

BCBOE Standard Terms and Conditions

Revised September 22, 2026

Scope. These terms apply to contracts and purchase orders issued by the Brunswick County Board of Education, except construction contracts governed by separate construction contract documents. The supplemental terms in Sections II through IV apply only when the Contract includes the identified goods, technology, or instructional materials.

I Standard Terms for All Contracts

- 1. Defined Terms.** “BCBOE” means the Brunswick County Board of Education. “Contract” means the complete agreement between BCBOE and Vendor. “Contract Documents” means the documents listed in Section I.2. “Goods” means supplies, materials, products, or other tangible personal property. “Purchase Order” means a purchase order issued by BCBOE. “Services” means services provided by Vendor, including professional, consulting, and hosted or software services. “Vendor” means the individual or entity contracting with BCBOE, including any seller, service provider, contractor, or consultant identified in the Contract Documents.
- 2. Contract Documents and Order of Precedence.** The Contract consists of the following documents, listed in controlling order unless a written document executed by authorized representatives of both parties expressly states otherwise: (a) written amendments or addenda executed by both parties; (b) the principal written contract executed by both parties; (c) these BCBOE Standard Terms and Conditions and any applicable supplemental terms; (d) the solicitation and its addenda; (e) Vendor’s accepted proposal; (f) the Purchase Order; and (g) other Vendor documents expressly incorporated into the Contract. A Purchase Order remains subject to BCBOE’s statutory fiscal controls but does not modify a separately executed contract. Vendor terms appearing in quotations, invoices, acknowledgments, clickwrap terms, websites, or other documents do not modify the Contract unless expressly accepted in a writing executed by an authorized BCBOE representative. BCBOE rejects all additional or inconsistent Vendor terms.
- 3. Acceptance When No Separate Contract Is Signed.** When no separate contract is signed by both parties, Vendor accepts the Purchase Order and these terms by acknowledging the Purchase Order without timely written objection, shipping Goods, or beginning performance. The Contract Documents constitute the entire agreement concerning the transaction.
- 4. Compliance with Laws.** Vendor shall comply with all applicable federal, state, and local laws, regulations, orders, codes, licensing requirements, and BCBOE policies applicable to Vendor’s performance. BCBOE may terminate the Contract immediately if continued performance would violate law or if Vendor commits a material legal violation affecting the Contract.
- 5. Nondiscrimination.** Vendor shall not discriminate against or deny the benefits of the Contract to any person on the basis of any classification protected by applicable law.
- 6. Conflicts of Interest and Gratuities.** Vendor represents that no BCBOE board member, officer, or employee with authority to influence, make, or administer the Contract has received or will receive an improper personal benefit from the Contract. Vendor shall not offer or provide an unlawful gratuity, kickback, or other thing of value to obtain or reward favorable treatment. Vendor shall promptly report a suspected violation to BCBOE. When federal funds are used, Vendor shall also comply with 2 C.F.R. § 200.318(c) and other applicable federal conflict-of-interest requirements.
- 7. Iran Divestment.** Vendor represents that it is eligible to contract with BCBOE under Article 6E of Chapter 147 of the North Carolina General Statutes, including N.C.G.S. § 147-86.60, as amended, and shall not use an ineligible subcontractor.
- 8. Companies Boycotting Israel.** To the extent applicable, Vendor represents that it is eligible to contract with BCBOE under Article 6G of Chapter 147 of the North Carolina General Statutes, including N.C.G.S. § 147-86.82, as amended.
- 9. E-Verify.** Vendor and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes to the extent required by N.C.G.S. § 143-133.3.

