



**FEDERAL RESOURCES SUPPLY COMPANY  
PURCHASE ORDER TERMS AND CONDITIONS  
("TERMS AND CONDITIONS")**

**Federal Resources Supply Company ("FR" or "Federal Resources")** hereby issues the attached Purchase Order ("PO") to Supplier and incorporates the following Terms and Conditions, which are accepted and agreed by Supplier. Additional terms and conditions may be established by Federal Resources in the Purchase Order. Any and all terms and conditions submitted by Supplier as part of an invoice or otherwise are of no force or effect. To the extent any terms and conditions contained in the PO are in direct conflict with these Terms and Conditions, these Terms and conditions shall prevail unless the conflicting PO terms and conditions specifically cite the provision of these Terms and Conditions to be overridden.

FR is the parent company of KDA LLC ("KDA"), COTS Solutions LLC ("COTS"), and Wright Tool Company ("WTC"). These terms and conditions shall apply to purchase orders issued by KDA, COTS, and WTC, and any other subsidiary of FR, and in that event, "FR" and "Federal Resources" will be interpreted as "KDA," "COTS," or "WTC" (or the name of the subsidiary) as applicable. FR may freely assign its rights and obligations under any FR purchase order to KDA, COTS, or WTC, or any other FR subsidiary, as applicable, where such entity shall be the procuring company.

**1. ACCEPTANCE**

Federal Resources may, at its option, accept any offer submitted by Supplier in response to a Request for Quotation by Federal Resources as a binding agreement. Fulfillment by Supplier of the items and/or services ordered by Federal Resources constitutes consent by the Supplier to these Terms and Conditions. Correspondence (including, for example, letter, facsimile and electronic mail) confirming FR's order, or any signed Purchase Order (which shall include any kind of signed order or agreement for the goods and/or services in question) shall also constitute acceptance by Supplier of these Terms and Conditions.

**2. BRAND NAMES**

The Supplier shall provide the goods and/or services as proposed to include brand names and part numbers proposed. Strict compliance with the Purchase Order is required and no substitutions are acceptable without the prior written consent of Federal Resources.

**3. FREIGHT**

All item(s) unless otherwise specified in the Purchase Order shall be FOB Destination, Freight Prepaid. If "Freight Prepaid and Add" has been arranged in advance, charges for freight must be accompanied by a copy of the freight bill. No payments for freight will be made without a copy of the freight bill that includes Federal Resources' Purchase Order number.

**4. DELIVERY; FAILURE TO MEET DELIVERY DATE**

The goods and services required by the Purchase Order shall be delivered in accordance with the delivery schedule contained in the Purchase Order. The time of delivery stated is of the essence. The date specified for delivery is the required delivery date at the designated destination, unless otherwise expressly noted in the Purchase Order. Delivery shall not be deemed complete until the goods have



been actually received and accepted by Federal Resources, notwithstanding delivery to any carrier, or until orders for services have been performed, received, and accepted by Federal Resources. Supplier acknowledges that Federal Resources may be reselling the goods and/or services provided by Supplier and a failure to meet delivery requirements may result in damages to Federal Resources, for which Supplier will be liable.

In addition to any other remedies Federal Resources may have, in the event the Supplier fails to provide goods or services upon the date agreed in the applicable PO, Federal Resources may charge at its sole discretion, and Supplier shall pay the following amounts (including the right of Federal Resources to set-off such amounts against other amounts due Supplier):

- (a) The total of (a) any amount already paid to Supplier by Federal Resources for such late goods and/or services, plus (b) damages incurred by Federal Resources arising from or related to any agreement Federal Resources may have with its customer to provide the late goods and/or services, plus (b) any additional cover damages incurred by Federal Resources to obtain the goods and services from another source; or
- (b) The total of (a) any amount already paid to Supplier by Federal Resources for such late goods and/or services, plus (b) liquidated damages in the amount of five percent (5%) of the value of the goods and services per day of lateness of delivery.

## **5. INSPECTION**

All materials furnished and services performed pursuant hereto shall be subject to inspection and testing by Federal Resources and its agents and by its customers. In the event that goods supplied are not provided in accordance with the Purchase Order, Supplier product descriptions and any applicable specifications and instructions of Federal Resources, Federal Resources may require immediate correction thereof, or as to services, require that the services be immediately corrected or rendered again at Supplier's expense. If such defects exist, and if Supplier is unable or refuses to immediately replace the goods or correct the services to conform to the Purchase Order, Federal Resources may terminate the Purchase Order for default, with no liability to Federal Resources.

## **6. FEES; PAYMENT**

Except where the parties have otherwise agreed in writing, invoices will be paid by Federal Resources within forty-five (45) days of Federal Resources' receipt of a proper invoice. Federal Resources may make any adjustments in Supplier's invoices due to shortages, late delivery, rejections, or other failure to comply with the requirements of the Purchase Order before payment. Supplier's invoices shall contain such detail and information as reasonably requested by Federal Resources. Payment shall not constitute final acceptance by Federal Resources. Federal Resources may offset against any payment hereunder any amount owed to Federal Resources by Supplier.

Supplier's total charges shall be set forth in the Purchase Order. The charges specified in the Purchase Order are the total charges, including all amounts Supplier shall charge to Federal Resources to complete Supplier's obligations under the Purchase Order; no other fees, costs or expenses may be charged to Federal Resources except as set forth in the Purchase Order. Supplier shall not be entitled to charge for any services after ninety (90) days from the provision of such services.



All amounts payable under the Purchase Order are inclusive of any value added, goods and services, sales, excise or other applicable taxes (“Taxes”). If required by any law, statute, or regulation, Supplier will collect from Federal Resources and remit to the appropriate authorities, any Taxes applicable to the provision of the goods or services, if any. Supplier will issue the required tax invoice to Federal Resources unless Federal Resources provides Supplier with a timely and valid tax exemption certificate authorized by the appropriate taxing authority. Supplier shall indemnify and hold harmless Federal Resources from Supplier’s failure to comply with its obligation to collect and remit Taxes pursuant to this Section 6.

Federal Resources will only pay “Restocking Fees” specifically agreed upon in the Purchase Order.

