



SET 310 RS FLOWDOWNS

1. Definitions and Meanings

- Government, Agency Head or Designee, Head of Contracting Activity or Designee, Contracting Officer and Administrative Contracting Officer shall mean Buyer.

Note: Where the Clause/Article pertains to Property Rights (real, personal, intellectual or otherwise; title to, license of, lease of or otherwise), then the Clause/Article shall retain the original meaning of these terms and the following entities, their respective successors and assigns, shall possess the right to exercise said property rights, as if they were the Government, on behalf of the Government for the sole purpose of carrying out functions related to this purchase order.

2. Contract Rights, Obligations and Disclaimers

- a. **Scope of Agreement.** This purchase order (which term shall be deemed to include related plans, drawings, specification, and other documents) contains the entire agreement of the parties, and no modification, alteration, waiver, or other provision which is inconsistent with or in addition to the provisions of this order shall have any force or effect unless the same shall be incorporated in the order in writing by the Buyer.
- b. **Disclaimer or Implied Warranties: Extra Contractual Information and Documents: No Warranty of Accuracy and Completeness.** Any and all documentation and information that Buyer may at any time (pre-award or post-award) provide to Seller that has been incorporated within and made a part of this purchase order (whether identified as being "For Information" or otherwise) shall be (i) non-contractual, (ii) provided solely for information and (iii) provided "as is" and without warranty, expressed or implied, including, without limitation, the implied warranties of accuracy and completeness. Seller agrees that Buyer cannot waive this disclaimer except in a formal modification to this purchase order.
- c. **Waiver and Severability.** The failure or delay of either party to insist on performance of any provision of this order, or to exercise any right or remedy available under this order, shall not be construed as a waiver of that provision, right or remedy in any later instance. Further, if any provision of this order is or becomes void or unenforceable by operation of law, the remaining provisions shall be valid and enforceable.
- d. **Contract Disputes Statute Inapplicable.** Notwithstanding any provision within these terms and conditions (whether incorporated by reference or provided in text) to the contrary, the 41 U. S. Code Chapter 71, Contract Disputes, as may be subsequently amended shall in no manner apply to this purchase order.

3. Delivery

All delivery requirements set forth in this order are firm. Seller agrees that delays during performance of the order which would cause delivery to extend beyond contractual delivery date(s), and which are the responsibility of Seller, must be made up by Seller at its expense through the use of whatever means are necessary including, but not limited to, overtime and additional work shifts.

If Seller notifies Buyer that Seller anticipates or is encountering difficulty in complying with the delivery schedule specified in this order or not meeting any other requirement of this order, such notification shall be for information only and its receipt by Buyer shall not be construed as a waiver by Buyer (i) of any delivery schedule or date, or (ii) of compliance with any other order requirements by the Seller, or (iii) of any other rights or remedies provided to Buyer by law under this order.

Unless otherwise provided in this order or approved by the Buyer, delivery shall not be made more than forty-five days prior to the delivery dates specified herein. Buyer reserves the right to obtain consideration for approving such early delivery in addition to the impact to "Warranty" described in Article 9. Buyer may return early deliveries at Seller's risk and expense. Repair parts may ship by the purchase order delivery date or sooner; the forty-five day restriction does not apply to repair part procurements.

Should the Buyer determine that an extension in the purchase order delivery dates set forth herein is advisable; the extension will be accomplished under a bilateral amendment at no increase in purchase order price.

The acceptance point for delivered items is specified on shipping documents (e.g., DD-250 form). The typical acceptance points are origin/source for Government Bill of Lading (GBL) shipments and destination for commercial Bill of Lading (CBL) shipments.

4. Taxes

Unless otherwise expressly stated on the face of this order, the price stated herein includes all applicable Federal, state and local taxes in effect on the date of this order but does not include any state or local sales, use or any other tax directly applicable to the completed supplies or services covered by this order from which Seller or this transaction is exempt.