- 10. Federal Funds.** When any portion of the Contract is funded with federal funds, the applicable BCBOE Federal Contract Provisions Addendum is incorporated into the Contract. If a federal requirement conflicts with another Contract term, the federal requirement controls to the extent required by law.
- 11. Student Contact and Background Screening.** If Vendor personnel will be present on BCBOE property or have direct interaction with students, Vendor shall perform all criminal history, sex-offender registry, and other screening required by applicable law, Board policy, the solicitation, or the Contract. At a minimum, Vendor shall annually check applicable North Carolina and national sex-offender registries for personnel whose duties involve direct interaction with students. A person prohibited by law or BCBOE policy may not enter BCBOE property or interact with students. Vendor shall certify compliance upon request and shall immediately report any disqualifying information to the Superintendent or designee.
- 12. Indemnification.** To the fullest extent permitted by law, Vendor shall indemnify, defend, and hold harmless BCBOE and its board members, officers, employees, and agents from third-party claims, losses, damages, costs, and reasonable attorneys' fees to the extent caused by Vendor's negligent or wrongful acts or omissions, breach of the Contract, violation of law, bodily injury or property damage arising from Vendor's performance, breach of confidentiality or data-security obligations, or infringement or misappropriation of intellectual-property rights. Nothing in the Contract requires BCBOE to indemnify Vendor or waives BCBOE's governmental immunity or other defenses.
- 13. Insurance.** Vendor shall maintain insurance appropriate to the Contract and any coverage specified in the solicitation or principal contract. Unless BCBOE approves different limits in writing, onsite service providers shall maintain commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate; automobile liability insurance of at least \$1,000,000 combined single limit when vehicles are used in performance; and workers' compensation and employers' liability coverage as required by North Carolina law. Upon request, Vendor shall provide certificates of insurance. Vendor shall notify BCBOE promptly after receiving notice of cancellation, nonrenewal, or material reduction in required coverage.
- 14. Termination for Convenience.** BCBOE may terminate the Contract or a Purchase Order, in whole or in part, for convenience upon ten days' written notice. BCBOE shall pay only for conforming Goods accepted and Services satisfactorily performed through the effective termination date, together with reasonable, documented, noncancelable costs expressly authorized by the Contract. BCBOE is not liable for anticipated profits, consequential damages, or costs incurred after notice of termination.
- 15. Termination for Default.** BCBOE may terminate the Contract, in whole or in part, if Vendor materially breaches the Contract and fails to cure the breach within thirty days after written notice. BCBOE may terminate immediately, without a cure period, when the breach cannot reasonably be cured; continued performance would violate law; Vendor compromises confidential information or student records; Vendor abandons performance; or the Contract expressly permits immediate termination. BCBOE may obtain substitute goods or services and recover reasonable excess costs caused by Vendor's default.
- 16. Nonappropriation and Funding.** BCBOE's payment obligations are contingent upon the availability and appropriation of funds. If sufficient funds are not appropriated or otherwise made available, BCBOE may terminate the Contract without penalty or further liability, except for payment for conforming Goods accepted and Services satisfactorily performed before termination. Vendor waives any claim for early-termination charges, lost profits, or consequential damages arising from a funding termination.
- 17. Assignment and Subcontracting.** Vendor shall not assign, delegate, subcontract, pledge, or otherwise transfer any material right or obligation under the Contract without BCBOE's prior written consent. Approval does not relieve Vendor of responsibility for the acts, omissions, and compliance of its subcontractors.
- 18. Independent Contractor.** Vendor is an independent contractor and not an employee, agent, partner, or joint venturer of BCBOE. Vendor controls and supervises its personnel and is solely responsible for their compensation, benefits, taxes, and conduct.
- 19. Contract Modifications.** The Contract may be amended only by a written instrument executed by authorized representatives of both parties and, when the instrument requires payment by BCBOE, properly pre-audited as required by law. Vendor shall not rely on oral statements as authority to increase price, extend time, or change scope.
- 20. Monitoring, Audit, and Records.** Vendor shall maintain records reasonably sufficient to demonstrate compliance with the Contract and shall cooperate with lawful monitoring, inspection, audit, or investigation

by BCBOE or an authorized governmental agency. Access shall occur at reasonable times and be limited to records and activities relevant to the Contract. Any longer record-retention period required by law or an applicable federal addendum controls.

- 21. Public Records.** Vendor acknowledges that BCBOE is subject to the North Carolina Public Records Law, N.C.G.S. Chapter 132. Contract records made or received by BCBOE may be subject to disclosure. BCBOE will determine its disclosure obligations and is not required to give Vendor advance notice unless required by law or expressly agreed in writing.
- 22. Confidential Information.** Vendor shall protect nonpublic information disclosed by BCBOE that is identified as confidential or that reasonably should be understood to be confidential, including protected student and employee information. Confidential Information does not include information lawfully known to Vendor without a duty of confidentiality, received lawfully from a third party, independently developed without use of BCBOE information, or publicly available through no breach by Vendor. Vendor shall use Confidential Information only to perform the Contract and disclose it only to personnel and approved subcontractors who need it and are bound by comparable obligations. If disclosure is legally compelled, Vendor shall, when legally permitted, give BCBOE prompt notice and disclose only what is legally required. Upon request or termination, Vendor shall return or securely destroy Confidential Information unless retention is required by law. These obligations survive termination.
- 23. Student Records and Data Privacy.** When Vendor receives education records or personally identifiable student information, Vendor shall comply with FERPA, COPPA and PPRA when applicable, N.C.G.S. § 115C-401.1, the North Carolina Identity Theft Protection Act, and applicable Board policies. Vendor shall not sell, trade, advertise with, profile from, attempt to re-identify, or otherwise use student information except to perform the Contract. Vendor shall provide BCBOE access to its data upon request, bind permitted subcontractors to equivalent requirements, and return or securely destroy the data when no longer needed. Vendor shall not use BCBOE data, student or employee information, prompts, inputs, outputs, files, images, or recordings to train, fine-tune, develop, improve, or evaluate an artificial-intelligence or machine-learning model without BCBOE's express written authorization.
- 24. Security Incidents.** Vendor shall maintain reasonable administrative, physical, and technical safeguards appropriate to the sensitivity of information processed. Vendor shall notify BCBOE without unreasonable delay and no later than seventy-two hours after discovering a suspected or confirmed incident affecting BCBOE information, provide the information reasonably available concerning the incident, take prompt corrective action, comply with applicable notice laws, and cooperate with BCBOE's response. Vendor remains responsible for incident-response and notification costs to the extent caused by Vendor's breach, negligence, or failure to comply with law or the Contract.
- 25. Intellectual Property.** Vendor represents and warrants that BCBOE's authorized use of the Goods, Services, deliverables, and licensed materials provided under the Contract will not infringe, misappropriate, or otherwise violate any third party's intellectual-property rights. Vendor's obligations arising from an actual or alleged infringement are set forth in Section I.12. Unless otherwise expressly stated in the Contract, each party retains all ownership rights in intellectual property it owned or developed independently of the Contract. Ownership and permitted use of materials created specifically for BCBOE under the Contract shall be as expressly stated in the applicable Contract documents.
- 26. Work Product.** Deliverables created specifically and exclusively for BCBOE under a professional-services statement of work shall be owned by BCBOE upon payment, unless the Contract states otherwise. Vendor retains ownership of preexisting tools, templates, methods, know-how, software, and third-party materials incorporated into a deliverable, but grants BCBOE a perpetual, royalty-free license to use them as reasonably necessary to use the deliverable. This section does not apply to commercial off-the-shelf goods, standard licensed software, or subscription services except as expressly stated in the Contract.
- 27. No Advertising or Endorsement.** Vendor shall not use BCBOE's name, logo, marks, student or employee images, or the existence of the Contract in advertising, publicity, case studies, or marketing without BCBOE's prior written approval.
- 28. Force Majeure.** Neither party is liable for delay caused by an event beyond its reasonable control that could not have been prevented through reasonable diligence, except that lack of funds is not a force-majeure event for Vendor. The affected party shall give prompt notice and use reasonable efforts to resume performance. BCBOE may terminate if the delay materially defeats the Contract's purpose. Vendor shall refund prepaid amounts attributable to Goods or Services not provided.