## **7. REPRESENTATIONS AND WARRANTIES**

Supplier represents and warrants:

- (a) that all goods delivered pursuant hereto will be new, unless otherwise expressly permitted by Federal Resources, and free from defects in material and workmanship, and that all services will be delivered in a professional and workmanlike manner;
- (b) that all goods and services will conform to applicable specifications, drawings, and industry standards of quality and performance, and that all items will be free from defects in design and suitable for their intended purpose;
- (c) that the goods covered by this order are fit and safe for consumer use, if so intended;
- (d) Supplier’s performance hereunder, including its provision of goods and services, will be in accordance with all applicable laws, rules and regulations;
- (e) that Supplier has sufficient right, title and interest in the goods and services to provide them to Federal Resources (including its customers) as contemplated hereunder;
- (f) all Original Equipment Manufacturer (“OEM”) warranties and any other applicable Supplier warranties flow to Federal Resources, which may then be assigned by Federal Resources to its customer(s) and such warranties do not commence until the goods and services are accepted by Federal Resources’ customer;
- (g) all goods and services delivered pursuant hereto are provided free and clear of any liens or encumbrances; and
- (h) no goods or services delivered pursuant hereto shall infringe the intellectual property rights of any third party.

All representations and warranties of Supplier, together with its service warranties and guarantees, if any, shall run to Federal Resources and Federal Resources’ customers. The foregoing representations and warranties shall survive any delivery, inspection, acceptance, or payment by Federal Resources.



Supplier shall comply with the minimum service life for the offered good as provided for in the Purchase Order, Supplier's documentation related to the good, or in Supplier's quote to Federal Resources (if one was provided), whichever service life is longer.

## **8. PRICE PROTECTION**

Supplier warrants that, with respect to each good and/or services sold by Supplier hereunder, the prices charged for the good and/or service purchased pursuant hereto shall be no higher than Supplier's current price to any other customer for substantially the same quality and quantity of such good and/or service. Supplier agrees to protect Federal Resources against general price decline and in the event that during the period of awarded Purchase Order Supplier reduces said prices to any of its other customers for the same or similar products of the same or similar quantity, then the prices specified in the Purchase Order shall be lowered to reflect the reduced prices effective as of the date the lower prices shall were offered to Supplier's other customers.

## **9. CHANGES**

Federal Resources may, by written notice to Supplier at any time before completion of the Purchase Order or complete delivery is made under the Purchase Order, make changes within the general scope of the Purchase Order in any one or more of the following: (a) drawings, designs, or specifications; (b) quantity; (c) place of delivery; (d) method of shipment or routing; and/or (e) make changes in the amount of Federal Resources furnished property. If any such change causes a material increase or decrease in the cost of, or the time required, for the performance of any part of the work under the Purchase Order, Federal Resources shall make an equitable adjustment in the Purchase Order price or delivery schedule, or both, and shall modify the Purchase Order via amendment thereto. The Supplier must have notified Federal Resources in writing of any request for such adjustment within seven (7) days from the date of such notice from Federal Resources or from the date of any act of Federal Resources that Supplier considers constitutes a change. Supplier shall proceed with the work as changed without interruption.

## **10. CONFIDENTIALITY; NON-DISCLOSURE; INTELLECTUAL PROPERTY**

Federal Resources and Supplier agree that they will keep confidential and not disclose, disseminate or publish the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data, computer programs and software or other technical or proprietary information furnished, loaned or bailed by Federal Resources or Supplier hereunder (hereinafter collectively referred to as "Items/Information"), and Federal Resources and Supplier further agree that they will use such Items/Information only in the performance of the Purchase Order or, if authorized, other Purchase Orders from Federal Resources and not otherwise without Federal Resources' or Supplier's prior written consent. Notwithstanding any other provision herein, Federal Resources and Supplier shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing intellectual property unless there is a requirement for the assignment of intellectual property rights in the terms of the Purchase Order or the corresponding Request for Quotation issued by Federal Resources.

All Items/Information furnished, loaned or bailed by Federal Resources hereunder, or fabricated, manufactured, purchased, or otherwise acquired by Supplier for the performance of the Purchase Order and specifically charged to Federal Resources, are the property of Federal Resources.



Upon completion, expiration or termination of the Purchase Order, Supplier shall return all Items to Federal Resources in good condition, reasonable wear only excepted, together with all spoiled and surplus Items to Federal Resources, or make such other disposition thereof as may be directed or approved by Federal Resources. Supplier agrees to replace, at its expense, all such Items not so returned. Supplier shall make no charge for any storage, maintenance or retention of such Items. Supplier shall bear all risk of loss for all such Items in Supplier's possession.

Supplier also agrees to use any designs or data contained or embodied in such Items in accordance with any restrictive legends placed on such Items by the Federal Resources or any third party. If Federal Resources furnishes any material for fabrication hereunder, Supplier agrees:

- (a) not to substitute any other material for such fabrication without Federal Resources' prior written consent, and
- (b) that title to such material shall not be affected by incorporation in or attachment to any other property.

Supplier shall not disclose information regarding the Purchase Order to any third party, unless such disclosure is necessary for the performance of Supplier's obligations under the Purchase Order, and then only to the extent necessary for such performance. No news releases, public announcement, denial or confirmation of any part of the subject matter of any Purchase Order or any phase of any program hereunder shall be made without prior written consent of Federal Resources. The restrictions of this Section 10 shall continue in effect for a period of five (5) years upon completion of the Purchase Order or as the parties may mutually agree in writing upon termination of the Purchase Order. Failure to comply with the provisions of this clause may be cause for termination of the Purchase Order. If Supplier and Federal Resources have entered into a separate agreement regarding confidentiality and/or non-disclosure, then the terms of that agreement shall supplement the terms and conditions of this clause, and where more restrictive, supersede the terms and conditions of this clause.