5. Changes

- a. Buyer may at any time, by a written Change Order issued by Buyer and without notice to the sureties, make changes, within the general scope of this order, to (i) the amount of Government Furnished Property; (ii) the quantities or items of any repair part lists; and (iii) any one or more of the following:
 - (1.) If the purchase order is in whole or in part for *supplies*: (i) drawings, designs and/or specifications when the supplies to be furnished are to be specifically manufactured for Buyer in accordance with the drawings, designs and/or specifications; (ii) method of shipment or packing and (iii) place of delivery, inspection and/or acceptance.
 - (2.) If the purchase order is in whole or in part for *research and development* (i) drawings, designs or specifications; (ii) method of shipment or packing and (iii) place of delivery, inspection and/or acceptance.
 - (3.) If the purchase order is in whole or in part for any other *services*: (i) description of services to be performed; (ii) time of performance (i.e., hours of the day, days of the week, etc.) and (iii) place of performance of the services.
- b. If any such Change Order causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this order, or otherwise affects any other provision of this order, whether changed or not changed by any such written notice of change, an equitable adjustment shall be negotiated in the order price or delivery requirements or both, and in such other provisions of the order as may be affected. Such adjustment shall be accomplished by a written amendment to this order signed by Buyer. No changes to this order are authorized unless made by a Buyer representative designated by name herein and substantiated by a formal written amendment/change order. Changes made by Seller, unless authorized by a formal written amendment/change order, shall be made at the sole risk of Seller, there being no financial recourse against Buyer.
- c. Any request by Seller for equitable adjustment under this article must be asserted within thirty days or such earlier date as may be specified by Buyer from the date of receipt by Seller of the notification of Change Orders; provided, however, that Buyer, if it decides that the facts justify such action, may receive and act upon any such Request for Equitable Adjustment (RFEA) asserted at any time prior to final payment under this order.

- d. Where the cost of property made obsolete or excess as a result of change is included in Seller's RFEA, Buyer reserves the right to prescribe the manner of disposition of such property.
- e. Nothing in this article shall excuse Seller from proceeding with the order as changed.
- f. Buyer will not pay for additional work or extras unless such work or extras have been ordered in writing and the price therefore agreed upon. Changes made by Seller without an authorized Change Order or Amendment shall be made at the sole risk of Seller, there being no financial recourse against buyer.
- g. Seller shall not substitute other material or accessories for those specified in the order without the written consent of Buyer.
- h. Any purchase order RFEA, including a request for equitable adjustment to purchase order terms, a request for relief under Public Law 85-804, or other similar request exceeding \$150,000 shall bear, at the time of submission, the following certificate given by an individual who has knowledge of the basis of the request, knowledge of the accuracy and completeness of the supporting data, and knowledge of the request for equitable adjustment request:

I certify that the request for equitable adjustment is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the purchase order adjustment for which the Seller believes the Buyer is liable; and that I am duly authorized to certify the request for equitable adjustment on behalf of the Seller.

Official's Name

Title

- i. The certification in Paragraph h. requires full disclosure of all relevant facts, including cost or pricing data.
- j. The certification requirement in Paragraph h. does not apply to: (i) Requests for routine order payments, for example, those for payment for accepted supplies and services, routine vouchers under cost reimbursement type purchase orders, progress payment invoices, and performance based payment invoices, and (ii) Final adjustments under incentive provisions of purchase orders.

6. Liens

Seller agrees to deliver to Buyer the articles covered by this order free and clear of all liens, claims, and encumbrances.

7. Inspection

- a. All work (which term throughout this article includes without limitation raw materials, procedures and processes, components, intermediate assemblies and end products) that is performed in accordance with order requirements of this purchase order shall be subject to inspection and test by Buyer and the Government, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance. Seller is responsible for, and shall upon Buyer's request furnish evidence of, compliance with all requirements of the order; and inspection and test by Buyer or the Government of any work, or approval of designs, drawings, samples, test results, procedures, processes or schedules by

Buyer or the Government does not relieve Seller from any responsibility to meet the order requirements.

- b. If any inspection or test is made by Buyer and/or the Government on the premises of Seller or a subtier subcontractor, Seller without additional charge shall provide a safe place to work and reasonable facilities and assistance for the convenience of Buyer and/or the Government's representatives in the performance of their duties. If Buyer and/or Government inspection or test is made at a point other than the premises of Seller or a subtier subcontractor, it shall be at the expense of Buyer except as otherwise provided in this order; provided that, in case of rejection, Buyer shall not be liable for any reduction in value of samples used in connection with such inspection or test.
- c. Seller shall provide and maintain, and require its subtier subcontractors to provide and maintain, an inspection and quality control system acceptable to Buyer and the Government covering the work hereunder. Records of all inspection and quality control work by Seller and its subtier subcontractors shall be kept complete and available to Buyer and/or the Government during performance of this order and for such longer period as may be specified elsewhere in this order

8. Warranty

- a. In addition to its obligations under other provisions of this order (including those concerning inspection and acceptance), Seller warrants material and workmanship, and that the items furnished under this order will be manufactured in accordance with the order requirements, and, if Seller is responsible for design, will meet all design requirements set forth in this order. The term of this warranty is for a period of three years after delivery or for a period of one year after the date first placed in use, whichever first expires (or in the case of standard commercial articles, one year after delivery). However, in the case of a Buyer approved delivery earlier by more than 45 days with respect to the contract delivery date specified in this purchase order, the warranty period shall commence on the contract delivery date. Such items are covered under the warranty provisions upon shipment.
- b. Buyer shall give Seller notice of any defect or lack of conformity with order requirements within a reasonable time after discovery. Seller shall promptly thereafter (without additional cost to the Buyer) either correct or replace such defective or nonconforming item or component thereof, and correct or replace all appropriate drawings, procedures, technical manuals, design reports and substantiating data. If Buyer does not require correction or replacement of the defective or non-conforming item or component thereof, Seller, within a reasonable time after the notice shall repay such portions of the order price of the item as is equitable under the circumstances. If Seller fails to proceed with reasonable promptness to make any correction or replacement in accordance with the provisions of this article, Buyer reserves the right to cause such corrections or replacement to be made and Seller agrees to reimburse Buyer for the costs incurred thereby. Unless otherwise agreed, correction or replacement of defective or non-conforming items or components thereof shall be performed subject to and in accordance with the provisions of this order. Buyer has the right to require Seller to correct in place any defective or non-conforming item or component thereof delivered under this order or to return such item or component to Seller for correction in which case Seller shall be responsible for packing and packaging charges and shipping cost (to and from Seller's plant) for the item or component returned for correction.

In exercising this right, Buyer will notify Seller which alternative it proposes to take. In this connection, Buyer will be reasonable in making its election in terms of its and the Government's time requirements, the relative economies of each course and the particular circumstances at the time of election, giving due regard to any reasonable requests of Seller. In the event that Seller is required to correct in place, Seller shall not be responsible for removal or reinstallation of the items or structural parts not furnished by Seller under this order. Seller shall not be required to incur costs for such correction in place in excess of an amount equal to the total price of this order. In the event that any defective item is returned by Buyer to Seller's plant for correction, Buyer shall be responsible for removing the defective item from the system and Seller shall, upon completion of correction, make delivery as directed by Buyer, but shall not be obligated to incur costs in excess of the total price of this order, plus shipping (to and from

Seller's plant) and packing and packaging charges, nor shall Seller be responsible for any costs of reinstallation. However, Seller shall not be responsible for shipping costs outside the continental limits of the United States.

- c. The warranty with respect to a corrected or replaced item, items or components thereof, shall be subject to the same terms as the warranty provided for in paragraph a. The original warranty for other than the corrected or replaced item, items, or components thereof shall continue until the expiration of the period prescribed in paragraph a. plus a period equal to the time elapsed between the discovery of the defect and correction or replacement of the defective item, items or components thereof.
- d. Defective or non-conforming items or components thereof which Seller is required to correct or replace in accordance with the provisions of this article may be contaminated with radioactivity. Should the level of radioactivity of items or components thereof be sufficient to create by itself a "radiation area" as defined in 10 C.F.R. Sec. 20.1003 in effect on the date of this order, Seller shall nevertheless promptly correct or replace such items or components as directed by Buyer. In the event Seller's costs of correction or replacement are increased solely by reason of the level of radioactivity of any such items or components thereof which exceeds the level specified in the definition of "radiation area," an equitable adjustment shall be made, and such adjustments shall be agreed to in writing. If Buyer, with respect to any such items or components thereof having a level of radioactivity sufficient to create by itself a "radiation area", elects, as provided in paragraph b above, to require payment of an equitable portion of the order price, the parties shall not consider the estimated additional costs of correcting such item or component incurred solely by reason of the level of radioactivity specified in the definition of "radiation area".
- e. Approval of designs, drawings, samples, test results, procedures, processes or schedules by Buyer or the Government shall not in any way limit or diminish Seller's warranties hereunder.
- f. Computer Hardware, Software and Firmware. In addition to, and without limitation upon, the warranty provided under the other provisions of this Article, the following provision entitled "Virus Warranty" applies to all orders.

9. Rights In Technical Data And Computer Software

The following clauses and provisions of the FAR and DFARS, as indicated, in effect as of September 26, 2018, are incorporated by reference, with the same force and effect as if the clause were provided in full text. The incorporated provisions may contain prefaces providing direction on implementation; in such instances, the clause alone applies and the implementation direction remains inapplicable. The definitions and meanings at Article 1 to these terms and conditions, to include meaning b(3) and its note, shall specifically apply to the following clauses and provisions, as modified:

- a. DFARS 252.227-7015, Technical Data- Commercial Items
- b. DFARS 252.227-7016, Rights in Bid or Proposal Information
- c. DFARS 252.227-7025, Limitation on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
- d. DFARS 252.227-7027, Deferred Ordering of Technical Data or Computer Software
- e. DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered to the Government
- f. DFARS 252.227-7030, Technical Data- Withholding of Payment, modified as follows: Subparagraph (a) at the end of the first sentence, delete "or amount unless a lesser withholding is specified in the contract" and insert "or \$100,000.00, whichever is less".

10. Furnished Information

Plans, drawings, specifications, designs, photographs and any other engineering and manufacturing information furnished by Buyer shall remain Buyer or Government property, as the case may be, shall be reproduced only as authorized in writing by Buyer, shall be used only for performance of the work under this order, and shall be returned to Buyer upon request, which request may be made during such performance or at termination or completion of the order, and Seller shall thereafter make no further use of any information derived there from without prior written consent of Buyer or the Government.

11. Classified Information and Naval Nuclear Propulsion Information

Seller shall comply with the requirements applicable to the receipt, handling, control, dissemination and disposal of classified information and NNPI, as those requirements are established elsewhere within this purchase order. "Information" means data, material, equipment and any and all other information of whatever type, kind or description. [For the definition of NNPI, refer to the NN-801, Control and Protection of Unclassified Naval Nuclear Propulsion Information or the DD-254, Facility Wide Contract Security Classification Specification and/or DoE-F470.1, Contract Security Classification Specification for classified orders].

12. Suspension of Work for the Convenience of the Buyer

Buyer may by written notice, direct Seller to suspend all or any part of the work for such period of time as may be determined by Buyer to be necessary or desirable for its convenience. If such suspension unreasonably delays the progress of the work and causes additional expense or loss to Seller in the performance of the work, not due to the fault or negligence of Seller, an equitable adjustment in the price and the time for performance shall be made by agreement of the parties, and the order shall be modified in writing accordingly; provided, however, that any request by Seller for an adjustment hereunder must be asserted within thirty days or a time period as mutually agreed upon by the Buyer and Seller in writing from the date of a start order for resumption of work. Refer to Article 6, Changes, paragraph (h) for the requirements of certifying a Request for Equitable Adjustment.

