Battelle Purchase Order
Supplement B713 Non-Commercial Items/Services under U.S. Government Contracts

These Flowdown provisions for Non-Commercial Items/Services shall be applicable to the furnishing of the goods or services covered by the attached Purchase Order. None of the provisions shall be construed in a manner that would adversely affect the interests of the United States Government, and in no event shall the provisions of this Purchase Order give the Subcontractor the ability to directly pursue a claim or course of action against the United States Government.

1. Definitions. As used throughout this supplement, the term “Buyer” shall mean Battelle Memorial Institute, Columbus Operations and the term “Purchase Order” shall mean this Purchase Order and “Seller” shall mean the supplier whose name appears on 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 that 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.

Seller’s obligations under this article are limited to the disclosure of information and shall not be deemed to impose any conditions or restrictions on Seller’s right to enter into other contracts directly with the United States Government.

5. Patent Indemnity. Seller warrants that 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. Payment – Time and Material or Labor Hour. If this Purchase Order is a Time and Material Order as identified on the face of the Purchase Order, payment will be made in monthly installments based upon receipt of invoices in accordance with FAR 52.232-7 Payments Under Time-and-Material and Labor-Hour Contracts. Payment will be deemed to have been made when deposited in the mail. Seller shall be paid for the direct labor applied to the performance of this Purchase Order in accordance with the fixed hourly rates shown on the face of the Purchase Order. Each payment made shall be subject to reduction to the extent of amounts which are found by Buyer, Buyer’s Client, or Seller not to have been properly payable. Seller shall promptly notify Buyer of any overpayments and remit the overpayment amount to Buyer along with a description of the overpayment, including the circumstances of the overpayment, affected Order and delivery order number if applicable, and
affected Order line item or subline item if applicable. Buyer, and any affiliate of Buyer, may withhold, deduct, and/or setoff all money due, or which may become due, from Buyer or any affiliate of Buyer, arising out of Seller’s performance under this Order or any other transaction Buyer and its affiliates may have with Seller.

7. 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.

8. 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.

9. Federal Acquisition Regulation (FAR)/Defense Federal Acquisition Regulation Supplement (DFARS). The following contract clauses are incorporated by reference from Federal Acquisition Regulations (FAR) and supplemental clauses of the Defense Federal Acquisition Regulations Supplement (DFARS) and apply to the extent as indicated and the revision date effective at time of Prime contract or Subcontract award to Battelle. 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. In all of the following clauses, except 52.222-4 and 52.215-2 "Contractor" and "Offeror" mean Seller; "Government" shall mean Battelle and/or Government; and "Contracting Officer" shall mean Battelle’s Procurement Representative.

**Federal Acquisition Regulation (FAR)**

**Applicable to All Orders**

- 52.204-2 Security Requirements
- 52.215-2 Alt I Audit and Records – Negotiation
- 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation
- 52.222-17 Non-displacement of Qualified Workers
- 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-41 Service Contract Labor Standards
- 52.222-50 Combating Trafficking in Persons
- 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan
- 52.223-7 Notice of Radioactive Material
- 52.224-2 Privacy Act
- 52.224-3 Privacy Training
- 52.225-8 Duty-Free Entry
- 52.225-13 Restriction on Certain Foreign Purchases
- 52.227-9 Refund of Royalties
- 52.227-10 Filing of Patent Applications – Classified Subject Matter
- 52.227-11 Patent Rights – Ownership by the Contractor
- 52.227-14 Rights in Data – General
- 52.228-5 Insurance – Work on a Government Installation
- 52.242-15 Stop-Work Order
- 52.244-6 Subcontracts for Commercial Items
- 52.245-1 Government Property
- 52.246-2 Inspection of Supplies – Fixed Price
- 52.246-3 Inspection of Supplies – Cost-Reimbursement
- 52.246-4 Inspection of Services – Fixed-Price
- 52.246-5 Inspection of Services – Cost-Reimbursement
- 52.246-6 Inspection – Time-and-Material and Labor-Hour
- 52.246-7 Inspection – Research and Development – Fixed-Price
- 52.246-8 Inspection – Research and Development – Cost-Reimbursement
- 52.246-9 Inspection – Research and Development (Short Form)
- 52.247-63 Preference for US Flag Air Carriers
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels

**Additional clauses to All Orders Over $3,500**

- 52.222-54 Employment Eligibility Verification
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving

**Additional clauses to All Orders Over $10,000**

- 52.222-40 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  Affirmative Action for Workers with Disabilities

Additional clauses to All Orders Over $25,000
52.226-6  Promoting Excess Food Donation to Nonprofit Organizations

