**Battelle Purchase Order Supplement B712 – Commercial Under Government Contract**

# Commercial Items/Services Under U.S. Government Contracts

These FAR Flowdown clauses are applicable to the furnishing of the goods or services identified on the face of (or attached to) the Purchase Order. Except as may be expressly set forth in these Terms and Conditions with the Government Contracting Officer's express consent, the subcontractor shall not acquire any direct claim or direct course of action against the US Government." **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.

1. **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.
2. **Private Use of Contract Information and Data**. Exceptas 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.
3. **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.
4. **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. Nothing in these Terms and Conditions shall be construed or interpreted to limit or in any way restrict the rights of the Government in regard to data, tooling and other information it owns or has a right to use, including the right to authorize the supplier’s use of such data, tooling or other information in direct contracts between the supplier and the Government.

**Federal Acquisition Regulation (FAR)/Defense Federal Acquisition Regulation Supplement (DFARS).** As required per Federal Acquisition Regulations (FAR) clauses 52.244-6, Subcontracts for Commercial Products and Commercial Services (Jan 2025) and 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Jan 2025) , and Defense Federal Acquisition Regulations Supplement (DFARS) Part 212.3 and supplemental clause 252.244-7000, Subcontracts for Commercial Products or Commercial Services (Nov 2023), the following clauses are hereby incorporated by reference and apply to the Seller and any lower-tiered supplier 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. Seller shall include in each lower tier subcontract the appropriate flow down clauses as required by FAR and DFARS. Seller shall comply with DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (May 2024), DFARS provision 252.204-7019, Notice of NIST SP 800-171 DoD Assessment Requirements (Nov 2023), DFARS clause 252.204-7020, NIST SP 800-171 DoD Assessment Requirements (Nov 2023), 252.204–7021 Cybersecurity Maturity Model Certification Requirements (JAN 2023) and any other cybersecurity requirements applicable to this Purchase Order. Battelle reserves the right to audit and assess Seller’s compliance with DFARS 252.204-7012, NIST SP 800-171 requirements, and any other cybersecurity requirements applicable to this Purchase Order. Failures by Seller to comply with these requirements shall constitute a breach of the Purchase Order.

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.

## Clauses that Apply to All Orders

52.219-8 Utilization of Small Business Concerns (JAN 2025)

## Clauses that Apply to All Orders Over $3,500

[52.203-13](https://www.acquisition.gov/far/52.203-13#FAR_52_203_13) Contractor Code of Business Ethics and Conduct (NOV 2021)

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L 111-5), if the subcontract is funded under Recovery Act

[52.203-17](https://www.acquisition.gov/far/52.203-17#FAR_52_203_17) Contractor Employee Whistleblower Rights (NOV 2023)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements

52.204-21 Basic Safeguarding of Covered Contractor Information Systems

52.204-23 Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab Covered Entities (Section 1634 of Pub. L. 115-91)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

[52.204-27](https://www.acquisition.gov/far/52.204-27#FAR_52_204_27) Prohibition on a ByteDance Covered Application (Jun 2023)

5[2.204-30](https://www.acquisition.gov/far/52.204-30#FAR_52_204_30) Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023)

52.222-21 Prohibition of Segregated Facilities

52.222-26 Equal Opportunity

52.222-50 Combating Trafficking in Persons (22 U.S.C. Chapter 78 and E.O. 13627), Alternate I of 52.222-50 (22 U.S.C. Chapter 78 and E.O. 13627)

52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)

52.222-62 Paid Sick Leave Under Executive Order 13706

52.224-3 Privacy Training

52.225-26 Contractors Performing Private Security Functions Outside the United States

52.232-40 Providing Accelerated Payments to Small Business Subcontractors

52.245-9 Use and Charges

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

## Additional Clauses to All Orders Over $10,000

52.222-40 Notification of Employee Rights Under the National Labor Relations Act

## Additional Clauses to All Orders Over $15,000

52.222-36 Equal Opportunity 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 $150,000

52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)

52.222-35 Equal Opportunity for Veterans

52.222-37 Employment Reports on Veterans

## Department of Defense FAR Supplement Flowdowns (DFARS)

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

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting

252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Solicitation Offerors

252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support

252.204-7020 NIST SP 800-171 DoD Assessment Requirements

252.204-7021 Cybersecurity Maturity Model Certification Requirements (JAN 2023)

252.211-7003 Item Unique Identification and Valuation

252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials

252.223-7008 Prohibition of Hexavalent Chromium

252.225-7028 Exclusionary Policies and Practices of Foreign Governments

252.225-7048 Export Controlled Items

252.227-7015 Technical Data—Commercial Products and Commercial Services (JAN 2025)

252.244-7000 Subcontracts for Commercial Products or Commercial Services (NOV 2023)

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System

252.246-7008 Sources of Electronic Parts

## Additional Clauses to All Orders Over $500,000

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns