

This purchase order incorporates the following articles by reference, with the same force and effect as if they were given in full text. The revision of each article will be the one in effect on the date of the solicitation. Titles of articles are provided for reference purposes only and carry no substantive weight.

For purposes of this order, where the article says "Government", change it to read "Buyer"; where the article says "Contracting Officer", change it to read "Contracts Professional"; and where the article says "Contractor" or "Subcontractor", change it to read "Supplier". Articles pertaining to patent rights apply only to orders for research & development type work.

Based on the stated provisions, Supplier is to determine what articles must be inserted in its subcontracts to implement its obligations to Buyer (as identified in the order) and the Government and must implement them in its lower-tier subcontracts.

PART I. ARTICLES INCORPORATED BY REFERENCE

The following articles, as applicable, are incorporated by reference (except as noted):

ARTICLE	REFERENCE
BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	FAR 52.204-21
BUY AMERICAN - SUPPLIES	FAR 52.225-1
COMBATING TRAFFICKING IN PERSONS	FAR 52.222-50
DISCLOSURE OF INFORMATION	DFARS 252.204-7000
DUTY-FREE ENTRY	DFARS 252.225-7013
ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS	FAR 52.223-15
EXPORT-CONTROLLED ITEMS	DFARS 252.225-7048
FACILITIES CAPITAL COST OF MONEY	FAR 52.215-16
GOVERNMENT PROPERTY (with Alt I) - Alternate I does not apply to fixed-price purchase orders awarded on the basis of submission of certified cost or pricing data, cost-reimbursement, time-and-material, or labor-hour orders - The preamble of these provisions does not apply to this article; rather where the article says "Contractor", change it to read "Supplier"; where the article says "subcontractor", change it to read "sub-tier Supplier"; where the article says "contract", change it to read "purchase order"; where the article says "Contracting Officer", change it to read "Contracts Professional"	FAR 52.245-1
LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION	DFARS 252.204-7009
NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	DFARS 252.204-7015
NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DFARS.252.249-7002
NOTIFICATION OF POTENTIAL SAFETY ISSUES	DFARS 252.246-7003
PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT	FAR 52.227-13
PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FAR 52.247-64
PREFERENCE FOR U.S.-FLAG AIR CARRIERS	FAR 52.247-63
PRIVACY ACT NOTIFICATION	FAR 52.224-1
PRIVACY ACT Applies if the order requires the design, development, or operation of a system of records on individuals to accomplish work effort	FAR 52.224-2
PRIVACY TRAINING Applies if the purchase order requires employees to access, design, develop, or operate a system of records, or create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information	FAR 52.224-3
PROHIBITION ON HEXAVALENT CHROMIUM	DFARS 252.223-7008
PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	FAR 52.203-19
PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS CONCERNS	FAR 52.232-40
REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	DFARS 252.203-7002
RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DFARS 252.225-7016
RESTRICTION ON ACQUISITION OF FORGINGS	DFARS 252.225-7025
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FAR 52.225-13
RIGHTS IN BID OR PROPOSAL INFORMATION	DFARS 252.227-7016

ARTICLE	REFERENCE
RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION • See modifications in Part V. Articles Incorporated in Full Text	DFARS 252.227-7014
RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS • See modifications in Part V. Articles Incorporated in Full Text	DFARS 252.227-7013
SAFEGUARDING COVERED DEFENSE INFORMATION & CYBER INCIDENT REPORTING	DFARS 252.204-7012
SOURCES OF ELECTRONIC PARTS	DFARS 252.246-7008
SUBCONTRACTS FOR COMMERCIAL ITEMS	FAR 52.244-6
SUBCONTRACTS FOR COMMERCIAL ITEMS	DFARS 252.244-7000
SUPPLY CHAIN RISK • Applies if the purchase order involves the development or delivery of any information technology	DFARS 252.239-7018
TECHNICAL DATA--COMMERCIAL ITEMS	DFARS 252.227-7015
TRANSPORTATION OF SUPPLIES BY SEA	DFARS 252.247-7023
UTILIZATION OF SMALL BUSINESS CONCERNS	FAR 52.219-8
VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE	DFARS 252.227-7019
VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	DFARS 252.227-7037
WAIVER OF FACILITIES CAPITAL COST OF MONEY	FAR 52.215-17

PART II. ARTICLES INCORPORATED BY REFERENCE AT VARIOUS THRESHOLDS

The following articles, as applicable, are incorporated by reference (except as noted):