Subject to the confidentiality provisions of the Purchase Order, each party retains the right to use its skill and the knowledge, experience, and know-how, including ideas, concepts, and techniques, whether developed prior to, independently of, or in the course of performing, receiving, or using the services provided by Supplier. If any written materials or other deliverables ("Deliverables") are provided by Supplier and identified in the Purchase Order as a "Deliverable," the following terms and conditions shall apply with respect to the intellectual property rights of Federal Resources in such Deliverable:

Supplier hereby grants to Federal Resources a nonexclusive, irrevocable, world-wide, perpetual, fully paid up and royalty-free license to use, copy, modify, maintain, support, and create derivative works of any Supplier Materials. "Materials" means any and all reports, computer programs, documentation, specifications, products, work product, software, source code, algorithms, routines, graphics, files, software patches, enhancements, modifications, diagrams, charts, functional descriptions, photographs, surveys, or other materials, writings, or derivatives thereof however delivered. Federal Resources may not extract such licensed Supplier Materials from the Deliverables for use separately therefrom, unless so permitted in writing by Supplier. The foregoing license shall include use by Federal Resources' and Federal Resources' employees, consultants, auditors, agents, and service



providers, to the extent providing services to or on behalf of Federal Resources. Federal Resources may sublicense its rights to Federal Resources' customers for their internal use only. Any additional license terms and conditions shall be as mutually agreed by the parties in the Purchase Order.

If the parties do not set forth the ownership of any newly created deliverables expressly identified in the Purchase Order ("Newly Created Deliverables"), the following provisions shall apply: Federal Resources shall own all rights, including all intellectual property rights, in the Newly Created Deliverables (including all components comprising same) and Supplier hereby assigns and agrees to assign to Federal Resources all worldwide right, title and interest in, to and under all Newly Created Deliverables including the intellectual property rights therein. To the extent the Newly Created Deliverables, or any portion thereof, are works of authorship (as defined in the U.S. Copyright Act), Supplier expressly acknowledges and agrees that such Newly Created Deliverables, and/or the applicable portions thereof, shall be considered "works made for hire" with Federal Resources deemed the author and owner. Supplier shall affix the following proprietary rights notice to Newly Created Deliverables and copies thereof: "Copyright [Date] by Federal Resources Supply Company, Inc. All rights reserved." Supplier shall also affix such other notices concerning proprietary rights, trademarks, service marks, and similar matters as Federal Resources may reasonably direct from time to time.

#### **11. INSURANCE PROVISION FOR PROCUREMENT PURCHASE ORDERS /SUBCONTRACTS**

Without prejudice to Supplier's liability to indemnify Federal Resources, Supplier shall procure at its expense and maintain for the duration of any properly awarded Purchase Order, and ensure that any of its subcontractors used in connection with the Purchase Order procure and maintain, the insurance policies required below with financially responsible insurance companies, and with policy limits not less than those indicated below.

- (a) **Workers' Compensation:** Coverage for statutory obligations imposed by laws of any State in which the work is to be performed, including where applicable, coverage under the United States Longshoremen's and Harbor Workers' Act ("USL&H"), the Jones Act, and the Defense Base Act ("DBA"). In addition, the policy shall be endorsed to waive the insurer's rights of subrogation in favor of Federal Resources.
- (b) **Employer's Liability:** Coverage for injuries to employees not covered by workers' compensation with limits of at least \$1,000,000 each accident, \$1,000,000 each employee by disease, and \$1,000,000 policy limit by disease. In addition, the policy shall be endorsed to waive the insurer's rights of subrogation in favor of Federal Resources.
- (c) **Commercial General Liability:** Coverage for third party bodily injury and property damage, personal injury, products and completed operations, contractual liability, and independent subcontractors' liability with limits not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate. Federal Resources, its officers and employees, and Federal Resources' customer where required by Federal Resources' agreement with its customer, shall be named as additional insured and a waiver of subrogation shall be provided in favor of Federal Resources.



- (d) Business Automobile Liability: Coverage for use of all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability. Federal Resources, its officers and employees, and Federal Resources' customer where required by Federal Resources' Purchase Order with its customer, shall be named as additional insured and a waiver of subrogation shall be provided in favor of Federal Resources.
- (e) Professional Liability: If Supplier is performing any professional services, coverage for damages (including financial loss) caused by any acts, errors and omissions arising out of Supplier's performance of professional services with limits of not less than \$2,000,000 per claim and \$5,000,000 in the aggregate.
- (f) All-Risk Property Insurance: Coverage to repair or replace property, including goods covered by the Purchase Order, of Federal Resources and/or Federal Resources' customer which may be in the possession or control of Supplier. Federal Resources shall be named as a loss payee with respect to loss or damage to said property and/or goods furnished by Federal Resources. Further, Supplier assumes the risk of loss or destruction of or damage to any of its property and its employees' property, whether owned, hired, rented, borrowed, or otherwise. Supplier waives and shall ensure that its employees waive all rights of recovery against Federal Resources and Federal Resources' customer and their respective employees for any loss, destruction of or damage to any such property.

The required insurance coverage above shall be primary and non-contributing with respect to any other insurance that may be maintained by Federal Resources and notwithstanding any provision contained herein, the Supplier, and its employees, agents, representatives, consultants, subcontractors and suppliers, are not insured by Federal Resources, and are not covered under any policy of insurance that Federal Resources has obtained or has in place.

Supplier shall make available upon request of Federal Resources current certificates of insurance evidencing the insurance policies above, including evidence of additional insured status and waivers of subrogation where required. Federal Resources reserves the right to refuse to accept policies from companies with an A.M. Best Rating of less than A- VII. Supplier, or its insurers, shall provide thirty (30) days advance written notice to Federal Resources in the event of cancellation or material modification of any policy. Failure of Federal Resources to demand such certificates or to identify any deficiency in the insurance provided shall not be construed as or deemed to be a waiver of Supplier's, or its subcontractors', obligations to maintain the above insurance.

## **12. INDEMNIFICATION**

Supplier shall defend, indemnify and hold Federal Resources and Federal Resources' customers, and their directors, officers, employees and agents, harmless from and against any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) ("Damages") arising out of or relating to any actual or threatened claims, causes of action, lawsuits or other proceedings ("Claims"), regardless of legal theory, resulting in whole or in part, from:



- (a) Supplier's (or any of Supplier's subcontractors, suppliers, employees, agents or representatives) intentional misconduct, negligence, or fraud;
- (b) breach of any representation, warranty or covenant made by Supplier herein,
- (c) Supplier's (or any of Supplier's subcontractors, suppliers, employees, agents or representatives) non-compliance with any applicable law, rule or regulation; or
- (d) any claims that the products and/or services provided by Supplier infringe any patent, copyright, trademark, trade secret or any other proprietary right of any third party.

