



Purchase Order Number: [insert p.o. number]

To: [insert Vendor, contact name, address & contact number]

Ship To: [insert College Board, contact name, address & contact number]

Send Invoice To: [insert College Board, contact name, address & contact number]

Purchase Order Date: [insert date]

Requested Delivery Date: [insert date]

Payment Terms: [2% Net 10 or Net 45]

<u>P.O Line No.</u>	<u>Item No.</u>	<u>Catalog No.</u>	<u>Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Total</u>
							Subtotal
							Shipping and handling
							Use Tax
							Other
							Total

Comments:

Purchase Order Currency U.S. Dollars

Additional Contacts:

Invoice by mail:

This Purchase Order is subject to the following instructions, terms and conditions.

- Under no circumstances is the amount of this Purchase Order to be exceeded without prior approval of the College Board.
- The College Board Purchase Order number must appear on all invoices, delivery memoranda, bills of lading, packages and correspondence.
- Address all communication concerning this Purchase Order to the College Board.
- This Purchase Order will be cancelled after one (1) year after the date of issuance. All deliveries and payments must be made before the Purchase Order cancels.
- Vendor shall furnish the goods and/or services listed on this Purchase Order in conformity with the terms and conditions set forth in the existing contract between the College Board and Vendor. In the event such contract does not exist, then Vendor shall furnish the goods and/or services listed on this Purchase Order in conformity with the terms and conditions set forth in the College Board Standard Terms and Conditions for goods or services, as applicable, located at [\[insert link\]](#). Any vendor issued ordering document is superseded by the College Board Standard Terms and Conditions.
- All invoices must be itemized as to quantities and all pertinent data relating to description of items shipped. Each invoice must show the Purchase Order number and point of delivery. Bill only those materials being shipped. Do not anticipate shipments. Invoices must show itemized transportation charges.

The College Board is an equal opportunity employer.

COLLEGE BOARD STANDARD TERMS AND CONDITIONS FOR GOODS

1. Goods: Goods to be delivered shall be in accordance with the terms, prices, delivery time, specifications, and conditions as itemized on this Purchase Order. No substitution of goods or change of any nature shall be made without prior written authorization of the College Board. If you cannot fill this Purchase Order as specified, please notify the College Board.
2. Price Changes: The College Board accepts the prices as recorded on this Purchase Order but reserves the right to cancel the Purchase Order if the prices are to be increased prior to the delivery of goods. Therefore, do not fill this Purchase Order at increased prices without written authorization from the College Board. No separate changes, except those clearly recorded on this Purchase Order can or will be allowed.
3. Reimbursement of Expenses: The College Board shall not be liable to vendor for any expenses paid or incurred by vendor.
4. Payment: Payment shall be made either with a 2% discount if paid within ten (10) days or net if paid within forty five (45) days after the College Board's receipt and approval of vendor's invoice for goods. The Purchase Order number must appear on the invoice for it to be processed.
5. Taxes: The College Board is exempt from the payment of (a) federal excise taxes, (b) transportation taxes, and (c) retailers occupation taxes. If it is determined that the prices quoted and recorded on this order or the invoice rendered include any such taxes, the amount of the taxes will be deducted from the total of the invoice, New York Department of Revenue tax exemption identification number 13-1623965.
6. Warranty, Guarantee, and Laws and Regulations: By accepting this order you hereby in addition to the guarantees and warranties provided by law, expressly guarantee and warranty as follows:
 - a) Warrant that the goods to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted and agreed that this warranty shall survive acceptance of delivery and payment for the goods; and that you will bear the cost of inspecting and/or testing goods rejected;
 - b) Guarantee and agree that goods to be delivered hereunder will not infringe on any valid patent, trademark, trade name or copyright and that vendor will, at vendor's own expense, defend any and all actions or suits charging such infringement and will hold the College Board, its agents and employees, harmless in case of any such action of suit;
 - c) Warrant that the goods to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable Federal, state and all local laws and regulations; and
 - d) That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the College Board.
7. Transportation: All shipments are to be made "F.O.B Destination" unless otherwise specified on your bid proposal and on the Purchase Order. When goods are sold "F.O.B Point of Origin" and the College Board's Purchase Order so confirms, please prepay shipping charges and record prepaid charges on invoice and attach the original receipted freight bill or express to receipt to the invoice. It is understood that title of the merchandise appearing on this order will not pass until the merchandise is received at delivery destination.
8. Inspection, Rejection, and Excess Shipment: In addition to other rights provided by law, the College Board reserves the right (a) to inspect goods delivered and to return those which do not meet specifications or reasonable standards of quality, (b) to reject goods shipped contrary to instructions or in containers which do not meet recognized standards, and (c) cancel the Purchase Order if not filled within the time specified. The College Board may return rejected goods or excess shipment on this Purchase Order, or may hold the goods subject to the vendor's order and at his risk and expense and may in either event charge the Vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping and other like expense(s).
9. Delivery: When a delivery is to be made direct to a College Board office (a) such delivery shall be made between the hours of 8:30 am and 5:00 pm, Monday through Friday, except on holidays, and (b) such delivery shall be made and goods shall be placed inside the College Board office. It is important that vendors understand that the College Board cannot and will not accept tailgate deliveries at an office entrance. Each parcel must contain Purchase Order number, College Board contact name on the label of the box, as well as shipping/packing notice or invoice itemizing contents and a copy of the Purchase Order in an envelope which is glued to the outside of the package. All U.S. mail or UPS must have a packing slip on the outside of the box.

