b) Ing in or before delivery of the Articles purchased hereunder, furnish to Buyer a Certificate of Insurance evidencing each of the forgoing coverages and limits.

c) Seller shall defend and hold harmless Buyer, its officers, directors, agents and employees, for any defense, determination of such claim, or any damages, losses, (including the cost of any Articles lost by sale, condemnation, or voluntary recall), actions, and proceedings brought by the United States of America or any state or local government or any agency or instrumentality thereof by reason of any claim or findings by said public authority that any such Articles are not as herein guaranteed.

5) AFFIRMATIVE ACTION NOTICE: Sellers and Subcontractors are notified that they may be subject to the provisions of 41 CFR §§ 60-1.4, 60-250.4 and 60-741.4 with respect to affirmative action program and plan requirements.

6) TERMINATION:

a) Buyer may terminate this order, in whole or in part without liability to Buyer, if deliveries are not made at the time or place specified therein or in the event of a breach or failure of any of the other terms or conditions hereof.

b) Buyer may terminate this order in whole or in part, at any time for its convenience, by notice to Seller in writing. On receipt by Seller of such notice, Seller shall, and to the extent specified therein, stop work hereunder and the placement of subcontract outstanding hereunder, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Any termination claim must be submitted to Buyer within sixty (60) days after the effective date of the termination.

c) Any termination by Buyer, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller.

d) Buyer shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer on request all books, records, and papers relating thereto.

7) COMPLIANCE WITH LAWS: Seller warrants and guarantees to Buyer that both the Seller and the Articles comply with all federal, state and local laws, regulations, rules, declarations, interpretations and orders issued thereunder. Seller is specifically advised that federally funded transactions may be subject to special requirements including but not limited to the following:

a) Copeland "Anti-kickback" Act
b) David Bacon Act
c) Contract Work Hours and Safety Standards Act
d) 45 CFR §2543.85 and 37 CFR Part 401 (right of federal government to inventions made under federal contracts)
e) Byrd Anti-Lobbying Amendment

8) CONTROLLING LAW, VENUE AND JURISDICTION: This order and the performance of the parties hereunder shall be controlled and governed by the laws of the State of Florida and the parties hereby submit to the jurisdiction of the state and federal courts in the State of Florida. The parties have selected Hillsborough County, Florida as the sole and exclusive venue for any proceedings brought in connection with this order.

9) GENERAL: All warranties shall be construed as conditions as well as warranties. No waiver of a breach or any provision of this order shall constitute a waiver of any other breach or provision. No modification of or change in, or departure from, or waiver of the provisions of this order shall be valid or binding unless approved by Buyer in writing. This order shall constitute the entire agreement between the parties and supersedes any other written or oral agreements or understandings between the parties. The terms and conditions are incorporated into any order or contract for the Article or services and Seller expressly agrees that any terms or conditions inconsistent with those set forth herein are null and void.

10) ASSIGNMENT: To the extent that any work is not recognized as a work-for-hire, Seller will assign, transfer and convey to Moffitt without reservation, all of Seller's right, title and interest throughout the universe in perpetuity in any work, including without limitation, all rights of copyright and copyright renewal in said work or any part thereof. Seller will take whatever steps and do whatever acts Moffitt requests, including, but not limited to, assisting Moffitt or its representatives in filing applications to register claims of copyright in such works. Seller will not reproduce, distribute, display publicly, or perform publicly any such work without the written permission of Moffitt.

11) USE OF BUYER’S NAME: Seller shall not use the name “H. Lee Moffitt Cancer Center and Research Institute” nor any variation or adaptation thereof, nor any trademark, trade name or other designation or names of any of its trustees, officers, faculty, students, employees or agents, for any purpose without the prior written consent of Buyer.