

MISCELLANEOUS ENCUMBRANCE

SHIP TO: Pennsylvania State Treasury 613 North Street Room 1T-A, Finance Building Harrisburg PA 17120 United States	BILL TO: Pennsylvania State Treasury 613 North Street Room 113, Comptroller's Office Harrisburg PA 17120 United States PATreasuryAccountsPayable@patreasury.gov	DOC TYPE PURCHASE ORDER M 0000000972	REVISION 1	PAGE 1
SEE DELIVERY RESTRICTIONS BELOW		PREPARED DATE 08/22/2018	DUE DATE 08/22/2018	
		Buyer [REDACTED]	Phone [REDACTED]	

VENDOR: [REDACTED] LUDOVIC PHALIPPOU PHD SAID BUSINESS SCHOOL UNIVERSITY OF OXFORD PARK END STREET OXFORD OX1 1HP United Kingdom	Contact Name: Email: Phone: Fax: VENDOR TIN /SSN: Date Contract Expires: 6/30/2019
	[REDACTED] Chief Administrative Officer
	[REDACTED] Treasury Comptroller

Line-Sch	State Contract No	Description	Quantity	UOM	PO Price	Extended Amt
1 - 1		PROFESSIONAL SERVICES	1.00	EA	20,000.00	20,000.00
Schedule Total						20,000.00
Item Total						20,000.00
2 - 1		TRAVEL	1.00	EA	2,000.00	2,000.00
Schedule Total						2,000.00
Item Total						2,000.00
3 - 1		Travel - Lodging	1.00	EA	-1,873.46	-1,873.46
Schedule Total						-1,873.46
Item Total						-1,873.46
Ludovic Phalippou will serve as an expert advisor to Treasury Staff regarding an analysis of private equity investment expenses, fees and financial performance of the two major Pennsylvania pension systems SERS and PSERS						
Travel Disencumber the remaining funds allocated for travel						
Total PO Amount						20,126.54

TRUCK DELIVERY INSTRUCTIONS:

Deliveries **MUST** be made in a straight truck under 12'2" high when empty. Parking and Unloading on the street is prohibited. Please call [REDACTED] to schedule deliveries.

VENDOR: READ CAREFULLY

- 1 This order is issued only at prices stated. No charges should be added for packing, reels, packages or cartage unless specified on this order. Shipments must be made by date specified. Materials received by the Commonwealth are subject to inspection and, if found defective or not in accordance with specifications, will be returned at your expense. Quantities ordered must be exceeded unless authority for small deviations is specified in this order. Truck deliveries will only be accepted during work hours.
- 2 Do not include any taxes in the price on the invoice. The Commonwealth is exempt from all Federal excise and transportation taxes, the provisions of the Fair trade law and the PA sales and use tax for purchase of tangible personal property. The registration number with the Internal Revenue Service is 23740001-K. No exemption certificates are required and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of sales tax or use tax required to be paid with respect to its purchase or use of tangible personal property used or transferred in connection with the performance of its construction contract. If the Commonwealth is required by law to pay any excise tax and then seek a refund or credit, the contractor may add the amount of the tax to the bid price as a separate item.
- 3 All shipments must be made F O B destination, with transportation charges prepaid by the vendor and title passing upon proper delivery at the destination, unless otherwise specified.
- 4 Send itemized invoices as directed on order promptly upon shipment. Don't include in one invoice items on more than one purchase order. (Consider as one purchase order a consecutive series of purchase order forms bearing a single total.)
- 5 Show purchase order number on all invoices, packages, delivery slips and correspondence. (Show number of first purchase order of a consecutive series of purchase order forms bearing a single total.) The name of shipper and car initials and number, if any, shall also be identified on all shipments.
- 6 Correspond with address invoiced concerning collections, not with the Department of General Services, unless it is agency invoiced per instructions on reverse side. Address inquiries concerning the payment of invoices to (1) the institutional Business Manager, in the case where deliveries are made to institutions, or (2) the agency Comptroller, in the case where deliveries are made to locations other than institutions.
- 7.

