

PURCHASE ORDER TERMS AND CONDITIONS

1. Entire Agreement:

(a) This Purchase Order including any addenda, sets forth the entire agreement relating to the purchased products or services (hereinafter "Deliverables") and merges all prior understandings, agreements or documents. Except as provided in paragraph 1(b) below, amendments to any provision must be in a written addendum executed by a duly authorized representative of the party to be bound thereby. Any additional, different or inconsistent provision proposed by SUPPLIER shall be deemed of no force and effect unless this Purchase Order shall have been amended as provided in the preceding sentence. VANDERBILT rejects any such additional, different, or inconsistent provisions. This Purchase Order is binding upon SUPPLIER and deemed accepted by SUPPLIER when SUPPLIER acknowledge receipt of a copy of the Purchase Order or begins performing, whichever is earlier. VANDERBILT's failure to enforce any provision shall not waive its right subsequently to enforce such provision.

(b) VANDERBILT reserves the right, upon written notice, to change at any time any drawings, specifications or instructions provided by it. If such changes affect the cost of furnishing the products or services, the price of such items shall be equitably adjusted by mutual agreement. SUPPLIER shall present claims for adjustment in writing within ten (10) days of receiving VANDERBILT's change notice.

(c) If this Purchase Order is issued to implement a separate agreement, such as a professional services agreement, the terms and conditions of the Purchase Order shall govern and control over any different or inconsistent terms of the separate agreement, unless the separate agreement specifically provides that it controls over any different or inconsistent terms of this Purchase Order.

2. (a) Price: EXCEPT AS PROVIDED ON THE FACE HEREOF, each specified price is complete and includes all costs and charges to be borne by VANDERBILT. SUPPLIER represents that the price charged (exclusive of transportation or shipping charges) is the lowest price charged by SUPPLIER to other customers in substantially similar transactions. Any price reductions made by SUPPLIER after placement of this Purchase Order, but prior to VANDERBILT's acceptance of the delivered items, will be applicable to this Purchase Order.

(b) Taxes. SUPPLIER's invoice to VANDERBILT shall include all applicable taxes resulting from this Purchase Order. Such taxes shall not include taxes based on SUPPLIER's income. VANDERBILT represents that it is a non-profit corporation and is exempt from sales and use taxes in the State of Tennessee and various other states and, therefore, at least with respect to sales in Tennessee, invoices should not include sales or use taxes. VANDERBILT'S sales and use tax exemption certificate number is **431938560**.

(c) Packing: EXCEPT AS PROVIDED ON THE FACE HEREOF, SUPPLIER shall pack, mark and prepare all shipments to meet the carrier's requirements at SUPPLIER's expense. All packing and containers shall conform to applicable laws and regulations related to the safety of the products, persons and property. No charges to VANDERBILT shall be allowed for packing, cartage, unloading, assembling or installation unless specified on the face hereof.

(d) Shipping: EXCEPT AS OTHERWISE PROVIDED ON THE FACE HEREOF, THE PRODUCTS OR SERVICES ARE PURCHASED F.O.B. VANDERBILT'S DELIVERY LOCATION DESIGNATED ON THE FACE HEREOF. ITEMS PURCHASED F.O.B. SUPPLIER'S SHIP POINT SHALL BE SHIPPED THE LEAST EXPENSIVE WAY BY SUPPLIER, UNLESS OTHERWISE INSTRUCTED BY VANDERBILT.

Shipment and delivery shall be made in accordance with the instructions set forth on the face hereof. Absent such instructions, delivery shall be made within ten (10) days of the date of this Purchase Order. SUPPLIER will guaranty the shipment or performance dates agreed upon in this Purchase Order. SUPPLIER will be liable for any damages caused by any delay in delivery or performance. SUPPLIER will notify VANDERBILT promptly if SUPPLIER cannot fill this Purchase Order or if shipment or performance is delayed or may be delayed for any cause whatsoever.

SUPPLIER shall declare replacement value on all parcel post shipments and shall obtain transit insurance on all other shipments. SUPPLIER shall be responsible for asserting claims for loss or damage against the carrier(s) involved.

(e) Risk of Loss. Title and risk of loss shall pass from SUPPLIER to VANDERBILT upon receipt by VANDERBILT at VANDERBILT's delivery location designated on the face hereof. SUPPLIER shall obtain and maintain



adequate insurance covering the products during shipment and delivery and shall provide VANDERBILT proof of such insurance upon request.

