



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. Except as may be expressly set forth in the following 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, 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.

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.

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.

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.

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. 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.

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. **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.

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)/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. Seller shall include in each lower tier subcontract the appropriate flow down clauses as required by FAR and DFARS. Subcontractor shall comply with DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, DFARS provision 252.204-7019, Notice of NIST SP 800-171 DoD Assessment Requirements, DFARS clause 252.204-7020, NIST SP 800-171 DoD Assessment Requirements, 252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement, and any other cybersecurity requirements applicable to this Subcontract. Battelle reserves the right to audit and assess Subcontractor’s compliance with DFARS 252.204-7012, NIST SP 800-171 requirements, and any other cybersecurity requirements applicable to this Subcontract. Failures by Subcontractor to comply with these requirements shall constitute a breach of Subcontract.

Federal Acquisition Regulation (FAR)

Applicable to All Orders

52.203-15	Whistleblower Protection Under the American Recovery and Reinvestment Act of 2009
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-2	Security Requirements
52.204-9	Personal Identity Verification of Contractor Personnel
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 and Other Covered Entities
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services Equipment
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
52.222-55	Minimum Wages Under Executive Order 13658
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan
52.222-62	Paid Sick Leave Under Executive Order 13706
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

52.229-10	State of New Mexico Gross Receipts and Compensating Tax
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.234-1	Industrial Resources Developed Under Title III Defense Production Act
52.236-13	Accident Prevention
52.242-15	Stop-Work Order
52.243-16	Change Order Accounting
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)
52.246-11	Higher-Level Contract Quality Requirement
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
52.225-1	Buy American – Supplies

Additional clauses to All Orders Over \$15,000

52.222-36	Affirmative Action for Workers with Disabilities
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Additional clauses to All Orders Over \$25,000

52.226-6	Promoting Excess Food Donation to Nonprofit Organizations
52.225-3	Buy American – Free Trade Agreements – Israeli Trade Act

Additional clauses to All Orders Over \$30,000

52.204-10	Reporting Executive Compensation and First Tier Subcontract Awards
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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
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Additional clauses to All Orders Over \$150,000

52.203-6	Restrictions on Subcontractor Sales to the Government
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52.203-7	Anti-Kickback Procedures
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-16	Preventing Personal Conflicts of Interest
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
52.204-14	Service Contract Reporting Requirements
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts
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
52.248-1	Value Engineering

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

52.219-9	Small Business Subcontracting Plan
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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
52.215-18	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 (DOD)

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
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements
252.204-7020	NIST SP 800-171 DoD Assessment Requirements
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material
252.211-7003	Item Identification and Valuation
252.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel
252.222-7000	Restrictions on Employment of 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
252.225-7001	Buy American and Balance of Payments — Basic
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies
252.225-7008	Restriction on Acquisition of Specialty Metals
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty-Free Entry
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools
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
252.225-7047	Exports by Approved Community Members in Performance of the Contract
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
252.227-7015	Technical Data— Commercial Items
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
252.227-7033	Rights in Shop Drawings
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
252.237-7023	Continuation of Essential Contractor Services
252.239-7010	Cloud Computing Services
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services
252.244-7000	Subcontracts for Commercial Items
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

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

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

Additional clauses to All Orders Over \$5,500,000 or More

252.203-7004 Display of Fraud Hotline Poster(s)

252.225-7004 Report of Intended Performance Outside the United States and Canada—Submission after award