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

These supplementary 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.

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.
Federal Acquisition Regulation (FAR) Supplement (DFARS)

Applicable to All Orders

Federal Acquisition Regulation (FAR)

Applicable to All Orders

Additional clauses to All Orders Over $25,000

52.226-6 (MAY 2014) Promoting Excess Food Donation to Nonprofit Organizations

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.

Additional clauses to All Orders Over $100,000

52.222-35 (OCT 2015) Equal Opportunity for Veterans

52.227-37 (FEB 2016) Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans

52.222-38 (FEB 2016) Compliance with Veterans’ Employment Reporting Requirements

Additional clauses to All Orders Over $150,000

52.203-6 (SEP 2006) Restrictions on Subcontractor Sales to the Government

52.203-7 (MAY 2014) Anti-Kickback Procedures

52.203-12 (OCT 2010) Limitations on Payments to Influence Certain Federal Transactions

52.215-2 (OCT 2010) Audits and Records – Negotiation

52.215-14 (OCT 2010) Integrity of Unit Prices

52.215-23 (OCT 2009) Limitations on Pass-Through Charges (Non-DOD)

52.219-26 (NOV 2016) Utilization of Small Business Concerns

52.227-1 (DEC 2007) Authorization and Consent

52.227-2 (DEC 2007) Notice and Assistance Regarding Patent and Copyright Infringement

Additional clauses to All Orders $650,000 or More

52.219-8 (NOV 2016) Utilization of Small Business Concerns

Additional clauses to All Orders $700,000 or More

52.219-9 (JAN 2017) Small Business Subcontracting Plan

Additional clauses to All Orders $750,000 or More

52.214-28 (OCT 2010) Subcontractor Certified Cost or Pricing Data—Modifications—Sealed Bidding

52.215-10 (JUL 2009) Price Reduction for Defective Cost or Pricing Data

52.215-14 (OCT 2010) Subcontractor Cost or Pricing Data

52.215-15 (OCT 2010) Subcontractor Cost or Pricing Data Modifications

52.215-18 (JUL 2005) Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions

52.215-19 (OCT 1997) Notification of Ownership Change

52.215-23 (OCT 2009) Limitations on Pass-Through Charges (DOE)

52.219-9 (JAN 2017) Small Business Subcontracting Plan

Additional clauses to All Orders $5,000,000 or More

52.203-13 (OCT 2015) Contractor Code of Business Ethics and Conduct

52.203-14 (OCT 2015) Display of Hotline Poster(s)

52.227-7016 (JUN 2011) Restriction on Acquisition of Ball and Roller Bearings

52.225-7019 (DEC 2009) Restriction on Acquisition of Anchor and Mooring Chain

52.225-7025 (OCT 2009) Restriction on Acquisition of Forgings

52.225-7048 (JUN 2013) Export Controlled Items

52.227-7013 (FEB 2014) Rights in Technical Data – Noncommercial Item

52.227-7014 (FEB 2014) Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation

52.227-7016 (JAN 2011) Identity and Access to Information

52.227-7017 (JAN 2011) Identification and Access to Information


52.227-7019 (SEP 2016) Validation of Assorted Restrictions – Computer Software

52.227-7030 (MAR 2000) Technical Data – Withholding of Payment

52.227-7031 (SEP 2016) Validation of Restrictive Markings on Technical Data

52.227-7032 (JAN 2014) Animal Welfare

52.227-7034 (JUL 2009) Protection of Human Subjects


52.246-7003 (JUN 2013) Notification of Potential Safety Issues

52.246-7007 (AUG 2016) Contractor Counterfeit Electronic Part Detection and Avoidance System

52.246-7008 (OCT 2016) Sources of Electronic Parts

52.247-7024 (MAR 2000) Notification of Transportation of Supplies by Sea
Additional clauses to All Orders Less than or Equal to $150,000
252.247-7023 (APR 2014) Transportation of Supplies by Sea subpar (a) through (e) and (h)

Additional clauses to All Orders Over $150,000
252.203-7001 (DEC 2008) Prohibition on Persons Convicted of Fraud or other Defense-contract-related felonies
252.247-7023 (APR 2014) Transportation of Supplies by Sea

Additional clauses to All Orders $500,000 or More

Additional clauses to All Orders Over $5,000,000
252.203-7004 (OCT 2016) Display of Fraud Hotline Poster(s)