THRESHOLD	ARTICLE	REFERENCE
Greater than \$10,000	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	FAR 52.226-8
	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	FAR 52.222-40
Greater than \$15,000	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	FAR 52.222-36
Greater than \$30,000	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	FAR 52.204-10
Greater than \$35,000	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	FAR 52.209-6
Greater than \$100,000	AUTHORIZATION AND CONSENT (with Alt I)	FAR 52.227-1
Greater than \$150,000	ANTI-KICKBACK PROCEDURES	FAR 52.203-7
	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION	FAR 52.222-4
	EMPLOYMENT REPORTS ON VETERANS	FAR 52.222-37
	EQUAL OPPORTUNITY FOR VETERANS	FAR 52.222-35
	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	FAR 52.203-12
Greater than \$250,000	AUDIT AND RECORDS – NEGOTIATION	FAR 52.215-2
	BANKRUPTCY	FAR 52.242-13
	DEFINITIONS	FAR 52.202-1
	FEDERAL, STATE AND LOCAL TAXES	FAR 52.229-3
	GRATUITIES	FAR 52.203-3
	INTEGRITY OF UNIT PRICES	FAR 52.215-14
	LIMITATION OF LIABILITY	FAR 52.246-23
	LIMITATION OF LIABILITY – HIGH VALUE ITEMS (with Alt I)	FAR 52.246-24
	LIMITATION OF LIABILITY – SERVICES	FAR 52.246-25
	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	FAR 52.227-2
	PREVENTING PERSONAL CONFLICTS OF INTEREST	FAR 52.203-16

THRESHOLD	ARTICLE	REFERENCE
Greater than \$250,000	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DFARS 252.203-7001
	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	DFARS 252.225-7009
	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	FAR 52.203-6
Greater than \$500,000	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	DFARS 252.226-7001
Greater than \$750,000	CONTRACTOR COUNTERFEIT ELECTRONICS PARTS DETECTION AND AVOIDANCE SYSTEM	DFARS 252.246-7007
	SMALL BUSINESS SUBCONTRACTING PLAN (with Alt II)	FAR 52.219-9
	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)—BASIC (DEVIATION)	DFARS 252.219-7003
Greater than \$1,000,000	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DFARS 252.222-7006
Greater than \$1,500,000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DFARS 252.205-7000
Greater than \$2,000,000	ADMINISTRATION OF COST ACCOUNTING STANDARDS	FAR 52.230-6
	COST ACCOUNTING STANDARDS - <i>Delete paragraph (b)</i> <i>Applies to all negotiated subcontracts unless Supplier claims an exemption per the Proposal Representation and Certification in accordance with 48 CFR 9903.201-1</i>	FAR 52.230-2
	NOTIFICATION OF OWNERSHIP CHANGES	FAR 52.215-19
	PENSION ADJUSTMENTS AND ASSET REVERSIONS	FAR 52.215-15
	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	FAR 52.215-10
	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	FAR 52.215-18
	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	FAR 52.215-12
	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA-MODIFICATIONS	FAR 52.215-13
	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	FAR 52.203-13
	DISPLAY OF FRAUD HOTLINE POSTER(S)	DFARS 252.203-7004

PART III. ARTICLES INCORPORATED BY REFERENCE FOR FIXED PRICE CONTRACTS ONLY

The following articles, as applicable, are incorporated by reference (except as noted) at the thresholds listed:

ARTICLE	REFERENCE
CHANGES – FIXED-PRICE - <i>Delete paragraph (e)</i>	FAR 52.243-1
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) - <i>Delete reference to Disputes clause in paragraph (f)</i>	FAR 52.249-8
INSPECTION OF SERVICES – FIXED-PRICE	FAR 52.246-4
INSPECTION OF SUPPLIES – FIXED-PRICE	FAR 52.246-2
STOP WORK ORDER	FAR 52.242-15
TERMINATION FOR CONVENIENCE OF GOVERNMENT (FIXED-PRICE) (SHORT FORM) <i>Applies to orders less than \$250,000</i>	FAR 52.249-1
TERMINATION FOR CONVENIENCE OF GOVERNMENT (FIXED-PRICE) - <i>Delete reference to Disputes clause in paragraph (j)</i> <i>Applies to orders greater than \$250,000</i>	FAR 52.249-2
WARRANTY OF SERVICES <i>Reference paragraph (b): notice will be made by Buyer within 90 calendar days from the date of performance of the service</i>	FAR 52.246-20

ARTICLE	REFERENCE
WARRANTY OF SUPPLIES OF A COMPLEX NATURE - Reference paragraph (b): the warranty period is one year after delivery to Buyer - Reference paragraph (b)(1): if order requires the submittal of a design, insert the word "design" before the word "material" - Reference paragraph (c)(3): notice will be made by Buyer within 90 calendar days after discovery of the defect; subsequent Supplier recommendation shall be made within 45 calendar days, after which Buyer shall respond within 90 calendar days - Reference paragraph (c)(4): notifications must be made within 90 calendar days	FAR 52.246-18
WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE - Reference paragraph (b): the warranty period is one year after delivery to Buyer - Reference paragraph (c): notice will be made within 90 calendar days of discovery of the defect	FAR 52.246-17

PART IV. ARTICLES INCORPORATED BY REFERENCE FOR COST TYPE CONTRACTS ONLY

The following articles, as applicable, are incorporated by reference (except as noted) at the thresholds listed:

ARTICLE	REFERENCE
ALLOWABLE COST AND PAYMENT	FAR 52.216-7
CHANGES – COST-REIMBURSEMENT - Delete paragraph (d) Use Alt V for research and development orders	FAR 52.243-2
EXCUSABLE DELAYS	FAR 52.249-14
FIXED FEE	FAR 52.216-8
INSPECTION OF RESEARCH AND DEVELOPMENT – COST REIMBURSEMENT	FAR 52.246-8
INSPECTION OF SERVICES – COST REIMBURSEMENT	FAR 52.246-5
INSPECTION OF SUPPLIES – COST REIMBURSEMENT	FAR 52.246-3
LIMITATION OF COST	FAR 52.232-20
LIMITATION OF FUNDS	FAR 52.232-22
LIMITATIONS ON PASS-THROUGH CHARGES Applies to orders greater than \$250,000.	FAR 52.215-23
NOTICE OF INTENT TO DISALLOW COSTS	FAR 52.242-1
PAYMENT FOR OVERTIME PREMIUMS - Modify paragraph (a) to state that authorized Overtime premium is zero - Applies to orders greater than \$250,000.	FAR 52.222-2
STOP WORK ORDER (with Alt I)	FAR 52.242-15
SUBCONTRACTS Reference paragraph (d): the subcontracts requiring Buyer approval are discussed in the order	FAR 52.244-2
TERMINATION (COST REIMBURSEMENT) - Delete reference to Disputes clause in paragraph (j)	FAR 52.249-6

PART V. ARTICLES INCORPORATED IN FULL TEXT

The following articles, as applicable, are incorporated by full text:

PUBLIC RELEASE OF INFORMATION

Information, data, photographs, sketches, advertising, displays, promotional brochures, or other materials related to work under this order, which Supplier desires to publish, display, or release internally, to other contractors, to government agencies, or to the public, shall be submitted to the Buyer for approval at least eight weeks prior to the desired printing or release date. This includes descriptive or promotional material which links or relates, directly or indirectly, Supplier's product line, manufacturing facilities, or manufacturing capabilities to performance of naval nuclear propulsion work. As part of the approval request, Supplier shall identify the specific media to be used as well as other pertinent details of the proposed release. All releases, regardless of tier of supplier, must have the prior approval of Buyer.

Should any information described 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 Buyer to permit appropriate measures to be taken to protect the information. Under no circumstances should this information be released to such authority without prior notification and agreement of the Buyer.

Supplier agrees that this requirement of prior Buyer approval of any release shall survive the purchase order and that Supplier shall not for a period of twenty years after issuance of this purchase order, either directly or indirectly issue any such release without requisite

approval of Buyer, its successor or assignee.

Supplier shall include all provisions of this article including this sentence in all lower tier contracts under this order.

ANTI-VIRUS WARRANTY

Software and hardware provided by Supplier under this purchase order shall not contain computer viruses or other malicious software. In fulfilling the terms of this purchase order, Supplier agrees to take precautions to avoid conveying computer viruses or other malicious software to Buyer. Specifically, all computer files, disks, memories or other media provided by Supplier to Buyer (other than third party Supplier software in its original, unopened packaging materials) will be checked by Supplier prior to delivery to Buyer to detect and remove any computer virus or other malicious software. The virus check that is performed by Supplier will include checks with current, up-to-date anti-virus software and any virus problems that are found during the check (or later found by Buyer) will be fixed by Supplier.