(f) Acceptance and Payment. Except as otherwise provided on the face hereof or in supporting documents, VANDERBILT may inspect either before or after delivery but regardless of any earlier inspection and testing, acceptance shall be final only after a final inspection/testing within a reasonable time after the products or services are received at the delivery location designated on the face hereof. Rejected items will be held or returned at SUPPLIER's risk without a formal replacement order. VANDERBILT's inspection/testing shall not relieve SUPPLIER or any responsibility for latent defects or from the warranties herein or in any other document containing warranties in favor of VANDERBILT. Payment shall not be due until VANDERBILT'S final acceptance of the products or services, unless otherwise stated in the Purchase Order. The payment terms shall be forty-five (45) days from the date of the invoice. Payment prior to final inspection shall not constitute final acceptance. SUPPLIER agrees that SUPPLIER will not invoice VANDERBILT and VANDERBILT shall not be obligated to pay any invoices submitted more than 180 days after the delivery of the products or services to VANDERBILT.

(g) Withhold Payment. VANDERBILT may withhold payment to SUPPLIER in order to protect VANDERBILT from loss arising out of the Deliverables as allowed by applicable law, including without limitation, loss arising out of the following: a) defective equipment, materials, products, services, or work, which is not remedied; b) claims filed by third parties relating to the Deliverables; or c) damages to VANDERBILT or another person or entity caused by SUPPLIER.

(h) Technical Support. SUPPLIER shall provide appropriate and trained technical support as necessary to ensure proper installation, commissioning, and use of all products or services, including without limitation, operator's or other training or product manuals.

3. Cancellation:

(a) Time is of the essence. Without prejudice to any of its other rights, VANDERBILT reserves the right to cancel this Purchase Order in whole or in part and to purchase elsewhere and charge SUPPLIER for any increases, costs or expenses, if SUPPLIER fails to make complete and timely delivery as provided herein.

(b) VANDERBILT may, with or without cause, suspend and/or terminate this Purchase Order (to the extent delivery or performance has not occurred), in whole or in part, effective upon SUPPLIER's receipt of written notice from VANDERBILT. VANDERBILT may suspend and/or terminate, in whole or in part, this Purchase Order without prior notice to SUPPLIER, effective upon VANDERBILT's discovery (i) that SUPPLIER has breached this or any other purchase order of VANDERBILT or (ii) that SUPPLIER's Deliverables do not otherwise conform to the applicable specifications, drawings or instructions provided by VANDERBILT.

(c) Non-Exclusivity. This Purchase Order is a non-exclusive offer by VANDERBILT to buy Deliverables from SUPPLIER. VANDERBILT is free to contract with any other supplier for products or services that are similar or identical to the Deliverables.

4. Compliance With Laws: SUPPLIER shall comply with and warrants that it is in compliance with all applicable federal, state and local laws, regulations and standards relating to the design, manufacture, testing, labeling, sale and transportation of the supplies or items, and provision of the services, purchased hereunder. SUPPLIER shall comply with and warrants that it is in compliance with all applicable Federal, state and local laws, as amended, including 41 CFR 60-1.4, 41 CFR 60-250.4 and 41 CFR 60-741.4, with respect to nondiscrimination in employment on the basis of race, religion, color, national origin or sex, equal opportunity, affirmative action, disability, and employment of disabled veterans and veterans of the Vietnam era. To the extent that this Purchase Order constitutes a subcontract under a Federal prime contract, SUPPLIER shall comply with Federal Acquisition Regulation 52.203-7, Anti-Kickback Procedures, with the exception of subparagraph (c)(1) thereof. SUPPLIER shall report any known or suspected violation of the Federal False Claims Act or the Tennessee False Claims Act (collectively referred to as the "FCA") to VANDERBILT.

If SUPPLIER is providing any items, data, or services under this Purchase Order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (ITAR) or Department of Commerce, Bureau of Industry and Security, Export Administration Regulations (EAR), SUPPLIER must notify VANDERBILT via email (vec@vanderbilt.edu) and receive prior authorization from Vanderbilt University Export Compliance (VEC) before delivery. The notification provided by SUPPLIER shall include the name of the VANDERBILT point of contact, details for each controlled commodity, associated USML Category, if ITAR, or Export Control Classification Number (ECCN), if EAR, and indicate how the determination was reached, whether by the manufacturer, through self-classification, a commodity jurisdiction, Commodity Classification Automated Tracking System (CCATS), etc. SUPPLIER agrees that if it fails to notify VANDERBILT that it is providing controlled items, data, or services, it shall reimburse VANDERBILT for any fines, legal



costs, and other fees imposed by the above named regulatory agencies for any violation of export controls regarding the provided items, data, or services.