Federal Resources shall promptly notify Supplier of any claim against Federal Resources that is covered by this indemnification provision and shall, at its option, authorize representatives of Supplier, at Supplier's sole cost and expense, to settle or defend any such Claim, subject to approval by Federal Resources, and to represent Federal Resources in, or to take charge of, any litigation or other form of dispute resolution in connection therewith. In no event may Supplier settle any Claim on Federal Resources behalf without Federal Resources prior written authorization, which authorization shall not be unreasonably withheld.

### **13. TERMINATION AND DEFAULT**

Federal Resources may, by written notice of default for cause, as specified below, to the Supplier and in addition to any other remedies it may have, immediately terminate the whole or any part of any Purchase Order, without a restocking fee, in any one of the following circumstances:

- (a) if, in Federal Resources' reasonable discretion, Supplier fails to make progress in the work so as to endanger performance or delivery of the goods or to perform the services within the time specified herein or any extension thereof;
- (b) if Supplier misses a delivery date specified in a Purchase Order;
- (c) if Supplier fails to perform any of the other provisions of the Purchase Order and does not cure such failure within a period of ten (10) days (or such longer period as Federal Resources may authorize in writing) after receipt of notice from the Federal Resources specifying such failure; or
- (d) Supplier becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due.

Federal Resources may also terminate any Purchase Order for its convenience or its customers' convenience.

If the Purchase Order is terminated by Federal Resources for cause, Federal Resources may procure or otherwise obtain, upon such terms and in such manner as Federal Resources may deem appropriate, goods and/or services similar to those terminated, and Supplier, subject to the exceptions set forth below, shall be liable to Federal Resources for any excess procurement costs of such similar goods or services and any liability of Federal Resources to its customer resulting from such Supplier default.





If the termination by Federal Resources is for reasons other than for cause, Supplier shall submit a final termination settlement proposal to the Federal Resources. The Supplier shall submit the proposal promptly but no later than ten (10) days from the effective date of the termination. If Supplier fails to submit the proposal within the time allowed, Federal Resources may determine the amount, if any, due the Supplier resulting from the termination.

Upon termination, Supplier shall transfer title and deliver to Federal Resources, in the manner and to the extent requested in writing by Federal Resources, such complete articles, partially completed articles and materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, Deliverables, information and rights as Supplier has produced or acquired for the performance of the terminated part of the Purchase Order, and Federal Resources will pay Supplier the Purchase Order price for complete articles delivered to and accepted by Federal Resources (unless such acceptance has been impaired by Supplier's breach) and the fair value of the other property of Supplier so requested and delivered.

Supplier shall continue performance of the Purchase Order to the extent not terminated. In case of Supplier's default, Federal Resources' rights as set forth herein shall be in addition to Federal Resources' other rights although not set forth in the Purchase Order.

#### **14. NON-WAIVER OF RIGHTS**

The failure of Federal Resources to insist upon strict performance of any of the terms and conditions in the Purchase Order, or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of the same or to rely on any such terms or conditions at any time thereafter. The invalidity in whole or in part of any term or condition of these Terms and Conditions shall not affect the validity of other parts hereof.

#### **15. APPLICABLE STATE LAW; JURISDICTION**

This Purchase Order shall be governed by and construed in accordance with the laws of the State of Maryland, excluding the Maryland Uniform Computer Information Transaction Act, which the parties expressly opt out of to the maximum extent permitted by law. Supplier consents to the exclusive jurisdiction of the Maryland state and federal courts to resolve disputes arising under or related to these Terms and Conditions.

#### **16. EXPORT CONTROL COMPLIANCE FOR FOREIGN PERSONS**

The subject technology of the Purchase Order (together including data, services, and hardware provided hereunder) may be controlled for export purposes under the International Traffic in Arms Regulations ("ITAR") controlled by the U.S. Department of State or the Export Administration Regulations ("EAR") controlled by the U.S. Department of Commerce. ITAR controlled technology may not be exported without prior written authorization and certain EAR technology requires a prior license depending upon its categorization, destination, end-user and end-use. Exports or re-exports of any U.S. technology to any destination under U.S. sanction or embargo are forbidden.

Access to certain technology by Foreign Persons (working legally in the U.S.), may require an export license if the controlled technology would require a license prior to delivery to the Foreign Person's country of origin. Supplier is bound by U.S. export statutes and regulations and shall comply with all



U.S. export laws. Supplier shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under the Purchase Order.

Supplier hereby certifies that all Supplier employees who have access to controlled technology are U.S. citizens, have permanent U.S. residency or have been granted political asylum or refugee status in accordance with 8 U.S.C. §1324b(a)(3). Any non-citizens who do not meet one of these criteria are “Foreign Persons” within the meaning of this clause but have been authorized under export licenses to perform their work hereunder.

## **17. STANDARDS OF BUSINESS ETHICS & CONDUCT**

Federal Resources believes in fair and open competition and is committed to conducting its business fairly, impartially and in an ethical and proper manner. Federal Resources is a small business with the highest quality and ethical standards. These characteristics make it imperative that Federal Resources employees adhere to a particularly high ethical standard. Federal Resources ownership both demands and fosters highly ethical conduct because Federal Resources can be successful only when employees look after long-term interests of the company and resist pressures to compromise Federal Resources’ standards. Federal Resources’ expectation is that Supplier also will conduct its business fairly, impartially and in an ethical and proper manner. If Supplier has cause to believe that Federal Resources or any employee or agent of Federal Resources has acted improperly or unethically under this Purchase Order, Supplier shall report such behavior to the Federal Resources Human Resources Manager at 1-800-892- 1099. Copies of the Federal Resources Code of Business Ethics and Conduct are available from the Federal Resources Human Resources Manager.