10. Prohibition of Delegation of Performance and Assignment: Neither party to the Purchase Order shall delegate any obligation hereunder or assign any contract right hereunder to any third party person without the prior written consent of the other party hereto.
11. Indemnification: Vendor shall indemnify, defend and hold harmless the College Board from and against any and all liabilities, loses, penalties, damages and expenses of every kind, nature and character, in connection with or arising out of the acts or omissions of vendor under this solicitation.
12. Termination: The College Board may terminate this Purchase Order without cause at any time. The parties shall perform their respective obligations hereunder in good faith following such notice and up until the effective date of termination.
13. Ownership: Any intellectual property or deliverables, submitted or which are specified to be delivered under this Purchase Order or which are developed, created, made, conceived, reduced to practice, or authored by or produced and paid for under this Purchase Order either solely or jointly with others shall be owned exclusively by the College Board, including copyright.
14. Delay: Neither party shall be considered in default in the performance of its obligations under the Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including, without limitation, acts of God; acts or omissions of governmental authorities or the other party; strikes; lockouts or other industrial disturbances; acts of public enemies; wars; blockades; riots; civil disturbances; epidemics; floods; hurricanes; tornadoes; and any other similar acts, events, or omissions.
15. Governing Law: The laws of the State of New York shall govern the validity, interpretation, and performance of this Purchase Order.
16. Amendments: This Purchase Order may be supplemented, amended or revised only in writing by the parties.
17. Authorization: Vendor has caused this Purchase Order to be executed in its name and on its behalf by and through their duly authorized officers. The College Board will not be responsible for goods delivered performed without a specific written order.

COLLEGE BOARD STANDARD TERMS AND CONDITIONS FOR SERVICES

1. Service: Services performed shall be in accordance with the terms, prices, delivery time, specifications, and conditions as itemized on this Purchase Order. No change of any nature shall be made without prior written authorization of the College Board. If you cannot fill this Purchase Order as specified, please notify the College Board.
2. Price Changes: The College Board accepts the prices as recorded on this Purchase Order but reserves the right to cancel the Purchase Order if the prices are to be increased prior to the completion of services. Therefore, do not fill this Purchase Order at increased prices without written authorization from the College Board. No separate changes, except those clearly recorded on this Purchase Order can or will be allowed.
3. Reimbursement of Expenses: The College Board shall not be liable to vendor for any expenses paid or incurred by vendor.
4. Payment: Payment shall be made with a 2% discount of paid within ten (10) days or net if paid within forty five (45) days after the College Board's receipt and approval of; (a) vendor's invoice for services and reimbursable expenses, if applicable, and (b) all licenses, approvals and permissions for Third Party Content as prescribed in Section 10 below. Such documents shall be prepared in such form and detail as the College Board may specify. The Purchase Order number must appear on the invoice for it to be processed.
5. Taxes: The College Board is exempt from the payment of (a) federal excise taxes, (b) transportation taxes, and (c) retailers occupation taxes. If it is determined that the prices quoted and recorded on this Purchase Order or the invoice rendered include any such taxes, the amount of the taxes will be deducted from the total of the invoice, New York Department of Revenue tax exemption identification number 13-1623965.

Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the College Board on behalf of vendor or employees of vendor. Vendor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Vendor understands that vendor is responsible to pay, according to law, vendor's income tax.

6. Warranty, Guarantee, and Laws and Regulations: By accepting this order vendor hereby in addition to the guarantees and warranties provided by law, expressly guarantee and warranty as follows:
 - a) Guarantee and agree that services and Work Product (defined below) to be delivered hereunder will not infringe on any valid patent, trademark, trade name or copyright and that vendor will, at vendor's own expense, defend any and all actions or suits charging such infringement and will hold the College Board, its agents and employees, harmless in case of any such action of suit;
 - b) That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the College Board;
 - c) That vendor has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Purchase Order;
 - d) That vendor has not employed or contracted with an illegal alien to perform work under this Purchase Order; and
 - e) That vendor shall use sound and professional principles and practices in accordance with normally accepted industry standards in the performance of services hereunder and that performance of its personnel shall reflect their best professional knowledge, skill, and judgment.
7. Independent Contractor Relationship: Vendor and the College Board understand, acknowledge and agree that Vendor's relationship with the College Board will be that of an independent contractor and nothing in this Agreement is intended to or should be construed to create a partnership, joint venture or employment relationship.
8. Indemnification: Vendors shall indemnify, defend and hold harmless the College Board from and against any and all liabilities, losses, penalties, damages and expenses of every kind, nature and character, in connection with or arising out of the acts or omissions of vendor under this solicitation.
9. Termination: The College Board may terminate this Purchase Order without cause at any time. The parties shall perform their respective obligations hereunder in good faith following such notice and up until the effective date of termination.

10. Ownership: The services provided hereunder are considered “work for hire” under the terms of this Purchase Order and any intellectual property or deliverables, submitted or which are specified to be delivered under this Purchase Order or which are developed created, made, conceived, reduced to practice, or authored by or produced and paid for under this Purchase Order either solely or jointly with others (“Work Product”) shall be owned exclusively by the College Board, including copyright. Insofar as any Work Product, by operation of law, is not considered a work made for hire for the College Board, vendor agrees to assign, and upon creation of Work Product automatically assigns, all worldwide right, title, and interest in and to Work Product to the College Board.

Vendor shall obtain all licenses, approvals and permissions and shall supply the College Board with such permissions as may be required for the College Board to use certain content from persons, other than the parties to this Purchase Order, whose text, information, data, images (still and moving), sound recordings, and/or software (“Third Party Content”) is included in the Work Product furnished under this Purchase Order.

11. Confidentiality: In the event Vendor is given access to certain College Board proprietary or other confidential information or materials Vendor agrees during the term of this Agreement and thereafter to take all steps reasonably necessary to hold in trust and confidence such information. Such confidential or proprietary information shall not at any time be used by vendor for any purpose other than the execution of this Agreement.
12. Delay: Neither party shall be considered in default in the performance of its obligations under the Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including, without limitation, acts of God; acts or omissions of governmental authorities or the other party; strikes; lockouts or other industrial disturbances; acts of public enemies; wars; blockades; riots; civil disturbances; epidemics; floods; hurricanes; tornadoes; and any other similar acts, events, or omissions.
13. Governing Law: The laws of the State of New York shall govern the validity, interpretation, and performance of this Purchase Order.
14. Amendments: This Purchase Order may be supplemented, amended or revised only in writing by the parties.
15. Authorization: Vendor has caused this Purchase Order to be executed in its name and on its behalf by and through their duly authorized officers. The College Board will not be responsible for services performed without a specific written order.