**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 regarding 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

52.219-8 Utilization of Small Business Concerns

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

**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

**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

52.203-11 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

52.222-35 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 $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)

52.219-9 Small Business Subcontracting Plan

**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