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.
9. Federal Acquisition Regulation (FAR)/Defense Federal Acquisition Regulation Supplement (DFARS)

The following 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 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. 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 (AUG 1996) Security Requirements


52.222-4 (May 2014) Contract Work Hours and Safety Standards Act – Overtime Compensation

52.222-17 (MAY 2014) Nondisplacement of Qualified Workers

52.222-20 (MAY 2014) Walsh-Healey Public Contracts Act

52.222-21 (APR 2016) Prohibition of Segregated Facilities

52.222-26 (SEP 2016) Equal Opportunity

52.222-41 (MAY 2014) Service Contract Act

52.222-50 (MAY 2015) Limitation of Liability on Payments to Influence Certain Federal Transactions

52.223-5 (MAR 2015) Certification Regarding Trafficking in Persons

52.224-3 (JAN 1997) Notice of Radioactive Material

52.224-2 (APR 1984) Privacy Act

52.244-3 (JAN 2017) Privacy Training

52.227-8 (OCT 2009) Notice of Subcontractor Cost or Pricing Data

52.225-13 (JUN 2008) Restriction on Certain Foreign Purchases

52.227-9 (APR 1984) Refund of Royalties

52.227-10 (DEC 2007) Filing of Patent Applications – Classified Subject Matter

52.227-11 (MAY 2014) Patent Rights – Ownership by the Contractor

52.227-14 (MAY 2014) Rights in Data – General

52.228-5 (JAN 1997) Work on a Government Installation

52.242-15 (AUG 1989) Stop-Work Order

52.244-6 (JAN 2017) Subcontracts for Commercial Items

52.245-1 (JAN 2017) Government Property

52.246-2 (AUG 1996) Inspection of Supplies – Fixed Price

52.246-3 (MAY 2001) Inspection of Supplies – Cost-Reimbursement

52.246-4 (AUG 1996) Inspection of Services – Fixed Price

52.246-5 (APR 1984) Inspection of Services – Cost-Reimbursement

52.246-6 (MAY 2001) Inspection – Time and Material and Labor-Hour

52.246-7 (AUG 1996) Inspection – Research and Development – Fixed-Price

52.246-8 (MAY 2001) Inspection – Research and Development – Cost-Reimbursement

52.246-9 (APR 1984) Inspection – Research and Development (Short Form)

52.247-63 (JUN 2003) Preference for U.S. Flag Commercial Vessels

52.247-64 (FEB 2006) Preference for Privately Owned U.S.-Flag Commercial Vessels

Applicable to All Orders Over $3,000

52.222-54 (OCT 2015) Employment Eligibility Verification

52.223-18 (AUG 2011) Encouraging Contractor Policies to Ban Text Messaging While Driving

Applicable to All Orders Over $10,000

52.222-40 (DEC 2010) Notification of Employee Rights Under the National Labor Relations Act

Applicable to All Orders Over $15,000

52.222-36 (JUL 2014) Affirmative Action for Workers with Disabilities

Additional clauses to All Orders Over $25,000

52.229-6 (MAY 2014) Promoting Excess Food Donation to Nonprofit Organizations

Department of Defense FAR Supplement (DFARS)

Applicable to All Orders

252.203-7002 (SEP 2013) Requirement to Inform Employees of Whistleblower Rights

252.204-7000 (OCT 2015) Disclosure of Information

252.204-7009 (OCT 2016) Limitations on the Use or Disclosure of Third-Party Contractor Personal Information

252.204-7010 (JAN 2009) 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

252.210-7012 (OCT 2016) Safeguarding of Unclassified Controlled Technical Information

252.208-7000 (DEC 1991) Intent to Furnish Precious Metals As Government-Furnished Material

252.211-7003 (MAR 2016) Item Identification and Valuation

252.216-7004 (OCT 2013) Award Fee Reduction Or Denial For Improving the Health Or Safety of Government Personnel

252.222-7006 (DEC 2010) Restrictions On the Use of Mandatory Arbitration Agreements

252.236-7002 (MAY 1994) Requirement for Restrictive Markings on Technical Data

252.223-7006 (SEP 2014) Prohibition on Storage and Disposal of Toxic and Hazardous Materials

252.233-7007 (SEP 1999) Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives

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

52.222-37 (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) Small Business Subcontracting Plan

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

52.215-14 (OCT 2010) Notice 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

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

Additional clauses to All Orders Over $650,000 or More

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

Additional clauses to All Orders Over $700,000 or More

52.219-9 (JAN 2017) Small Business Subcontracting Plan

Additional clauses to All Orders Over $750,000 or More

52.215-5 (JAN 1997) Limitations on Pass-Through Charges (DOD)

52.219-9 (JAN 2017) Small Business Subcontracting Plan

52.230-2 (OCT 2015) Cost Accounting Standards

52.230-3 (OCT 2015) Disclosure and Consistency of Cost Accounting Practices


52.230-5 (AUG 2016) Cost Accounting Standards – Educational Institution

52.230-6 (JUN 2010) Administration of Cost Accounting Standards

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

52.200-31 (OCT 2015) Contractor Code of Business Ethics and Conduct

52.203-14 (OCT 2015) Display of Hotline Poster(s)
252.239-7016  (DEC 1991) Telecommunications Security Equipment, Devices, Techniques, and Services
252.246-7003  (JUN 2013) Notification of Potential Safety Issues
252.246-7007 (AUG 2016) Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008 (OCT 2016) Sources of Electronic Parts
252.247-7024  (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)