13. Clauses Incorporated by Reference

The following clauses and provisions of the FAR and DFARS, as indicated, in effect as of September 26, 2018, are incorporated by reference with the same force and effect as if the clauses were provided in full text. Except as noted for implementation of Alternate I to FAR 52.245-1, Government Property, the incorporated clauses may contain prefaces providing direction on implementation; in such instances, the clause alone applies and the implementation direction remains inapplicable. Except as otherwise provided at the specific referenced clause, (i) the clauses apply to all fixed type and cost type orders, and (ii) the meanings at Article 1, Definitions and Meanings to these terms and conditions, to include meaning b(3) and its note, shall specifically apply.

<input checked="" type="checkbox"/> FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
<input type="checkbox"/> FAR 52.204-2	Security Requirements
<input type="checkbox"/> FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems
<input checked="" type="checkbox"/> FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
<input checked="" type="checkbox"/> FAR 52.211-5	Material Requirements
<input checked="" type="checkbox"/> FAR 52.211-15	Defense Priority and Allocation Requirements
<input checked="" type="checkbox"/> FAR 52.222-1	Notice to Government of Labor Disputes
<input checked="" type="checkbox"/> FAR 52.222-19	Child Labor – Cooperation with Authorities and Remedies
<input checked="" type="checkbox"/> FAR 52.222-21	Prohibition of Segregated Facilities
<input checked="" type="checkbox"/> FAR 52.222-26	Equal Opportunity
<input checked="" type="checkbox"/> FAR 52.222-50	Combating Trafficking in Persons
<input checked="" type="checkbox"/> FAR 52.223-3	Hazardous Material Identification and Material Safety Data
<input type="checkbox"/> FAR 52.223-7	Notice of Radioactive Materials
<input checked="" type="checkbox"/> FAR 52.223-13	Restrictions on Certain Foreign Purchases
<input checked="" type="checkbox"/> FAR 52.227-3	Patent Indemnity
<input type="checkbox"/> FAR 52.227-9	Refund of Royalties
<input type="checkbox"/> FAR 52.227-10	Filing of Patent Applications-Classified Subject Matter
<input type="checkbox"/> FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors
<input checked="" type="checkbox"/> FAR 52.234-1	Industrial Resources Developed Under Title III, Defense Production
<input checked="" type="checkbox"/> FAR 52.244-6	Subcontracts for Commercial Items

