

The Medical College of Wisconsin, Inc  
**Purchase Order Terms and Conditions, Supplemental Terms**

1. **Notice.** Notice shall be considered given when deposited in the United States mail, addressed and postage prepaid.
2. **Waiver.** No instance of waiver of claim or right by a party arising out of a breach of any MCW PO/Contract shall constitute waiver of additional claims or rights by that party hereunder.
3. **Promotional Advertising / News Releases.** Seller shall not, without first obtaining MCW's written consent, disseminate the subject matter of any PO/Contract, except as is necessary for the performance of the PO/Contract. Seller agrees that they will not use any promotional or marketing material which states expressly or impliedly that MCW endorses either the Seller or any party related to the Seller with respect to its products, services or performance related to the PO/Contract. News releases pertaining to this PO/Contract shall not be made without prior approval of MCW. Release of broadcast e-mails pertaining to this PO/Contract shall not be made without prior written authorization of MCW.
4. **Severability.** If any term or provision of an MCW PO/Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of the PO/Contract shall be interpreted as if such invalid term or provision were not contained therein.
5. **Total Liability.** MCW shall not be bound by any provision that attempts to limit, define or eliminate the liability of Seller to MCW, including provisions that limit the type of damages MCW may claim or that amount of damages that MCW may recover. Such liability shall be determined by applicable law (the Uniform Commercial Code or such other substantive law as may apply).
6. **Independent Capacity of Contractor:** Both parties agree and stipulate that in performing any MCW PO/Contract, the Seller is acting as an Independent Contractor and no relationship of employer and employee, partnership or joint venture is created by the PO/Contract. Supplier and Supplier Personnel are not employees of MCW and are not entitled to tax withholding, Worker's Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Supplier shall not have any authority to enter into any contract or agreement to bind MCW and shall not represent to anyone that Supplier has such authority.
7. **Assigned Personnel.** MCW reserves the right to interview and approve any personnel assigned by Seller, its agent(s) or contractor(s) pursuant to an MCW PO/Contract. Seller shall at all times be liable and responsible for such individuals and their acts and omissions. Should MCW in its sole discretion become unsatisfied with assigned personnel, MCW may request a replacement and Seller shall replace or cause replacement of the assigned personnel at no additional cost to MCW. MCW retains the right to interview and approve any subsequent personnel to provide services under any MCW PO/Contract.
8. **Reports.** Seller shall provide reports requested by MCW regarding the subject matter of an MCW PO/Contract at mutually agreed-upon intervals.
9. **Student Data.** Any data owned, controlled and/or maintained by MCW that is subject to state or federal privacy laws, including but not limited to HIPAA/HiTECH and FERPA, shall be handled at all times in accordance with all applicable laws and regulations, and MCW policies and procedures. Seller, its agents and contractors who have access to such data in connection with an MCW PO/Contract shall comply with MCW policies, procedures and applicable laws regarding such data, and shall treat the same with the confidentiality and protection afforded its own confidential information, but no less than industry standard for the data in question.
10. **Record and Audit:** MCW reserves the right to audit, review, examine, copy, and transcribe any pertinent records or documents held by the Seller related to any PO/Contract. The Seller shall retain all applicable documents for a period of not less than five years after the final PO/Contract payment is made. MCW reserves the right to inspect any facilities used to support this PO/Contract. The Supplier is responsible for keeping accurate and reasonable records related to its performance and obligations under this Contract. In particular, records will be kept documenting any price, cost or budget computations required under the PO/Contract.
11. **Subcontractors.** If Seller engages a subcontractor, the subcontractors must abide by all terms and conditions of this PO/Contract. Seller shall be responsible for contract performance when subcontractors are used, as well as the subcontractors' acts and omissions.
12. **Counterparts.** Any contract may be executed in one or more counterparts and transmitted electronically, all of which together shall be one instrument and all of which shall be considered to be duplicate originals.
13. **Irreparable Harm.** It is mutually agreed the breach of this PO/Contract on Seller's part shall result in irreparable and continuing damage to MCW for which money damages may not provide adequate relief. MCW reserves the right to seek injunctive relief in addition to any remedies otherwise available to it under law.
14. **Intellectual Property of MCW.** Seller acknowledges and agrees that this PO/Contract does not grant Seller any intellectual property rights to MCW's (or its employees' or students') intellectual property, including but not limited to copyrights, trademarks, patents, inventions, and know-how.
15. **Confidential Information.** Any information provided by a party to the other party pursuant to an MCW PO/Contract which a reasonable person would consider to be confidential ("Confidential Information") shall be treated as such by the receiving party and afforded all the protections applied to the receiving party's own confidential information, but in no event less than industry standard protections. Within thirty (30) days of termination or expiration of an MCW PO/Contract, the receiving party shall return to the disclosing party all of the disclosing party's Confidential Information in the receiving party's possession, and/or shall permanently destroy the same and provide certification of such destruction to the disclosing party. The receiving party shall be permitted to keep one copy of the Confidential Information upon written permission from the disclosing party or if required to do so by law. The receiving party shall protect any such Confidential Information kept by it pursuant to this section as it does its own confidential information, but no less than what is industry standard.
16. **MCW Orders.** All orders placed by MCW shall receive contract pricing and/or discounts.
17. **Refund of Credits:** The Seller agrees to pay MCW within 60 days, at MCW's request, any credits resulting from the order which MCW determines cannot be applied to future invoices
18. **Compliance with Laws.** Seller shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in effect during the period of the PO/Contract. Upon request, Seller shall verify in writing that the Articles were produced in compliance with and meet all applicable requirements and standards of the Fair Labor Standards Act and the regulations and orders of the U.S. Department of Labor issued thereunder and the Occupational Health and Safety Act, and applicable affirmative action laws.
19. **Assignment.** Neither party shall assign this PO/Contract or any interest herein without the other party's prior written consent. Seller shall not subcontract any of the services to be provided under this PO/Contract without the prior written approval of MCW.
20. **Debarred Contractors.** MCW reserves the right to cancel the PO/Contract if the Seller is a federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.