Additional clauses to All Orders Over $30,000
52.204-10  Reporting Executive Compensation and First Tier Subcontract Awards

Additional clauses to All Orders Over $35,000
52.209-6  Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

Additional clauses to All Orders Over $150,000
52.203-6  Restrictions on Subcontractor Sales to the Government
52.203-7  Anti-Kickback Procedures
52.203-12  Limitation on Payments to Influence Certain Federal Transactions
52.215-2  Audits and Records – Negotiation
52.215-14  Integrity of Unit Prices
52.215-23  Limitations on Pass-Through Charges
52.219-8  Utilization of Small Business Concerns
52.222-35  Equal Opportunity for Veterans
52.222-37  Employment Reports on Veterans
52.222-38  Compliance with Veterans’ Employment Reporting Requirements
52.227-1  Authorization and Consent
52.227-2  Notice and Assistance Regarding Patent and Copyright Infringement

Additional clauses to All Orders $700,000 or More
52.219-8  Utilization of Small Business Concerns
52.219-9  Small Business Subcontracting Plan

Additional clauses to All Orders $750,000 or More
52.214-28  Subcontractor Certified Cost or Pricing Data—Modifications—Sealed Bidding
52.215-10  Price Reduction for Defective Cost or Pricing Data
52.215-11  Price Reduction for Defective Cost or Pricing Data Modifications
52.215-12  Subcontractor Cost or Pricing Data
52.215-13  Subcontractor Cost or Pricing Data Modifications
52.215-15  Pension Adjustments and Asset Reversions
52.215-16  Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
52.215-19  Notification of Ownership Change
52.215-23  Limitations on Pass-Through Charges (ODD)

Additional clauses to All Orders $5,500,000 or More
52.203-13  Contractor Code of Business Ethics and Conduct
52.203-14  Display of Hotline Poster(s)

Department of Defense FAR Supplement (DFARS)

Applicable to All Orders
252.203-7002  Requirement to Inform Employees of Whistleblower Rights
252.204-7000  Disclosure of Information
252.204-7009  Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.204-7010  Requirement for Contractor to Notify DoD If the Contractor’s Activities are Subject to Reporting Under the U.S. International Atomic Energy Agency Additional Protocols
252.204-7012  Safeguarding Covered Defense Information and Cyber Incident Reporting
252.208-7000  Intent to Furnish Precious Metals As Government-Furnished Material
52.211-7003  Item Identification and Valuation
252.216-7004  Award Fee Reduction Or Denial For Jeopardizing the Health Or Safety of Government Personnel
252.222-7006  Restrictions On the Use of Mandatory Arbitration Agreements
252.223-7002  Safety Precautions for Ammunition and Explosives
252.223-7006  Prohibition on Storage, Treatment, and Disposal of Toxic and Hazardous Materials
252.223-7007  Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
252.223-7008  Prohibition of Hexavalent Chromium
252.223-7009  Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7013  Duty-Free Entry
252.225-7016  Restriction on Acquisition of Ball and Roller Bearings
252.225-7019  Restriction on Acquisition of Anchor and Mooring Chain
252.225-7025  Restriction on Acquisition of Forgings
252.225-7048  Export Controlled Items
252.227-7013  Rights in Technical Data – Noncommercial Items
252.227-7014  Rights in Noncommercial Computer Software and Noncommercial Software Documentation
252.227-7016  Rights in Bid or Proposal Information
252.227-7017  Identification and Assertion of Use, Release, or Disclosure Restrictions
252.227-7019  Validation of Asserted Restrictions – Computer Software
252.227-7030  Technical Data – Withholding of Payment
252.227-7037  Validation of Restrictive Markings on Technical Data
252.227-7038  Patent Rights – Ownership by the Contractor (Large Business)
252.235-7002  Animal Welfare
252.235-7003  Frequency Authorization—Alternate I
252.235-7004  Protection of Human Subjects
252.239-7016  Telecommunications Security Equipment, Devices, Techniques, and Services
252.246-7003  Notification of Potential Safety Issues
252.246-7007  Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008  Sources of Electronic Parts
252.247-7024  Notification of Transportation of Supplies by Sea

Additional clauses to All Orders Less than or Equal to $150,000
252.247-7023  Transportation of Supplies by Sea subpar (a) through (e) and (h)

Additional clauses to All Orders Over $150,000
252.203-7001  Prohibition on Persons Convicted of Fraud or other Defense Contract-Related Felonies

Additional clauses to All Orders $500,000 or More
252.222-7001  Utilization of Indian Orgs. Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

Additional clauses to All Orders Over $5,500,000
252.203-7004  Display of Fraud Hotline Poster(s)