## **18. INTELLECTUAL PROPERTY MANAGEMENT PLAN**

Where applicable, Supplier agrees to develop an Intellectual Property Plan (“IPP”) for each product developed under the Purchase Order that can be utilized as a research resource or tool by not-for-profit and for-profit organizations. The IPP must:

- (a) be in compliance with the provisions and spirit of the Bayh-Dole Act (35 U.S.C. §§ 200, *et seq.*);
- (b) be consistent with the Bayh-Dole Act and provide for the Government acquiring a non-exclusive license for the use of the product;
- (c) be in compliance with the provisions and spirit of the: Principles and Guidelines for Recipients of NIH Grants and Purchase Orders on Obtaining and Disseminating Biomedical Research Resources (64 FR 72090, December, 1999; available at <http://ott.od.nih.gov/pdfs/64FR72090.pdf>);
- (d) provide for the subject product being freely available for use within the DOD Project, and
- (e) not impose inappropriate reach-through royalty terms on the sale of an end item developed using the product.



An IPP for a product that is developed under the Purchase Order must be submitted to Federal Resources and approved prior to initial sale or transfer of the product other than as provided in (d) above.

## **19. PACKAGING, MARKING, AND SHIPPING**

All goods provided by Supplier shall be packaged, marked, and shipped in accordance with the Purchase Order. The Supplier shall guarantee that all required reports should be delivered in legible and acceptable condition.

- (a) Packaging: For the purpose of reports, “immediately usable and acceptable condition” includes securing the pages together in a suitable and reasonable manner to be agreed upon by Federal Resources. Boxes and/or other types of outer packaging, i.e., containers, wraps, etc., shall be suitable to the type of items being transmitted; and the mode of transportation utilized shall assure that such materials be received in an undamaged condition, in compliance with these Terms and Conditions.
- (b) Marking: All reports and/or other deliverable items under the Purchase Order shall be marked on the cover and cover page with the following identifiers: 1. Purchase Order Number; 2. Name of Supplier; 3. Supplier Address and contact information; 4. Part Number/Rev/Description; 5. Quantity, and; 6. Unit of Measure
- (c) Shipping: Shipping shall be accomplished by reasonable and suitable means that will ensure the integrity of the product delivered, in compliance with these Terms and Conditions.

## **20. PRODUCT RETURNS**

In the event that the Supplier delivers broken or defective materials under the Purchase Order, the Supplier shall immediately issue to Federal Resources a Return Materials Authorization (“RMA”) number, designate the address for the return, and replace the defective materials, at their expense. If Federal Resources’ customer directs Federal Resources to reduce the quantity of item(s) ordered, the Supplier shall immediately issue to Federal Resources an RMA number, designate the address for the return, and notify Federal Resources of any restocking fee (which fee is waived if not quoted as part of the Purchase Order). The Supplier shall refund Federal Resources any monies received, less any applicable restocking fee (if previously agreed by FR), within 14 days of receipt of returned materials at the Supplier’s location.

## **21. MISCELLANEOUS**

Supplier may not assign the Purchase Order or any interest herein, or delegate any obligation hereunder without the prior written consent of Federal Resources. If Supplier fails to obtain Federal Resources’ prior written consent, any such assignment or delegation shall be null and void. For all permitted assignments and delegations, the Purchase Order shall bind and inure to the benefit of the parties and their successors and assigns. Any signed Purchase Order shall be binding on the parties through original, facsimile or scanned and emailed signatures. All notices, requests and demands, other than routine communications under the Purchase Order, shall be in writing and shall, if properly addressed, be deemed to have been duly given when delivered, or when transmitted by confirmed



facsimile, or one business day after being given to an overnight courier with a reliable system for tracking delivery, or three (3) business days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. Both parties agree that they are independent entities. Nothing in the Purchase Order shall be construed to create a partnership, joint venture, or agency relationship between the parties. Each party is responsible for the supervision, management, direction, employment costs, and payment of compensation of its own employees. Unless otherwise expressly set forth in the Purchase Order, all remedies available to either party for breach of the Purchase Order are cumulative and may be exercised concurrently or separately, are in addition to any other rights and remedies provided by law, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of other remedies. No failure of either party to exercise any power or right granted hereunder to insist upon strict compliance with any obligation hereunder, and no custom or practice of the parties with regard to the terms and performance hereof shall constitute a waiver of the rights of such party to demand full and exact compliance with the terms of the Purchase Order. These Terms and Conditions, the Purchase Order and its exhibits, appendices, or any other attachments constitutes the entire understanding of the parties with respect to the subject matter herein. This Purchase Order may not be amended or modified by a purchase order, invoice or similar form, conduct manifesting assent, or by electronic signature, and each party is hereby put on notice that any individual purporting to amend or modify the Purchase Order by a purchase order, invoice or similar form, conduct manifesting assent or by electronic signature is not authorized to do so. No effect will be given to any click-wrap, browse-wrap or other pre-printed standard license agreement for any deliverable supplied by Supplier under the Purchase Order. No waiver of any provision or right hereunder will be valid unless it is in writing and signed by the party giving such waiver. If any provision of the Purchase Order is held by a court of competent jurisdiction to be overly broad, excessive, or unenforceable in any circumstances or to any extent, then the remainder of the Purchase Order and the application of such provision or portion in all other circumstances shall be valid and enforceable to the fullest extent permitted by law or equity.

## **22. PLACE OF PERFORMANCE NOTIFICATION**

If the Supplier's place of performance has changed since the last time Federal Resources has procured the part numbers delineated on this purchase order, Supplier shall notify Federal Resources of the change in the place of performance, including but not limited to change in design that affects form, fit, or function, and/or a change in the location of manufacturing, assembly, or testing location, with regard to the requirements of this purchase order. Such notification shall be made to Federal Resources within thirty (30) days of issuance of this purchase order.

## **23. FEDERAL ACQUISITION REGULATION (FAR) and DEFENSE FAR SUPPLEMENT (DFARS) FLOWDOWN CLAUSES**

- a) If this Firm Fixed Price Purchase Order is for non-commercial items/services under a U.S. Government Contract, the FAR and DFARS clauses referenced in Exhibit A are incorporated herein by reference at the effective version found in Federal Resources' Prime Contract, or higher-tier subcontract under which this Purchase Order is a subcontract.
- b) If this Firm Fixed Price Purchase Order is for commercial items/services, as defined in FAR 2.101, under a U.S. Government Contract, the FAR and DFARS clauses referenced in Exhibit



B are incorporated herein by reference at the effective version found in Federal Resources' Prime Contract, or higher-tier subcontract under which this Purchase Order is a subcontract.