- 29. Dispute Resolution.** The parties shall first attempt in good faith to resolve a dispute through discussions between authorized representatives. The parties may participate in mediation by mutual written agreement. Neither party is required to submit to arbitration. Nothing limits BCBOE's right to seek immediate injunctive relief or exercise a statutory or contractual remedy.
- 30. Governing Law and Venue.** North Carolina law governs the Contract without regard to conflict-of-law principles. Exclusive venue for any action arising from the Contract shall lie in the state courts located in Brunswick County, North Carolina, or, when federal jurisdiction exists, the federal court serving Brunswick County.
- 31. No Third Party Beneficiaries.** The Contract is for the sole benefit of BCBOE and Vendor and does not create enforceable rights in any third party, except an indemnified party may enforce an express indemnification obligation.
- 32. No Waiver and Cumulative Remedies.** A delay or failure to enforce a Contract term is not a waiver. A waiver is effective only if in writing and applies only to the specific matter identified. BCBOE's rights and remedies are cumulative and not exclusive.
- 33. Severability.** If a provision is held invalid or unenforceable, the remaining provisions remain effective. A provision held invalid only in part shall remain enforceable to the greatest lawful extent.
- 34. Attorneys' Fees and Interest.** Each party shall bear its own attorneys' fees and costs except to the extent otherwise expressly authorized by applicable North Carolina law. Any interest payable by BCBOE shall be limited to the amount, if any, required by applicable law.
- 35. Pre-Audit Requirement.** Any contract, purchase order, amendment, change order, renewal, or other instrument requiring payment of money by BCBOE is subject to N.C.G.S. § 115C-441. No such instrument creates a valid or enforceable financial obligation unless properly pre-audited when required by law. The required pre-audit certificate must be affixed to the applicable instrument and signed by the BCBOE Finance Officer or authorized deputy finance officer.

II Supplemental Terms for Goods and Purchase Orders

- 1. Quantities.** Shipments must equal the quantities ordered unless BCBOE agrees otherwise in writing. A term contract does not guarantee a minimum or maximum purchase. BCBOE may return excess quantities at Vendor's expense.
- 2. Prices, Taxes, and Invoices.** Prices shall not exceed the amounts stated in the Contract. Unless expressly stated otherwise, the price includes transportation, packaging, fees, duties, and other Vendor costs. Applicable North Carolina sales and use taxes shall be separately stated on the invoice. Vendor shall submit accurate invoices at the established Contract prices. Payment terms are Net 30 days after BCBOE receives a correct invoice and accepts the applicable Goods or Services, whichever occurs later.
- 3. Delivery and Freight.** Unless BCBOE agrees otherwise in writing, delivery is FOB destination, freight prepaid and included in the Contract price. Delivery dates are material. Vendor shall promptly notify BCBOE of an anticipated delay.
- 4. Condition, Packaging, and Safety Information.** Unless the Contract permits otherwise, Goods must be new, unused, in first-class condition, and packaged for safe handling, storage, and shipment. Vendor shall provide current Safety Data Sheets with all chemicals.
- 5. Risk of Loss and Inspection.** Vendor bears the risk of loss or damage until Goods are delivered to the stated destination and accepted by BCBOE. All Goods are subject to inspection. Payment does not constitute acceptance or waive a defect.
- 6. Rejection and Correction.** BCBOE may reject nonconforming Goods and require prompt correction or replacement at Vendor's expense, return rejected Goods at Vendor's expense, accept them at an equitable price reduction, or obtain substitute performance and charge Vendor reasonable excess costs.
- 7. Goods Warranties.** Vendor warrants that Goods will be free from defects in material and workmanship, conform to the Contract specifications and samples, and be merchantable and fit for any particular purpose made known to Vendor. These warranties survive inspection, acceptance, and payment and are in addition to warranties and remedies available under the Uniform Commercial Code.