5. Federal Awards and State Grants: In addition to other provisions contained herein, all purchases by VANDERBILT under a Federal award shall contain the provisions set forth in Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contracts under Federal Awards, which is incorporated by reference and available on the eCRF website: Contract Provisions for Non-Federal Entity Contracts under Federal Awards or https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200#ap2.1.200_1521.ii. All purchases under any grant from the State of Tennessee shall contain the provisions set forth in the Addendum for Project Funded by the State of Tennessee, which is incorporated by reference attached as Exhibit A.

6. Indemnification: Notwithstanding any terms or conditions of this Purchase Order to the contrary, SUPPLIER agrees at its own expense to indemnify, defend, and hold harmless VANDERBILT from and against any and all liability, loss, damage, expense, claims and demands of every kind and character, including reasonable attorneys' fees and costs, arising out of the design (to the extent not designed by VANDERBILT), manufacture, transportation, installation, delivery, purchase or use by VANDERBILT of the products or services purchased hereunder, including without limitation, any claim that the manufacture, use, sale or resale of any products goods supplied under this Purchase Order infringes any patent, patent rights, or intellectual property rights of others.

7. Personal Injury and Property Damage Indemnity. SUPPLIER agrees at its own expense to indemnify, defend, and hold harmless VANDERBILT from and against any and all liability, loss, damage, expense, claims and demands of every kind and character, including reasonable attorneys' fees and costs, for injury or death to person or damage to property, (hereinafter referred to as "damage claims"), arising out of or in connection with the negligent acts or omissions or fault of the SUPPLIER, its officers, directors, employees, agents and representatives.

8. Insurance. Unless otherwise agreed, during the term of this Agreement, SUPPLIER shall maintain the following insurance coverages with limits not less than the amount specified, and, if subcontracting is permitted, SUPPLIER shall require its subcontractor(s) to maintain similar insurance coverage whenever subcontractor's personnel are upon VANDERBILT's premises:

(a) Worker's Compensation with statutory limits and Employer's Liability with limits of \$500,000 per accident, \$500,000 per illness per employee, and \$500,000 per illness aggregate.

(b) Commercial General Liability with a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate covering bodily injury and tangible property damage (excluding money and securities) claims and including products and completed operations, and contractual liability. If SUPPLIER's services involve access to and/or care or supervision of minors under 18 years old who are not VANDERBILT-enrolled students, SUPPLIER's Commercial General Liability coverage includes sexual abuse and molestation coverage with the above limits or SUPPLIER has equivalent coverage under a separate policy.

(c) Automobile liability insurance (including owned, non-owned, and hired vehicles) with limits as required by law or with a combined single limit for bodily injury, death, and property damage of not less than \$1,000,000 per occurrence, whichever is greater.

(d) Umbrella/Excess Liability with a \$5,000,000 per incident and shall be excess of coverages Commercial General Liability and Automobile Liability.

(e) Network Security/Privacy Liability (Cyber Liability) in an amount not less than \$5,000,000 per occurrence.

(f) Professional Liability with a limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. If such coverage is provided under a claims-made basis, coverage must include tail coverage of at least three (3) years after expiration of this agreement or the duration of the applicable statute of limitations applying to the negligent act, whichever is longer.

VANDERBILT shall be included as an additional insured on the General Liability and Auto Liability policies. The following wording should be used:



VANDERBILT, for the benefit of itself and its affiliated entities and their respective officers, directors, employees, representatives, and agents, are named additional insureds. The liability coverages shown on this certificate are primary, non-contributing, and contain waivers of subrogation against any coverage held by VANDERBILT.

SUPPLIER shall furnish VANDERBILT with certificates of insurance, which provide sufficient information to verify that SUPPLIER has complied with these insurance requirements.

9. Waiver of Consequential Damages. The parties agree to waive all claims against the other for indirect, incidental, punitive, or consequential damages that may arise out of or relate to this Purchase Order. This paragraph shall not be construed to preclude contractual provisions for liquidated or delay damages when such provisions relate to this Purchase Order. This provision shall not limit or restrict any available insurance or the SUPPLIER'S indemnification obligation under this Purchase Order.

10. Quantity. SUPPLIER may supply only the quantity stated on the face hereof, any trade custom to the contrary notwithstanding without the explicit prior approval of VANDERBILT. Any excess shall be returnable at SUPPLIER's expense, but VANDERBILT shall not be required to return such excess nor shall VANDERBILT be liable for the care of any excess or for its value or for any damage resulting to such excess. VANDERBILT's count shall be accepted as correct as to the quantity it received.