- c) If this Cost Reimbursement Purchase Order is under a U.S. Government Contract, the FAR and DFARS clauses referenced in Exhibit C are incorporated herein by reference at the effective version found in Federal Resources' Prime Contract, or higher-tier subcontract under which this Purchase Order is a subcontract.
- d) If this Time and Material Purchase Order is under a U.S. Government Contract, the FAR and DFARS clauses referenced in Exhibit D are incorporated herein by reference at the effective version found in Federal Resources' Prime Contract, or higher-tier subcontract under which this Purchase Order is a subcontract.
- e) If this Purchase Order is not for a U.S. Government Contract, Clause 23 shall be deemed as non-applicable and will be self-deleting.
- f) Pursuant to (a), (b), (c), (d), or (e) of this Clause, the listed FAR and DFARS Clauses are incorporated herein as if set forth in full text unless the FAR or DFARS Clause is not applicable to the Purchase Order by a condition/requirement stated therein. Supplier shall include the appropriate FAR and DFARS clauses as required in any lower-tier subcontract. For such Flowdown clauses, the terms "Government," "Contractor" and "Contracting Officer" shall mean "FR," "Supplier" and "FR's Director of Contracts," respectively. There will be no substitution of "Government" where: 1) access to Supplier's confidential or proprietary cost data is required, or such access shall be reserved to the Government; or 2) the Government is acting in its sovereign capacity; or 3) the provision relates to intellectual property rights, termination rights or limitation of liability rights as between the parties. None of the Flowdown clauses shall be read to restrict these Terms and Conditions.



**Exhibit A – Regulatory Flowdown Clauses for Firm Fixed Price Purchase Order  
for Non-Commercial Items/Services under a U.S. Government Contract**

<b>FAR Reference</b>	<b>Clause Title</b>
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
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hotline Poster(s)
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.203-16	Preventing Personal Conflicts of Interest
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights
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
52.204-14	Service Contract Reporting Requirements
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts
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
52.208-8	Required Sources for Helium and Helium Usage Data
52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.214-26	Audit and Records—Sealed Bidding
52.214-26	Audit and Records—Sealed Bidding--Alternate I
52.214-28	Subcontractor Certified Cost or Pricing Data—Modifications—Sealed Bidding
52.215-2	Audit and Records—Negotiation
52.215-2	Audit and Records—Negotiation--Alternate I
52.215-2	Audit and Records—Negotiation--Alternate III
52.215-12	Subcontractor Certified Cost or Pricing Data
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications
52.215-14	Integrity of Unit Prices



52.215-14	Integrity of Unit Prices--Alternate I
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 Changes
52.215-23	Limitations on Pass-Through Charges
52.215-23	Limitations on Pass-Through Charges--Alternate I
52.219-8	Utilization of Small Business Concerns
52.222-4	Contract Work Hours and Safety Standards —Overtime Compensation
52.222-17	Nondisplacement of Qualified Workers
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-26	Equal Opportunity--Alternate I
52.222-35	Equal Opportunity for Veterans
52.222-35	Equal Opportunity for Veterans--Alternate I
52.222-36	Equal Opportunity for Workers with Disabilities
52.222-36	Equal Opportunity for Workers with Disabilities--Alternate I
52.222-37	Employment Reports on Veterans
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222-41	Service Contract Labor Standards
52.222-50	Combating Trafficking in Persons
52.222-50	Combating Trafficking in Persons--Alternate I
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements
52.222-54	Employment Eligibility Verification
52.222-55	Minimum Wages Under Executive Order 13658
52.222-62	Paid Sick Leave Under Executive Order 13706
52.223-7	Notice of Radioactive Materials
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.224-2	Privacy Act
52.224-3	Privacy Training
52.224-3	Privacy Training--Alternate I
52.225-8	Duty-Free Entry
52.225-13	Restrictions on Certain Foreign Purchases



52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States
52.225-26	Contractors Performing Private Security Functions Outside the United States
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-9	Refund of Royalties
52.227-10	Filing of Patent Applications—Classified Subject Matter
52.228-3	Workers' Compensation Insurance (Defense Base Act)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas
52.228-5	Insurance—Work on a Government Installation
52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.230-4	Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns
52.230-5	Cost Accounting Standards—Educational Institution
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
52.236-13	Accident Prevention--Alternate I
52.237-7	Indemnification and Medical Liability Insurance
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.245-1	Government Property--Alternate I
52.246-11	Higher-Level Contract Quality Requirement
52.247-63	Preference for U.S.-Flag Air Carriers
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels--Alternate I
52.248-1	Value Engineering
52.248-1	Value Engineering--Alternate I
52.248-1	Value Engineering--Alternate II
52.248-1	Value Engineering--Alternate III





DFARS Reference	Clause Title
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.203-7004	Display of Hotline Posters
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 Protocol
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
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material
252.211-7000	Acquisition Streamlining
252.211-7003	Item Unique Identification and Valuation
252.219-7004	Small Business Subcontracting Plan (Test Program)
252.222-7000	Restrictions on Employment of Personnel
252.223-7002	Safety Precautions for Ammunition and Explosives
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials--Basic
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials--Alternate I
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
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
252.225-7033	Waiver of United Kingdom Levies



252.225-7039	Defense Contractors Performing Private Security Functions Outside the United States
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States
252.225-7047	Exports by Approved Community Members in Performance of the Contract
252.225-7048	Export-Controlled Items
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
252.227-7013	Rights in Technical Data--Noncommercial Items
252.227-7013	Rights in Technical Data--Noncommercial Items--Alternate II
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	Technical Data--Commercial Items
252.227-7015	Technical Data--Commercial Items--Alternate I
252.227-7037	Validation of Restrictive Markings on Technical Data
252.228-7001	Ground and Flight Risk
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
252.229-7004	Status of Contractor as a Direct Contractor (Spain)
252.229-7011	Reporting of Foreign Taxes – U.S. Assistance Programs
252.229-7014	Taxes—Foreign Contracts in Afghanistan
252.229-7015	Taxes—Foreign Contracts in Afghanistan (North Atlantic Treaty Organization Status of Forces Agreement)
252.234-7002	Earned Value Management System
252.235-7003	Frequency Authorization--Basic
252.235-7003	Frequency Authorization--Alternate I
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel
252.237-7019	Training for Contractor Personnel Interacting with Detainees
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



