNDED PURCHASE ORDERS:** It is understood that by accepting this Purchase Order, the vendor or contractor agrees to comply with the following: the Equal Opportunity Act, Copland "Anti-Kickback" Act, Davis-Bacon Act, contract Work Hours and Safety Standards Act, Clean Air Act, Federal Water Pollution Act, Byrd anti-Lobbying Amendment, and Debarment and Suspension (E.O.s 12459 and 12689). If contractor is found to be in violation of any of these acts, this Purchase Order is void *ab initio* and contractor must immediately repay to the University any funds paid under this Purchase Order.
22. **CERTIFICATION OF COMPLIANCE WITH OHIO'S ETHICS LAWS FOR NONCOMPETITIVE BID CONTRACTS:** Supplier and its agents and employees agree to refrain from conflicts of interest and to comply with Chapter 102 of the Ohio Revised Code, Ohio's applicable public employee ethics laws. By accepting this Purchase Order, Supplier certifies that he/she has complied with this condition.

23. **LOBBYING:** By accepting this Purchase Order, Supplier certifies that Supplier and its agents and employees are following Sections 121.60 to 121.69 of the Ohio Revised Code and Supplier agrees that failure to comply shall be considered as a material breach of this Purchase Order Terms and Conditions.
24. **DRUG FREE WORKPLACE COMPLIANCE:** By accepting this Purchase Order, Supplier agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
25. **MINIMUM INSURANCE COVERAGES AND REQUIREMENTS:** Contractor shall obtain and maintain the minimum insurance coverage set forth in **Exhibit J – YSU Minimum Insurance Requirements**. By requiring such minimum insurance, YSU shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
26. **BENEFITS (if applicable):** Contractor and its agents and employees shall not receive any other compensation or be entitled to sick leave, vacation leave, PERS contribution, life insurance, health insurance, Worker’s Compensation, or any other benefits available to a University employee.
27. **TAXES/HOLD HARMLESS (if applicable):** The University shall not deduct or withhold any federal, state, city or other lawful taxes from any payments made to contractor. Contractor and its agents and employees shall hold the University harmless in the event any claim is made by any taxing authority as a result of its failure to withhold any federal, state, city or other lawful taxes.
28. **RIGHT TO TERMINATE:** YSU reserves the right to terminate this agreement with 30 days prior notice. For reasons other than a breach of this Agreement by the Service Provider, the Service Provider shall be compensated for services performed prior to the effective date of termination. In the event of a termination, due to the failure of the Service Provider to perform in accordance with the terms of this Agreement, the Service Provider shall be compensated only for those services performed in accordance with this Agreement that were provided prior to the termination date, less any damages that may have been sustained by the University and occasioned by the breach of the Service Provider.
29. **MODIFICATIONS OF AGREEMENT:** This Purchase order may only be modified by mutual agreement of the parties and only in writing.

30. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire agreement between the parties for the services set forth in the Purchase Order. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof.
31. **SOC REPORTING REQUIREMENTS:** Service Organizations hosting software services off campus are required to submit a Service Organization Control (SOC) Report type 2 or 3 per the IT Security Manual prior to issuance of the Purchase Order. Such audits shall be performed at least annually during the term of the contract and the report of the audit submitted to YSU. The Contractor shall agree to implement recommendations as suggested by the audits within three months of report issuance at no cost to YSU.
32. **ANTI-BOYCOTTING:** Pursuant to O.R.C. Section 9.76 (B), Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
33. **EMPLOYEE BACKGROUND CHECKS:** Contractor shall comply with YSU employee background check requirements which includes FBI and BCI background screening for all new hires.