26. PERSONAL IDENTIFYING INFORMATION. Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the university for the purpose set forth in this agreement. Contractor expressly acknowledges and agrees that in the event the funds are not appropriated or allocated by state or university for this purpose, WSSU may terminate the order at any time during the period of performance without further obligation to contractor and without contractor recourse of any kind, in law or equity.

27. IRAN DIVESTMENT ACT-CERTIFICATION & ONGOING OBLIGATIONS. Payroll taxes paid on the purchase, lease, or rental of motor vehicles.

28. CHOICE OF LAW. Contractor, in its sole cost and expense, shall be responsible for securing any and all insurance of such type and with such terms and limits as may be reasonably associated with its line of business and its employees. Contractor will make available to WSSU a certificate of insurance for the required coverage.

29. EEO/DEI COMMITMENT. Under no circumstances will WSSU be liable for any loss, damage, or injury arising out of or resulting from the negligent acts or omissions of Contractor, Contractor’s agents, or Contractor’s employees during the performance of this PO.

30. INDEMNITY & REIMBURSEMENT. Contractor, for the work to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Purchasing Officer.

31. ACCESS TO PERSONS & RECORDS. Government and to all political subdivisions of the State. The Iran Divestment Act List is a list published by the North Carolina Department of State treasurer pursuant to the requirements of this Act that identifies persons engaged in investment activities in Iran. By accepting an order from the University, the Contractor certifies that, as of the date of acceptance, it is not on the then-current version of the Iran Divestment Act List. Contractor agrees to not contract with any person with the intent to perform a part of the contractual work. If, at the time the Contractor enters into a subcontract, that person is on the then-current version of the Iran Divestment Act List, Contractor further agrees to notify the Procurement Specialist at any time during the contract term, including any renewal terms, it is added to the Iran Divestment Act List.

32. TRANSMISSION FOR CONVENIENCE. Terminals, delivery and other machines used in connection with the performance of this contract, the name of WSSU, or the name of the State of North Carolina as part of any commercial advertising without prior approval.

33. TERMINATION FOR CAUSE & CANCELLATION. WSSU may terminate this contract for cause without further obligation to contractor for any material breach of the terms and conditions governing contractor’s performance under this order. WSSU may terminate this contract in whole or in part at any time in writing, without notice, and in its sole discretion and in any manner it deems to be necessary for the performance of the contractor's duties and responsibilities under this contract. WSSU may also refer the matter for further investigation or prosecution.

34. SUBCONTRACTING. Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage, or shipment.

35. INVOICE & PAYMENT. Contractor acknowledges and agrees that in the event the funds are not appropriated or allocated by state or university for this purpose, WSSU may terminate the order at any time during the period of performance without further obligation to contractor and without contractor recourse of any kind, in law or equity.

36. PAYMENT. Contractor agrees not to use the existence of this contract, the name of WSSU, or the name of the State of North Carolina as part of any commercial advertising without prior approval.

37. AMENDMENTS. Any freight or postage charges on invoices are subject to authentication, and overcharges are refundable to WSSU or deductible from invoices. The work to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Purchasing Officer.

38. CHOICE OF LAW. This document shall constitute the Contract between contractor and WSSU.

39. CONTRACT. Contractor will not knowingly assign any individual to provide Services who has a history of unacceptable criminal conduct, including violent or sexual offenses. Contractor will provide a List of all individuals who may be assigned to perform Services, and (b) have an appropriate criminal background screening performed in line with WSSU standards for employment, concerning each individual. Contractor will acknowledge and agree that in the event funds are not appropriated or allocated by state or university for this purpose, WSSU may terminate the order at any time during the period of performance without further obligation to contractor and without contractor recourse of any kind, in law or equity.

40. SUBCONTRACTING. The work to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Purchasing Officer.

41. BACKGROUND CHECK. The work to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Purchasing Officer.

42. CONTRACT. Contractor agrees not to use the existence of this contract, the name of WSSU, or the name of the State of North Carolina as part of any commercial advertising without prior approval.

43. AMENDMENTS. Any freight or postage charges on invoices are subject to authentication, and overcharges are refundable to WSSU or deductible from invoices. The work to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Purchasing Officer.

44. SUBCONTRACTING. The work to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Purchasing Officer.