11. Warranties: SUPPLIER warrants that:

- (a) Immediately prior to sale it had good title to the products or services, free from any lien or encumbrance unless otherwise specified;
- (b) The products or services conform to the requirements of this Purchase Order, including any drawings or specifications herein incorporated and any samples furnished by VANDERBILT or SUPPLIER;
- (c) The products or services are new, of good and merchantable quality, free from defects (including latent defects) in design, material and workmanship and are fit and suitable for the purposes for which they are intended;
- (d) The services are performed in a good and professional manner consistent with applicable industry standards;
- (e) No product or service provided hereunder infringes, separately or in combination with other materials or processes, any intangible rights of others. And
- (f) SUPPLIER is an independent contractor.

The warranties provided in this Purchase Order are in addition to all other warranties, expressed or implied, and survive any delivery, inspection, acceptance or payment. All warranties shall run to and be enforceable by VANDERBILT, its successors, assigns, clients and third parties injured in person or property by any breach thereof. All warranties run from the date of final acceptance by VANDERBILT. SUPPLIER'S warranties survive VANDERBILT's inspection, testing, acceptance, payment, and use of the Deliverables.

12. Confidentiality Obligations of Supplier. Unless VANDERBILT advises SUPPLIER to the contrary, SUPPLIER shall treat any information including without limitation, financial, strategic, marketing, surveys, organizational, technical, client, faculty, staff, student and other sensitive information furnished by VANDERBILT to SUPPLIER as "Confidential Information". Confidential Information shall include not only written information but also information transferred orally, visually, electronically or by any other means, as well as any compilations, interpretations, notes, analyses and summaries thereof. SUPPLIER shall limit access to the Confidential Information to SUPPLIER's personnel or subcontractors assigned to VANDERBILT hereunder and shall not use, copy, or remove any Confidential Information from VANDERBILT's premises except to the extent necessary to carry out the purposes of this Purchase Order, without the prior written consent of VANDERBILT. Upon completion or termination of this Purchase Order, SUPPLIER shall return to VANDERBILT all documents or other materials, which contain VANDERBILT Confidential Information and destroy all copies thereof.

Confidentiality Exceptions. Confidential information shall not include, and these confidentiality obligations shall not operate as a restriction on SUPPLIER's right to use, disclose, or otherwise deal with information which:



- a. is or becomes generally available to the public through no wrongful act of SUPPLIER;
- b. was in SUPPLIER's possession prior to the time it was acquired from VANDERBILT and which was not directly or indirectly acquired from VANDERBILT;
- c. is independently made available as a matter of right to SUPPLIER by a third party;
- d. is required to be disclosed, in the opinion of SUPPLIER's legal counsel, by court order or operation of law; or
- e. is independently developed by or for SUPPLIER by persons not having exposure to VANDERBILT's Confidential Information not excepted above.

Period of Confidentiality. SUPPLIER's obligations of confidentiality regarding VANDERBILT's Confidential Information shall survive the expiration of this Purchase Order.

13. Intellectual Property of Vanderbilt: All right, title, and interest worldwide in any tangible work product or deliverable created by SUPPLIER in the course of performing this Purchase Order shall be the sole and exclusive property of VANDERBILT. It is the express intent of the parties that all Work Product or deliverables created by SUPPLIER hereunder shall be work made for hire as defined in United States copyright law, 17 U.S.C. § 101 et. seq. If for any reason SUPPLIER's work product or deliverables are deemed not to constitute work made for hire, SUPPLIER hereby assigns to VANDERBILT all right, title, and interest worldwide in and to the work product and deliverables, royalty free, since it is the express intent of the parties that VANDERBILT be the sole party with the right to exploit SUPPLIER's work product and deliverables. As used in this Purchase Order, "Work Product" shall mean all materials, inventions, ideas, research results, information, improvements, works of authorship, and any other work product created, developed, made, conceived, reduced to practice or delivered by SUPPLIER in connection with this Purchase Order, in whole or in part, solely or in collaboration with others, including without limitation, the Deliverables, and all intermediate and partial versions thereof, as well as all program materials, flow charts, notes outlines, and the like created in connection therewith; and "Intellectual Property Rights" shall mean all copyrights, trademarks, trade secrets, know-how, patents, patent applications, continuations, continuations in part, divisions, reissues and extensions, all foreign counterparts, mask work rights and all other proprietary and intellectual property rights throughout the world.