ASSIGNMENT OF ANTITRUST CLAIMS

Vendor and the Commonwealth recognize that in actual economic practice, overages by vendor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of this contract, and intending to be legally bound, vendor assigns to the Commonwealth all right, title and interest in and to any claims vendor now has or may hereafter acquire under state or federal antitrust laws relating to the goods or services which are the subject of this contract.

NONDISCRIMINATION CLAUSE

During the term of this contract, Contractor agrees as follows:

- 1 Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, disability, ancestry, national origin, age or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, disability, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- 2 Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, disability, ancestry, national origin, age or sex.
- 3 Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
- 4 It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- 5 Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- 6 Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts and other sanctions may be imposed and remedies invoked.
- 7 Contractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by, the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
- 8 Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
- 9 Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.
- 10 Contractor obligations under this clause are limited to the Contractor's facilities within PA or where the contract is for purchase of goods manufactured outside of PA, the facilities at which such goods are actually produced.

CONTRACTOR INTEGRITY PROVISIONS

- 1 Definitions
 - a. **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - b. **Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed in writing, by prequalification bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
 - c. **Contractor** means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than 5% interest.
 - d. **Financial Interest** means:
 - (1) ownership of more than 5% interest in any business; or
 - (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - e. **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- 2 The contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
- 3 The contractor shall not disclose to others any confidential information gained by virtue of this agreement.
- 4 The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote or other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
- 5 The contractor shall **not**, in connection with this or **any other** agreement with the Commonwealth, directly or indirectly, offer, give, or agree to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
- 6 Except for the consent of the Commonwealth, neither the contractor nor anyone in privity with him shall accept or agree to accept from, or give or agree or promise to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.
- 7 Except with the consent of the Commonwealth, the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
- 8 The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- 9 The contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.
- 10 The contractor shall, upon request of the Office of State Inspector General, reasonably and promptly make available to that office and its representatives, for inspection and copying all business and financial records of the contractor of, concerning, and referring to this agreement with the Commonwealth or which are otherwise relevant to the enforcement of these provisions.
- 11 For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

UNCLAIMED PROPERTY PROVISION

Contractor agrees to report and deliver any abandoned or unclaimed property held by Contractor or its agents, subcontractors or assignees, as defined by and in accordance with the Disposition of Abandoned and Unclaimed Property Act (DAUPA), 72 P S §1301.1 *et seq.* A negative report must be filed if Contractor determines, after a records review, that there is no reportable unclaimed property.

Instructions and assistance in filing the report are available from the Bureau of Unclaimed Property holder hotline at 1-800-379-3999 or via e-mail at unclaimedpropertyreporting@patreasury.org

Additional information regarding the Pennsylvania Abandoned and Unclaimed Property Program is located at www.patreasury.org.

BUDGET IMPASSE

If the Commonwealth has not enacted an annual General Fund budget, which has been passed by the General Assembly and signed by the Governor, on or before the start of the new fiscal year on July 1, the Commonwealth shall be considered to be in budget impasse. Under such circumstances, Contractor shall continue to render services to Treasury through the budgetary impasse and will invoice Treasury for such services. Once the Commonwealth General Fund budget has been passed by the General Assembly and signed by the Governor, Treasury will pay all outstanding invoices as soon as practically possible, but no later than 45 days. If there are no funds appropriate in the enacted General Fund budget to continue this Agreement, then the termination of this Agreement shall be effective, provided, however, Treasury shall pay for all services rendered during the impasse.

Distribution Details for TCPRO-0000000972

Vendor: LUDOVIC PHALIPPOU PHD **APR #:** 18-0162

Line-Sched	Dist #	Fund	Dept	App	YR	Ledger	Bureau	Account	Amount
1-1	1	001	073	10544	2018	10	150	6343118	20,000.00
2-1	1	001	073	10544	2018	10	150	6311010	126.54
2-1	2	001	073	10544	2018	10	150	6311010	0.00
2-1	3	001	073	10544	2018	10	150	6311010	1,873.46
3-1	1	001	073	10544	2018	10	150	6311010	0.00
3-1	2	001	073	10544	2018	10	150	6311010	0.00
3-1	3	001	073	10544	2018	10	150	6311010	-1,873.46

Total Amt: 20,126.54