<input checked="" type="checkbox"/>	FAR 52.245-1	Government Property
<input checked="" type="checkbox"/>	FAR 52.245-9	Use and Charges
<input type="checkbox"/>	FAR 52.246-3	Inspection of Supplies – Cost Reimbursement (Cost Type Contracts)
<input type="checkbox"/>	FAR 52.246-5	Inspection of Services – Cost Reimbursement (Cost Type Contracts)
<input type="checkbox"/>	FAR 52.246-6	Inspection – Time and Material and Labor Hour (Cost Type Contracts)
<input checked="" type="checkbox"/>	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (6/03)
<input checked="" type="checkbox"/>	FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (2/06)
<input checked="" type="checkbox"/>	FAR 52.249-8	Default (Fixed Price Supply and Service)
<input checked="" type="checkbox"/>	DFARS 252.203-7000	Requirements Relating to Compensation of Former DOD Officials
<input checked="" type="checkbox"/>	DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights
<input checked="" type="checkbox"/>	DFARS 252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
<input checked="" type="checkbox"/>	DFARS 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 Protocol
<input checked="" type="checkbox"/>	DFARS 252.204-7012	Safeguarding or Covered Defense Information and Cyber Incident Reporting
<input checked="" type="checkbox"/>	DFARS 252.223-7008	Prohibition of Hexavalent Chromium
<input checked="" type="checkbox"/>	DFARS 252.225-7001	Buy American Act and Balance of Payments Program
<input checked="" type="checkbox"/>	DFARS 252.225-7013	Duty Free Entry
<input checked="" type="checkbox"/>	DFARS 252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
<input checked="" type="checkbox"/>	DFARS 252.225-7025	Restriction on Acquisition of Forgings
<input checked="" type="checkbox"/>	DFARS 252.239-7018	Supply Chain Risk
<input checked="" type="checkbox"/>	DFARS 252.244-7000	Subcontracts for Commercial Items
<input checked="" type="checkbox"/>	DFARS 252.245-7002	Reporting Loss of Government Property
<input checked="" type="checkbox"/>	DFARS 252.246-7003	Notification of Potential Safety Issue
<input checked="" type="checkbox"/>	DFARS 252.246-7008	Sources of Electronic Parts
	Purchase Orders Exceeding \$3,500	
<input checked="" type="checkbox"/>	FAR 52.222-54	Employment Eligibility Verification
	Purchase Orders Exceeding \$10,000	
<input checked="" type="checkbox"/>	FAR 52.222-40	Notification of Employee Rights under the National Labor Relations Act
<input checked="" type="checkbox"/>	FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
	Purchase Orders Exceeding \$15,000	
<input checked="" type="checkbox"/>	FAR 52.222-36	Equal Opportunity for Workers with Disabilities
	Purchase Orders Exceeding \$35,000	
<input type="checkbox"/>	FAR 52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
<input type="checkbox"/>	DFARS 252.209-7004	Subcontracting with Firms That are Owned or Controlled by the Government that is state sponsor of terrorism
	Purchase Orders Exceeding \$150,000	
<input type="checkbox"/>	FAR 52.203-7	Anti-Kickback Procedures
<input type="checkbox"/>	FAR 52.222-35	Equal Opportunity for Veterans
<input type="checkbox"/>	FAR 52.222-37	Employment Reports on Veterans
	Purchase Orders Exceeding \$250,000	
<input type="checkbox"/>	FAR 52.203-6	Restriction on Subcontractor Sales to the Government
<input type="checkbox"/>	FAR 52.215-2	Audit and Records-Negotiation
<input type="checkbox"/>	FAR 52.215-14	Integrity of Unit Prices (less paragraph (b), which is deleted)
<input type="checkbox"/>	FAR 52.219-8	Utilization of Small Business Concerns
<input type="checkbox"/>	FAR 52.227-1	Authorization and Consent
<input type="checkbox"/>	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
<input type="checkbox"/>	FAR 52.244-5	Competition in Subcontracting
<input type="checkbox"/>	DFARS 252.225-7008	Restriction on Acquisition of Specialty Metals
<input type="checkbox"/>	DFARS 525.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
<input type="checkbox"/>	DFARS 252.247-7023	Transportation of Supplies by Sea
<input type="checkbox"/>	DFARS 252.247-7024	Notification of Transportation of Supplies by Sea
	Purchase Orders Exceeding \$700,000	
<input type="checkbox"/>	FAR 52.219-9	Small Business Subcontracting Plan and Alternate II
<input type="checkbox"/>	DFARS 252.219-7003	Small Business Subcontracting Plan
<input type="checkbox"/>	DFARS 252.249-7002	Notification of Anticipated Contract Terminations or Reductions
	Purchase Orders Exceeding \$1,000,000	
<input type="checkbox"/>	DFARS 252.222-7006	Restrictions on the use of Mandatory Arbitration Agreements
	Purchase Orders Exceeding \$2,000,000	
<input type="checkbox"/>	FAR 52.215-10	Price Reduction for Defective Cost or Pricing Data
<input type="checkbox"/>	FAR 52.215-12	Subcontractor Cost or Pricing Data
<input type="checkbox"/>	FAR 52.215-15	Pensions Adjustments and Asset Reversions
<input type="checkbox"/>	FAR 52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefit (PRB) Other Than Pensions
<input type="checkbox"/>	FAR 52.215-19	Notification of Ownership Changes
<input type="checkbox"/>	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications
<input type="checkbox"/>	FAR 52.230-2	
<input type="checkbox"/>	FAR 52.230-3	

