

apply to this contract.

12. **DEBARMENT**The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency or political subdivision of any governmental entity. If the Contractor cannot certify this statement, attach a written explanation for by SUU. The Contractor must notify the SUU Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
13. **TERMINATION**This Contract may be terminated with or without cause by either party, in advance of the specified performance date(s), upon sixty (60) days written notice being given by the other party. On termination of this contract, all out-of-pocket costs will be reimbursed to the non-terminating party.
14. **NONAPPROPRIATION OF FUNDS**Contractor acknowledges SUU cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to SUU is reduced due to an order by the Legislature, Governor, Board of Regents, or is required by State federal funding (when applicable) is not provided, SUU may terminate this contract or proportionately reduce the amount and purchase obligations and the amount due from SUU upon 30 days written notice. In the case that funds are not appropriated or are reduced, SUU will reimburse Contractor for products delivered or services performed through the date of cancellation, and SUU will not be liable for any future commitments, penalties, or liquidated damages.
15. **SALES TAX EXEMPTION**SUU's State of Utah sales and use tax exemption number is 11960243TC. The tangible personal property or services being

