

## **VENDOR TERMS AND CONDITIONS**

### **IRAN DIVESTMENT**

Pursuant to §147-86.59 of the North Carolina General Statutes, any person identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to §147-86.58 of the North Carolina General Statutes, is ineligible to contract with the State of North Carolina or any political subdivision of this State. Pursuant to the requirements of the Iran Divestment Act of 2015, **VENDOR** does hereby certify to the following:

- A. That **VENDOR** is not identified on the Final Divestment List of Entities that the State Treasurer determined to be engaged in investment activities in Iran;
- B. That **VENDOR** shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- C. That the undersigned is authorized by **VENDOR** to make this Certification.

### **NON-APPROPRIATION CLAUSE**

**VENDOR** acknowledges that the **CLIENT** is a governmental entity and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not available and not appropriated for the performance of the **CLIENT**'s obligations under this Agreement, then this Agreement shall automatically expire without penalty to the **CLIENT** 30 days after written notice to **VENDOR** of the non-appropriation of public funds.

### **E-VERIFY COMPLIANCE**

**VENDOR** understands that E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with §64-25(5) of the North Carolina General Statutes. Provided that **VENDOR** is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State, then **VENDOR** understands and certifies that they shall verify the work authorization of the employee through E-Verify in accordance with §64-26(a) of the North Carolina General Statutes. **VENDOR** further certifies that their subcontractors comply with E-Verify pursuant to federal law, and **VENDOR** will ensure compliance with E-Verify by any subcontractors subsequently hired by **VENDOR**.

### **GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of North Carolina. Any action or proceeding arising under this Agreement shall be filed and heard in the Superior Court of Harnett County.