

Effective Date: November 29, 2016

Battelle B712 – Commercial Under Government Contract

Commercial Items/Services Under U.S. Government Contracts

These supplementary provisions for Fixed-Price and Fixed-Price with Economic Price Adjustments orders shall be applicable to the furnishing of the goods or services identified on the face (or attached to) the attached Purchase Order.

1. **Definitions.** As used throughout this supplement, the term “Buyer” shall mean Battelle Memorial Institute and “Seller” shall mean the supplier whose name appears on the attached Purchase Order. The term “Purchase Order” shall mean the attached Purchase Order as well as this Supplement.
2. **Independent Contractor.** It is agreed that in the conduct of the work under this Purchase Order, the Seller is acting in the capacity of an independent contractor and not as an agent or employee of the Buyer.
3. **Private Use of Contract Information and Data.** **Except** as specifically authorized, information and data developed or acquired by, or furnished to, Seller in the performance of this Purchase Order shall be used only in connection with work under this Purchase Order.
4. **Conflict of Interest.** In addition to any specific Conflict of Interest obligation made part of this Purchase Order and/or may be pursuant to the provisions of FAR 9.5, Seller warrants it is, and shall remain free of any obligation or restriction which would interfere or be inconsistent with or present a conflict of interest concerning the work to be furnished by Seller under this Purchase Order.
5. **Patent Indemnity.** Seller warrants the work performed or delivered under this Purchase Order will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Seller agrees to defend, indemnify and hold harmless Battelle and Battelle’s Client from and against any such claims.
6. **Federal Acquisition Regulation (FAR)/Defense Federal Acquisition Regulation Supplement (DFARS).** As required per Federal Acquisition Regulations (FAR) clauses 52.244-6, Subcontracts for Commercial Items (Oct 2014) and 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Dec 2014), and Defense Federal Acquisition Regulations Supplement (DFARS) Part 212.3 and supplemental clause 252.244-7000, Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Jun 2013), the following clauses are hereby incorporated by reference and apply to the Seller and any lower-tiered supplier to the extent indicated. In addition, all clauses required by the US Government by statute, regulation or otherwise to be flowed down are hereby incorporated into this Purchase Order by this reference, whether or not they are explicitly referenced in this Article.

Federal Acquisition Regulations (FAR)

All Purchases for Commercial Items:

52.203-15	(Jun 2010)	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.219-8	(Oct 2014)	Utilization of Small Business Concerns
52.222-26	(Mar 2007)	Equal Opportunity
52.222-41	(Oct 2014)	Service Contract Act of 1965, as Amended
52.222-50	(Feb 2009)	Combating Trafficking in Persons
52.222-51	(May 2014)	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements
52.222-53	(May 2014)	Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements
52.222-55	(Dec 2014)	Minimum Wages Under Executive Order 13658
52.225-26	(Jul 2013)	Contractors Performing Private Security Functions Outside the United States
52.232-40	(Dec 2013)	Providing Accelerated Payments to Small Business Subcontractors
52.247-64	(Feb 2006)	Preference for Privately Owned U.S.-Flagged Commercial Vessels

Additional Clauses to All Orders Over \$3,000

52.222-54	(Aug 2013)	Employment Eligibility Verification
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Additional Clauses to All Orders Over \$10,000

52.222-40	(Dec 2010)	Notification of Employee Rights Under the National Labor Relations Act
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Additional Clauses to All Orders Over \$15,000

52.222-36	(Jul 2014)	Affirmative Action for Workers with Disabilities
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Additional Clauses to All Orders Over \$25,000

52.226-6	(May 2014)	Promoting Excess Food Donation to Nonprofit Organizations
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Additional Clauses to All Orders Over \$35,000

52.209-6	(Oct 2015)	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
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Additional Clauses to All Orders Over \$100,000

52.222-35	(Sep 2010)	Equal Opportunity Veterans
52.222-37	(Jul 2014)	Employment Reports on Veterans

Additional Clauses to All Orders Over \$150,000

52.203-6	Alt I (Oct 1995)	Restrictions on Subcontractor Sales to the Government
52.203-12	(Oct 2010)	Limitation on Payments to Influence Certain Federal Transactions
52.222-17	May 2014)	Nondisplacement of Qualified Workers

Additional Clauses to All Orders Over \$5,000,000

52.203-13	(Apr 2010)	Contractor Code of Business Ethics and Conduct
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Department of Defense FAR Supplement (DFARS)

All Purchases for Commercial Items:

252.204-7012	(Nov 2013)	Safeguarding of Unclassified Controlled Technical Information (Nov 2013)
252.204-7014	(Feb 2014)	Limitations on the Use or Disclosure of Information by Litigation Support Solicitation Offerors
252.204-7015	(Feb 2014)	Disclosure of Information to Litigation Support Contractors
252.211-7003	(Dec 2013)	Item Identification and Valuation
252.223-7008	(May 2011)	Prohibition of Hexavalent Chromium
252.225-7009	(Oct 2014)	Restriction on Acquisition of Certain Articles Containing Specialty Metals, as applicable
252.225-7010	(Jul 2009)	Commercial Derivative Military Article-Specialty Metals Compliance Certificate
252.225-7028	(Apr 2003)	Exclusionary Policies and Practices of Foreign Governments
252.225-7040	(May 2014)	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States
252.225-7043	(Mar 2006)	Antiterrorism/Force Protection Policy for Defense Contractor Outside the United States
252.227-7013	(Feb 2014)	Rights in Technical Data – Noncommercial Items
252.227-7015	(Jun 2013)	Technical Data, Commercial Items
252.227-7037	(Jun 2013)	Validation of Restrictive Markings on Technical Data
252.236-7013	(Jun 2013)	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers
252.237-7010	(Jun 2013)	Prohibition on Interrogation of Detainees by Contractor Personnel
252.237-7019	(Jun 2013)	Training for Contractor Personnel Interacting with Detainees
252.239-7018	(Nov 2013)	Supply Chain Risk
252.244-7000	(Jun 2013)	Subcontracts for Commercial Items
252.246-7003	(Jun 2013)	Notification of Potential Safety Issues
252.246-7007	(Aug 2016)	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.247-7024	(Mar 2000)	Notification of Transportation of Supplies by Sea

Additional Clauses to All Orders at or Below \$150,000

252.247-7023	(Apr 2014)	Transportation of Supplies by Sea (Substance of this clause, including paragraphs (a) through (e) and paragraph (h))
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Additional Clauses to All Orders Over \$150,000

252.247-7023	(Jun 2013)	Transportation of Supplies by Sea (Substance of this clause, including paragraph (h))
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Additional Clauses to All Orders Over \$500,000

252.226-7001	(Sep 2004)	Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns
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52.222-41 will only apply to purchase orders subject to the Service Contract Act of 1965. Seller shall include the requirements above in any lower-tiered purchase order issued by the Seller.

1. **Assignment.** This Purchase Order may not be assigned, in whole or in part, nor may any assignment of any money, due or to become due, be made by Seller, without, in each case, the prior written consent of Buyer.
2. **Disputes.** All disputes under this Purchase Order which are not resolved by mutual agreement may be decided by recourse to an action at law or in equity. Until final resolution of any dispute hereunder, Seller shall diligently proceed with the performance of this Purchase Order as directed by Buyer. Any such dispute must be raised within one (1) year of its accrual.