III Supplemental Terms for Information Technology Contracts

- 1. Definitions.** “Hosted Environment” means the infrastructure, software, network connectivity, and facilities used to provide hosted services. “Hosted Software Services” means Vendor-hosted applications and related services. “Support Services” means maintenance, technical support, error correction, and installation of updates. “Updates” and “Upgrades” mean corrections, maintenance releases, new versions, and functionality made generally available by Vendor.
- 2. License.** Vendor grants BCBOE, its schools, employees, students, and authorized users, as applicable, a nonexclusive license during the Contract term to access and use the contracted software and services for BCBOE’s educational and administrative purposes. Authorized updates and upgrades become subject to the Contract.
- 3. Security Program.** In addition to Sections I.23 and I.24, Vendor shall maintain appropriate encryption in transit and at rest, role-based access controls, vulnerability and patch management, secure development practices, incident-response procedures, tested backups, and written controls for subcontractors that process BCBOE data. Upon reasonable request, Vendor shall provide current independent security-assessment information, such as a SOC 2 report or comparable documentation, subject to reasonable confidentiality protections.
- 4. Technology Warranties.** Vendor warrants that it has authority to grant the contracted license; the services will materially conform to the Contract and documentation; and Vendor will not knowingly introduce viruses, disabling devices, or malicious code. Vendor shall promptly correct or replace materially nonconforming software or services at its expense. Acceptance or use does not waive a warranty claim.
- 5. BCBOE Data.** BCBOE retains all right, title, and interest in data provided by or on behalf of BCBOE and data generated specifically from BCBOE’s use of the services, excluding Vendor’s preexisting analytics, software, and de-identified operational data that cannot reasonably identify BCBOE or an individual. Vendor shall not sell, commercialize, disclose, or use BCBOE data except to perform the Contract or as expressly authorized in writing. Vendor shall not share BCBOE data with an affiliate or subcontractor except as necessary to perform the Contract and subject to equivalent written protections.
- 6. Service Transition and Data Return.** Upon expiration or termination, Vendor shall cooperate in good faith with BCBOE’s orderly transition. Vendor shall provide BCBOE data in a commercially reasonable, commonly usable electronic format at no additional charge, unless substantial custom work is requested and the parties agree in advance to a written, pre-audited scope and reasonable fee. Vendor shall continue contracted services during an agreed transition period subject to payment of applicable Contract rates.
- 7. Data Destruction.** After confirming successful return of BCBOE data, Vendor shall securely destroy remaining copies, including copies held by subcontractors, within thirty days unless law requires retention or deletion from immutable backups occurs through Vendor’s documented ordinary retention cycle. Upon request, Vendor shall certify destruction and describe any legally retained or backup data and the protections applied to it.
- 8. Accessibility.** Technology products and services shall meet the accessibility requirements stated in the solicitation or Contract, including WCAG 2.1 Level AA when applicable. Vendor shall disclose known material accessibility limitations, provide a current accessibility conformance report upon request, and reasonably cooperate with BCBOE to remediate barriers affecting authorized users.

IV Supplemental Terms for Instructional Materials

- 1. Accessible Format License.** For instructional materials as defined in BCBOE Policy 3200, Vendor grants BCBOE a nonexclusive, royalty-free license to reproduce, convert, adapt, and distribute copies of the materials in braille, large print, audio, digital text, or another accessible format solely for use by BCBOE students and employees with disabilities or other documented accessibility needs. BCBOE may use qualified employees, contractors, or authorized accessibility service providers to create the accessible copies, provided they are bound by confidentiality and use restrictions at least as protective as those in the Contract. Accessible copies may not be sold or used outside BCBOE and shall remain subject to the same copyright and use restrictions as the original materials, except to the extent necessary to provide accessibility.
- 2. Digital Accessibility.** Vendor represents and warrants that all websites, web-based applications, mobile applications, electronic documents, interfaces, and other digital products or services provided under this

Agreement will conform to the Level A or Level AA success criteria and conformance requirements with the Web Content Accessibility Guidelines, Version 2.1 ("WCAG 2.1 Level AA"), and will comply with applicable requirements of Title II of the Americans with Disabilities Act and 28 C.F.R. Part 35, Subpart H.

Vendor shall maintain such conformance throughout the Agreement and shall ensure that all updates, modifications, integrations, subcontractor services, and Vendor-controlled third-party components remain compliant. Upon request, Vendor shall provide BCBOE with a current product-specific Accessibility Conformance Report based on the applicable VPAT template, supporting accessibility test results, and a remediation plan for any identified deficiency.

Vendor shall promptly correct accessibility deficiencies at no additional cost to BCBOE. If a deficiency materially interferes with access by an individual with a disability, Vendor shall immediately provide an equally effective accessible alternative while remediation is completed. If vendor fails to correct a material deficiency within a reasonable timeframe approved by BCBOE, BCBOE may reject the affected product or service, require an accessible replacement, or terminate the affected services without penalty and receive a prorated refund of prepaid fees.