14. Remedies: If any product or service fails to conform to any warranties specified herein or otherwise applicable, SUPPLIER shall, upon VANDERBILT's request (even if acceptance has been made by VANDERBILT) credit, replace or refund to VANDERBILT any payment already made or, at VANDERBILT's option, repair, replace, or reperform such item at SUPPLIER's expense. VANDERBILT shall have the right to reject a portion of the items purchased or services and its partial acceptance of the balance shall not be deemed a waiver of any of the VANDERBILT's other rights or claims. These remedies are not intended to be exclusive and are in addition to all other remedies available under law.

15. Choice of Law / Venue: The internal laws of the State of Tennessee shall govern this Purchase Order. If any provision shall be deemed invalid or unenforceable, the parties intend that all other provisions shall remain unimpaired and unaffected thereby. The headings used are for convenience only and shall not affect the construction of this Purchase Order. The exclusive jurisdiction for any litigation arising out of this Purchase Order shall be the state or federal courts for and in Nashville, Tennessee.

16. Use of Vanderbilt Name: SUPPLIER shall not use VANDERBILT's name, logos or trademarks in any marketing and/or advertising media without prior written approval from the Vanderbilt Office of Trademark Licensing at VANDERBILT'S sole discretion.

17. Gifts/Gratuities: SUPPLIER shall refrain from offering any gratuity or other thing of value, either directly to VANDERBILT personnel, or indirectly to any persons with which the Vanderbilt employee may have personal, business or financial ties.

18. Diversity and Small Business Program: Subject to Section 20, VANDERBILT supports providing business opportunities at VANDERBILT for small businesses and diversity-owned companies and encourages SUPPLIER to contract with small and diversity-owned businesses.

19. Background Check: Background checks are required for all contractors, consultants and suppliers that perform services for VANDERBILT at VANDERBILT's facilities in accordance with VANDERBILT'S Contractor Background Check Policy.



20. Non-Assignment: This Purchase Order and the rights or duties arising hereunder may not be assigned, nor may the work contemplated be subcontracted without VANDERBILT's prior written consent.

21. Delayed Delivery. Orders not fulfilled within 6 months from order date are null and void unless otherwise noted in the body of the Purchase Order.

22. Attorneys' Fees: VANDERBILT shall be entitled to recover from SUPPLIER its attorneys' fees and all related costs and expenses incurred in seeking to enforce these terms and conditions or in defending any claims by SUPPLIER upon which VANDERBILT prevails which arise out this Purchase Order.

23. It is expressly understood and agreed by SUPPLIER that none of VANDERBILT's covenants, undertakings or agreements herein are made or intended as personal covenants, undertakings or agreements by any of the administration or employees from time to time of VANDERBILT, and any liability of VANDERBILT for damages or break or nonperformance or otherwise arising under or in connection with this Purchase Order is hereby expressly waived by SUPPLIER against each and every one of the employees of VANDERBILT from time to time personally and individually, and in such instance SUPPLIER shall look solely to VANDERBILT and its assets and not to any individual administrators or employees, or any individual administrator's or employee's assets for discharge of any such liability.

EXHIBIT A
ADDENDUM FOR PROJECTS FUNDED BY
THE STATE OF TENNESSEE

To the extent any Schedule is funded by the State of Tennessee the following provisions are part of the terms and conditions that govern any services or work performed for such Schedule.

1. **Conflicts of Interest.** Consultant warrants that no part of the fees or compensation paid to Consultant shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Consultant in connection with any work contemplated or performed relative to such Schedule.

Consultant acknowledges, understands, and agrees that such Schedule shall be null and void if the Consultant is, or within the past six months has been, an employee of the State of Tennessee or if the Consultant is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

2. **Lobbying.** The Consultant certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the applicable Schedule was made or entered into and is a prerequisite for making or entering into such Schedule imposed by 31 U.S.C. § 1352.

3. **Nondiscrimination.** The Consultant agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of such Schedule or in the employment practices of the Consultant on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Consultant shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4. **Public Accountability.** If the Consultant is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if such Schedule involves the provision of services to citizens by the Consultant on behalf of the State, the Consultant agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Consultant shall also display in a prominent place, located near the passageway through which the public enters in order to receive supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Granting State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Consultant, provide Consultant with any necessary signs.



5. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Consultant in relation to such Schedule shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Consultant in relation to Schedule shall be approved by the Vanderbilt and the State.

6. **Records.** The Consultant and any approved subcontractor shall maintain documentation for all charges under such Schedule. The books, records, and documents of the Consultant and any approved subcontractor, insofar as they relate to work performed or money received under such Schedule, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Granting State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Consultant shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Consultant shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Consultant shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Granting State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.