- FAR 52.230-6
- DFARS 252.215-7000 Pricing Adjustments
- Purchase Orders Exceeding \$5,500,000**
- FAR 52.203-13 Contractor Code of Business Ethics and Conduct
- DFARS 252.203-7004 Display of Hotline Posters

14. Pricing of Adjustments

When costs are a factor in any determination of a purchase order price adjustment pursuant to Article 6, "Changes", Article 22, "Suspension of Work for the Convenience of Buyer", Article 30, "Termination" or any other article or provision of this purchase order, such costs shall be in accordance with the provisions of FAR Part 31 and DFARS Part 231 in effect on September 26, 2018.

15. Termination

Without limiting Buyer's right to terminate this purchase order for the default of Seller as provided in the article entitled, "Default", Buyer may terminate all or any part of the work under this purchase order in accordance with the provisions of FAR 52.249-2, Termination for Convenience of the Government (Fixed-Price), less subparagraph U) in effect on September 26, 2018 except that (i) the meanings at Article 1, Definitions and Meanings to these terms and conditions, to include meaning b(3) and its note, shall specifically apply and (ii) the time limit for submittal of termination settlement proposal as specified in paragraph (e) of such article is changed to read "four months from the effective date of termination or such further period as may be mutually agreed upon". For the requirements of certifying a termination settlement proposal refer to Article 6, Changes, paragraph (h).

16. Fraud or Falsification

a. This purchase order and activities hereunder are within the jurisdiction of the Department of Energy and/or the Navy. Any knowing and willful act to falsify, conceal or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with the performance of work under this purchase order may be punishable in accordance with applicable Federal Statutes.

b. Seller agrees that all employees engaged in the performance of this purchase order will be, if they have not been previously, informed in writing prior to commencing performance of work under this purchase order that there is a risk of Federal criminal penalties associated with any falsification, concealment or misrepresentation in connection with work performed under this purchase order. Seller agrees that a signed statement shall be, if it has not been previously, obtained from said employees prior to their commencing performance of work under this purchase order that they have been so informed. Such statements shall be retained by the Seller for at least three years after final payment on this purchase order. An acceptable form for such a statement is substantially as follows:

"This company/division/department/branch performs work under contracts which are within the jurisdiction of departments of the United States Government. Some of the work performed under these contracts affects the national security of the United States and the requirements of these contracts are designed to ensure that essential attributes of the work are carefully checked or inspected and that records accurately reflect the results of all work. Any falsification, concealment or alteration of any material fact, or any false, fraudulent or fictitious statement or representation in connection with the work under any contract within the jurisdiction of the Government is not only prohibited by company policy, but may also be punishable under Federal Law. Please acknowledge by your signature that you have read and understand the above."

c. Seller must also agree to include the following statement preprinted (or otherwise permanently affixed) on each manufacturing, inspection or test record used in conjunction with the subject subcontract:

"Note: The recording of false, fictitious or fraudulent statements or entries on this document may be punishable as a felony under Federal Statute."

- d. Seller shall include all provisions of this Article including this sentence in all subtier contracts under this order. Any inability or unwillingness of a subtier supplier to comply with this provision should be documented in writing and submitted to the Prime Contractor.
- e. Seller shall advise Buyer promptly upon identification of any potential or actual fraud and falsification incidents pertaining to this order and occurring either within its own organization or within its subtier(s) organization.