252.247-7023	Transportation of Supplies by Sea--Basic
252.247-7023	Transportation of Supplies by Sea--Alternate I
252.247-7023	Transportation of Supplies by Sea--Alternate II
252.247-7024	Notification of Transportation of Supplies by Sea



**Exhibit B – Regulatory Flowdown Clauses for Firm Fixed Price Purchase Order  
for Commercial Items/Services under a U.S. Government Contract**

<b>FAR Reference</b>	<b>Clause Title</b>
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
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 and Other Covered Entities
52.219-8	Utilization of Small Business Concerns
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Veterans
52.222-36	Equal Opportunity for Workers with Disabilities
52.222-37	Employment Reports on Veterans
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222-50	Combating Trafficking in Persons
52.222-50	Combating Trafficking in Persons--Alternate I
52.222-55	Minimum Wages Under Executive Order 13658
52.222-62	Paid Sick Leave Under Executive Order 13706
52.224-3	Privacy Training
52.224-3	Privacy Training--Alternate I
52.225-26	Contractors Performing Private Security Functions Outside the United States
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
<b>DFARS Reference</b>	<b>Clause Title</b>
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 Contractors
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
252.211-7003	Item Unique Identification and Valuation



252.223-7008	Prohibition of Hexavalent Chromium
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7039	Defense Contractors Performing Private Security Functions Outside the United States
252.227-7013	Rights in Technical Data--Noncommercial Items
252.227-7013	Rights in Technical Data--Noncommercial Items--Alternate I
252.227-7013	Rights in Technical Data--Noncommercial Items--Alternate II
252.227-7015	Technical Data--Commercial Items
252.227-7015	Technical Data--Commercial Items--Alternate I
252.227-7037	Validation of Restrictive Markings on Technical Data
252.229-7014	Taxes—Foreign Contracts in Afghanistan
252.229-7015	Taxes—Foreign Contracts in Afghanistan (North Atlantic Treaty Organization Status of Forces Agreement)
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel
252.237-7019	Training for Contractor Personnel Interacting with Detainees
252.239-7010	Cloud Computing Services
252.244-7000	Subcontracts for Commercial Items
252.246-7008	Sources of Electronic Parts
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer
252.247-7023	Transportation of Supplies by Sea--Basic
252.247-7023	Transportation of Supplies by Sea--Alternate I
252.247-7023	Transportation of Supplies by Sea--Alternate II



**Exhibit C – Regulatory Flowdown Clauses for  
Cost Reimbursement Purchase Order under a U.S. Government Contract**

<b>FAR Reference</b>	<b>Clause Title</b>
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
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hotline Poster(s)
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.203-16	Preventing Personal Conflicts of Interest
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights
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
52.204-14	Service Contract Reporting Requirements
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts
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
52.208-8	Required Sources for Helium and Helium Usage Data
52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.215-2	Audit and Records—Negotiation
52.215-2	Audit and Records—Negotiation--Alternate I
52.215-2	Audit and Records—Negotiation--Alternate II
52.215-2	Audit and Records—Negotiation--Alternate III
52.215-12	Subcontractor Certified Cost or Pricing Data
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications
52.215-14	Integrity of Unit Prices
52.215-14	Integrity of Unit Prices--Alternate I
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 Changes
52.215-23	Limitations on Pass-Through Charges
52.215-23	Limitations on Pass-Through Charges--Alternate I
52.219-8	Utilization of Small Business Concerns
52.222-4	Contract Work Hours and Safety Standards —Overtime Compensation
52.222-17	Nondisplacement of Qualified Workers
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-26	Equal Opportunity--Alternate I
52.222-35	Equal Opportunity for Veterans
52.222-35	Equal Opportunity for Veterans--Alternate I
52.222-36	Equal Opportunity for Workers with Disabilities
52.222-36	Equal Opportunity for Workers with Disabilities--Alternate I
52.222-37	Employment Reports on Veterans
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222-41	Service Contract Labor Standards
52.222-50	Combating Trafficking in Persons
52.222-50	Combating Trafficking in Persons--Alternate I
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements
52.222-54	Employment Eligibility Verification
52.222-55	Minimum Wages Under Executive Order 13658
52.222-62	Paid Sick Leave Under Executive Order 13706
52.223-7	Notice of Radioactive Materials
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.224-2	Privacy Act
52.224-3	Privacy Training
52.224-3	Privacy Training--Alternate I
52.225-8	Duty-Free Entry
52.225-13	Restrictions on Certain Foreign Purchases
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States
52.225-26	Contractors Performing Private Security Functions Outside the United States
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations



52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-10	Filing of Patent Applications—Classified Subject Matter
52.228-3	Workers’ Compensation Insurance (Defense Base Act)
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas
52.229-10	State of New Mexico Gross Receipts and Compensating Tax
52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.230-4	Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns
52.230-5	Cost Accounting Standards—Educational Institution
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
52.236-13	Accident Prevention--Alternate I
52.237-7	Indemnification and Medical Liability Insurance
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.245-1	Government Property--Alternate I
52.246-11	Higher-Level Contract Quality Requirement
52.247-63	Preference for U.S.-Flag Air Carriers
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels--Alternate I
52.248-1	Value Engineering
52.248-1	Value Engineering--Alternate I
52.248-1	Value Engineering--Alternate II
52.248-1	Value Engineering--Alternate III
<b>DFARS Reference</b>	<b>Clause Title</b>
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.203-7004	Display of Hotline Posters
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 Protocol





