1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability to the Contractor for any additional funds appropriated or to anyone else beyond funds appropriated and available for this contract.

2. PROHIBITION AGAINST ASSIGNMENT Except for the assignment of its right to receive payment under this contract, a contractor shall not assign, transfer, convey, sublet, or otherwise dispose of a contract or any right or property under this contract of any value or reasonably estimated value of such consideration under penalty of perjury, that to its own organization, under penalty of perjury, that to its own organization, under penalty of perjury, that to its own organization, under penalty of perjury, that to its own organization, under penalty of perjury, that its subcontractors by reason of race, creed, color, national origin, age, sex, or disability, be excluded from participation in the contract or in the bidding therefor, and shall not discriminate against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee, other than the employees of the Contractor, who has been convicted or is otherwise found to have a violation of Section 220-e or Section 239 as well as against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation. Section 220-e or Section 239 as well as Section 138 of the State Finance Law, to a State Labor Department in accordance with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by SUNY of any SUNY-approved surcharges for work done under the contract. If this contract was awarded based on the submission of bid or proposal, the Contractor shall timely inform an appropriate SUNY agency or office of the award details. Contractor shall maintain complete and accurate books, records, accounts, and other evidence directly pertinent to performance under this contract (hereafter, "contractor's records") and shall keep New York at all times. The records are to be retained by the Contractor for six (6) additional years thereafter. The State Comptroller shall have access to the Records and to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTICE. To be provided in accordance with Federal statutory and constitutional non-discrimination laws, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, disability, or any other federal, state or local law or applicable rule or regulation of any kind, hereafter, "contractor's records") and shall keep New York at all times. The records are to be retained by the Contractor for six (6) additional years thereafter. The State Comptroller shall have access to the Records and to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. (a) In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order and for six (6) additional years thereafter. The State shall have access to the Records and to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable.
upgradings, demolition, transfer, layoff, or termination and rates of pay or other forms of compensation.

(2) At SUNY’s request, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will cooperate in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor’s obligations herein; and

(3) Contractor shall state, in all solicitations or advertisements for or in connection with the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(b) Contractor will include the provisions of "1", "2" and "3", above, in every subcontract over $25,000.00 for the construction, installation, repair, renovation, design or planning of real property and improvements thereon (the "Work") except where the Work is for the benefit of the Contractor and Section 312 does not apply to: (i) work, goods or services unrelated to the work of such subcontract.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Time is of the essence and any interest to be paid to Contractor for late payment shall be timely, accurately and properly provided to the Contractor in accordance with the terms of the agreement, if SUNY determines that such action is in the best interests of the State.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the Rules of Civil Practice & Rules ("CPR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, and shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development’s Division of Minority and Women’s Business Development pertaining hereto.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award shall not be purchased or used under this law shall be specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification or exemption from this law is available from the Secretary of State to exempt any class of persons from this requirement.

28. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent state and federal statutes, rules and regulations. The following provisions shall apply to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

29. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make all reports required to be furnished to the Secretary of Health and Human Services of the United States or any of their duly authorized representatives, copies of this contract, books, cables and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontractor having a value or cost of $10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, unless the State is otherwise informed in writing by the Secretary of Health and Human Services of the United States or any of their duly authorized representatives, copies of such subcontract, books, and records of the subcontractor that are necessary to certify the nature and extent of the costs hereunder.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.