

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. 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. 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.

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 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.

Federal Acquisition Regulation (FAR)

Applicable to All Orders

52.203-15	Whistleblower Protection Under the American Recovery and Reinvestment Act of 2009
52.204-2	Security Requirements
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.215-2Alt I	Audit and Records – Negotiation
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation
52.222-17	Nondisplacement 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
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan
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
52.242-15	Stop-Work Order
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)
52.247-63	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
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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

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
52.203-12 Limitation on Payments to Influence Certain Federal Transactions
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

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
252.208-7000 Intent to Furnish Precious Metals As Government-Furnished Material
52.211-7003 Item Identification and Valuation
252.216-7004 Award Fee Reduction Or Denial For Jeopardizing the Health Or Safety of Government Personnel
252.222-7006 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
252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7013 Duty-Free Entry
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
252.225-7048 Export Controlled Items
252.227-7013 Rights in Technical Data – Noncommercial Items
252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Software Documentation

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

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 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)

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
252.227-7037 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
252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services
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
252.247-7024 Notification of Transportation of Supplies by Sea

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

252.203-7004 Display of Fraud Hotline Poster(s)