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
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material
252.211-7000	Acquisition Streamlining
252.211-7003	Item Unique Identification and Valuation
252.219-7004	Small Business Subcontracting Plan (Test Program)
252.222-7000	Restrictions on Employment of Personnel
252.223-7002	Safety Precautions for Ammunition and Explosives
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials--Basic
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials--Alternate I
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
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
252.225-7033	Waiver of United Kingdom Levies
252.225-7039	Defense Contractors Performing Private Security Functions Outside the United States
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States
252.225-7047	Exports by Approved Community Members in Performance of the Contract
252.225-7048	Export-Controlled Items
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
252.227-7013	Rights in Technical Data--Noncommercial Items
252.227-7013	Rights in Technical Data--Noncommercial Items--Alternate II
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation



252.227-7015	Technical Data--Commercial Items
252.227-7015	Technical Data--Commercial Items--Alternate I
252.227-7037	Validation of Restrictive Markings on Technical Data
252.228-7001	Ground and Flight Risk
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
252.229-7004	Status of Contractor as a Direct Contractor (Spain)
252.229-7011	Reporting of Foreign Taxes – U.S. Assistance Programs
252.229-7014	Taxes—Foreign Contracts in Afghanistan
252.229-7015	Taxes—Foreign Contracts in Afghanistan (North Atlantic Treaty Organization Status of Forces Agreement)
252.234-7002	Earned Value Management System
252.235-7003	Frequency Authorization--Basic
252.235-7003	Frequency Authorization--Alternate I
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel
252.237-7019	Training for Contractor Personnel Interacting with Detainees
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
252.247-7023	Transportation of Supplies by Sea--Basic
252.247-7023	Transportation of Supplies by Sea--Alternate I
252.247-7023	Transportation of Supplies by Sea--Alternate II
252.247-7024	Notification of Transportation of Supplies by Sea



**Exhibit D – Regulatory Flowdown Clauses for  
Time and Material Purchase Order under a U.S. Government Contract**

<b>FAR Reference</b>	<b>Clause Title</b>
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
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hotline Poster(s)
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.203-16	Preventing Personal Conflicts of Interest
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights
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
52.208-8	Required Sources for Helium and Helium Usage Data
52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.215-2	Audit and Records—Negotiation
52.215-2	Audit and Records—Negotiation--Alternate I
52.215-2	Audit and Records—Negotiation--Alternate III
52.215-12	Subcontractor Certified Cost or Pricing Data
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications
52.215-14	Integrity of Unit Prices
52.215-14	Integrity of Unit Prices--Alternate I
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 Changes
52.215-23	Limitations on Pass-Through Charges
52.215-23	Limitations on Pass-Through Charges--Alternate I



52.219-8	Utilization of Small Business Concerns
52.222-4	Contract Work Hours and Safety Standards —Overtime Compensation
52.222-17	Nondisplacement of Qualified Workers
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-26	Equal Opportunity--Alternate I
52.222-35	Equal Opportunity for Veterans
52.222-35	Equal Opportunity for Veterans--Alternate I
52.222-36	Equal Opportunity for Workers with Disabilities
52.222-36	Equal Opportunity for Workers with Disabilities--Alternate I
52.222-37	Employment Reports on Veterans
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222-41	Service Contract Labor Standards
52.222-50	Combating Trafficking in Persons
52.222-50	Combating Trafficking in Persons--Alternate I
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements
52.222-54	Employment Eligibility Verification
52.222-55	Minimum Wages Under Executive Order 13658
52.222-62	Paid Sick Leave Under Executive Order 13706
52.223-7	Notice of Radioactive Materials
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.224-2	Privacy Act
52.224-3	Privacy Training
52.224-3	Privacy Training--Alternate I
52.225-8	Duty-Free Entry
52.225-13	Restrictions on Certain Foreign Purchases
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States
52.228-3	Workers' Compensation Insurance (Defense Base Act)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas
52.229-10	State of New Mexico Gross Receipts and Compensating Tax
52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Practices



52.230-4	Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns
52.230-5	Cost Accounting Standards—Educational Institution
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.236-13	Accident Prevention
52.236-13	Accident Prevention--Alternate I
52.237-7	Indemnification and Medical Liability Insurance
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.245-1	Government Property--Alternate I
52.246-11	Higher-Level Contract Quality Requirement
52.247-63	Preference for U.S.-Flag Air Carriers
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels--Alternate I
52.248-1	Value Engineering
52.248-1	Value Engineering--Alternate I
52.248-1	Value Engineering--Alternate II
52.248-1	Value Engineering--Alternate III
<b>DFARS Reference</b>	<b>Clause Title</b>
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.203-7004	Display of Hotline Posters
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 Protocol
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
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material
252.211-7000	Acquisition Streamlining



252.211-7003	Item Unique Identification and Valuation
252.219-7004	Small Business Subcontracting Plan (Test Program)
252.222-7000	Restrictions on Employment of Personnel
252.223-7002	Safety Precautions for Ammunition and Explosives
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials--Basic
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials--Alternate I
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
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
252.225-7033	Waiver of United Kingdom Levies
252.225-7039	Defense Contractors Performing Private Security Functions Outside the United States
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States
252.225-7047	Exports by Approved Community Members in Performance of the Contract
252.225-7048	Export-Controlled Items
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
252.227-7013	Rights in Technical Data--Noncommercial Items
252.227-7013	Rights in Technical Data--Noncommercial Items--Alternate II
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	Technical Data--Commercial Items
252.227-7015	Technical Data--Commercial Items--Alternate I
252.227-7037	Validation of Restrictive Markings on Technical Data
252.228-7001	Ground and Flight Risk
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles



252.229-7004	Status of Contractor as a Direct Contractor (Spain)
252.229-7011	Reporting of Foreign Taxes – U.S. Assistance Programs
252.229-7014	Taxes—Foreign Contracts in Afghanistan
252.229-7015	Taxes—Foreign Contracts in Afghanistan (North Atlantic Treaty Organization Status of Forces Agreement)
252.235-7003	Frequency Authorization--Basic
252.235-7003	Frequency Authorization--Alternate I
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel
252.237-7019	Training for Contractor Personnel Interacting with Detainees
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
252.247-7023	Transportation of Supplies by Sea--Basic
252.247-7023	Transportation of Supplies by Sea--Alternate I
252.247-7023	Transportation of Supplies by Sea--Alternate II