17. Disclosure of Information

- a. General Requirements. The Seller shall not release to anyone outside the Seller's organization any unclassified information, regardless of medium (e.g., film, tape, document, display, brochure, etc.), regardless of purpose (e.g., P.O. performance, advertising, promotion, etc.) pertaining to any part of this purchase order or any program related to this purchase order unless
 - (1) The Buyer has given prior written approval; or
 - (2) The information is otherwise in the public domain before the date of release.
- b. Request Format and Timing. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Seller shall submit its request to Buyer at least sixty (60) days before the proposed date for release.
- c. Exception/Approval. In accordance with Paragraph (a)(1) above, approval is granted to Seller so that, as necessary, it may disclose unclassified information, including sensitive unclassified information, to domestic entities under subcontract either actually or prospectively, (including subtier orders), regardless of tier, under the purchase order for the provision of Naval Nuclear Propulsion Program (NNPP) supplies or services, entities of the Federal Government involved in the Naval Nuclear Propulsion Program having a need to know; and other entities performing NNPP work. This authority does not authorize Seller to release any information under or related to the subject order to any entity not specified above, or not specifically affiliated with Seller under the subject purchase order through a contractual or prospective contractual relationship. In addition, this authority does not authorize the Seller to release any information under or related to the subject order to a foreign source prior to submitting the information to the Buyer for either specific Buyer approval or information as required by the purchase order. Moreover, approval for release of information to subtiers and other entities with which Seller has a contractual or prospective contractual relationship does not extend to those entities who, regardless of relationship, do not have in place proper safeguards and procedures for receipt and handling of the sensitive information.

The requirements of Paragraphs (a) and (b) above remain in effect as set forth and Seller must receive approval for release to any entity not covered by the authority set forth above in this paragraph (c). NOTE: For more specific guidance in this area, see security control documentation applicable to this order.

Litigation. Should any information described in (a) above be requested, subpoenaed, or otherwise sought by a court or other judicial or administrative authority, this should be promptly brought to the attention of the Buyer to permit appropriate measures to be taken to protect the information. Under no circumstances should information, other than Paragraph (a)(2) information, be released to such authority without prior notification to, and agreement of, Buyer.
- d. Survivability. Seller agrees that the requirements of this Article 32, to include Seller's obligation to obtain prior Buyer approval of any release other than a Paragraph (a)(2) or (c) release, shall survive the purchase order and that Seller shall not for a period of twenty years subsequent to the issuance of the purchase order either directly or indirectly issue any such release without the requisite approval of Buyer, its successors or assignee.

- e. DFARS 252.204-7015, Notice of Authorized Disclosure of Information for Litigation Support is incorporated by reference. Any planned release of information made by Seller or subtier suppliers shall be subject to Buyer's authorization as identified above.
- f. Mandatory Passdown. Seller shall include all provisions of this Article 32, including this sentence, in all subtier orders under this purchase order. Subtier requests for authorization to release information shall be submitted through Seller to Buyer.

18. Export Controlled Items

In accordance with DFARS 252.225-7048, Export Controlled Items, the following applies:

- (a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:
 - (1) "Defense Items," defined in the Arms Export Control Act, 22 U.S.C. 2778(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.
 - (2) "Items," defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1.
- (b) The Seller shall comply with all applicable law and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Seller shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.
- (c) The Seller's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.
- (d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to:
 - (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
 - (2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);
 - (3) The International Emergency Economic Powers Act (60 U.S.C. 1701, et seq.);
 - (4) The Export Administration Regulations (15 CFR Parts 730-774);
 - (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
 - (6) Executive Order 13222, as extended.
- (e) The Seller shall include the substance of this clause, including this paragraph (e), in all subcontracts.

Additional Provisions:

- (a) Seller agrees that it will not transfer any export controlled item, data, or services to include transfer to foreign persons employed by, or associated with, or under purchase order to Seller or Seller's lower-tier suppliers, without the authority of an export license or applicable license exemption.
- (b) Seller agrees to notify the Buyer if any deliverable under this Purchase Order is restricted by export control laws or regulations.
- (c) Seller shall immediately notify the Buyer if Seller is or becomes listed in any Denied Parties List, or if Seller's export privileges are otherwise denied, suspended, or revoked in whole or in part by

any U.S. Government entity or agency.

- (d) Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses including attorney fees, all expenses of litigation and/or settlement, and court costs arising from any act or omission of the Seller, its officers, employees, agents, suppliers, or subcontractors at any tier in the performance of any of its obligation under the "Export Controlled Items" provisions.