ASSIGNMENT AND SET OFF

Performance of this order shall not be assigned or transferred by Supplier, except as expressly authorized in writing by Buyer. This order may be assigned by Buyer to the Government or any designee of the Government, provided that written notice thereof is given to Supplier. Buyer shall be entitled at all times to set off against any amount payable at any time by Buyer under this order, any amount owing at any time from Supplier to Buyer whether arising under this order or other purchase orders with Supplier.

CHOICE OF LAW

This order and any and all matters of disputes between the parties to this order whether arising from the order itself or from alleged extra contractual facts, during or subsequent to the contract shall be governed by construed, and enforced in accordance with the law of U.S. Government contracts as set forth by statute and applicable regulations, and decisions by the appropriate courts and Board of Contract Appeals. To the extent that the law referred to in the foregoing sentence is not determinative on an issue, the issue shall be resolved in accordance with the laws of Idaho or New York or Pennsylvania depending on the state in which the work is performed.

DISPUTES

Supplier shall not be entitled to claim and Buyer shall not be liable to Supplier or its Suppliers or Suppliers of any tier in tort (including negligence), or purchase order except as specifically provided in this purchase order. Any claim arising out of or attributable to the interpretation or performance of this order which cannot be resolved by negotiation shall be considered a dispute within the meaning of this clause. If for any reason Supplier and Buyer are unable to resolve a claim for an adjustment, Supplier or Buyer shall notify the other party in writing that a dispute exists and request or provide a final determination regarding the claim. Any such request by Supplier shall clearly reference this clause and shall summarize the facts in dispute and Supplier's proposed resolution of the dispute.

Buyer shall, within 60 calendar days of any request by Supplier, provide a written final determination setting forth the contractual basis for its decision and defining what purchase order adjustments it considers equitable. Upon Supplier's written acceptance of Buyer's determination the purchase order will be modified and the determination implemented accordingly. If Buyer's final determination is not accepted by Supplier, the matter shall, within 30 calendar days, be referred to senior executives of the parties who shall have designated authority to settle the dispute. The parties shall promptly prepare and exchange memoranda stating the issues in dispute and their respective positions, summarizing the negotiations that have taken place and attaching relevant documents.

The senior executives will meet for negotiations at a mutually agreed time and place. If the matter has not been resolved within 30 days of the commencement of such negotiations, the parties agree to consider resolution of the dispute through some form of Alternative Dispute Resolution (ADR) process which is mutually acceptable to the parties. Should the parties agree to pursue an ADR process each party will be responsible for its own expenses incurred to resolve the dispute during the ADR process. If the parties do not agree to an ADR process or are unable to resolve the dispute through ADR, either party shall then have the right to pursue any legal remedy consistent with other terms of the purchase order. Pending final resolution of any performance issue, request for equitable adjustment, claim or dispute regarding this order, the Supplier shall proceed diligently with the performance of this order.

EXPORT CONTROL

- A. Supplier agrees to comply with all applicable United States export control laws and regulations, specifically the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations 15 C.F.R, including the requirement for obtaining any export license, if applicable.
- B. Supplier agrees that it will not transfer any export controlled item, data, or services, to foreign persons employed by, or associated with, or under purchase order to Supplier or Supplier's lower-tier Suppliers, without the authority of an export license or applicable license exemption. If Supplier determines that an export license is required, Supplier shall notify Buyer prior to applying for said license.
- C. Supplier agrees to notify the Buyer if any deliverable under this purchase order is restricted by export control laws or regulations.
- D. Supplier shall immediately notify the Buyer if Supplier is or becomes listed in any Denied Parties List, or if Supplier's export privileges are otherwise denied, suspended, or revoked in whole or in part by any United States Government entity or agency.

- E. Supplier shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expenses, including attorney's fees, all expense of litigation and/or settlement, and court costs arising from any act or omission of the Supplier, its officers, employees, agents, Suppliers, or subcontractors at any tier, in the performance of any of its obligations under this provision.

INDEPENDENT CONTRACTOR RELATIONSHIP AND SUPPLIER PERSONNEL

1. Supplier's relationship to Buyer shall be that of an Independent Contractor and this purchase order does not create an agency, partnership, or joint venture relationship between Buyer and Supplier or Buyer and Supplier personnel. Personnel supplied by Supplier hereunder shall be deemed employees of Supplier and shall not for any purposes be considered employees or agents of Buyer. Supplier assumes full responsibility for the actions and supervision of such personnel while performing services under this purchase order. Buyer assumes no liability for Supplier personnel.
2. Supplier shall inform Buyer if a former employee of Buyer will be assigned Work under this purchase order, and any such assignment shall be subject to Buyer approval.
3. Nothing contained in this purchase order shall be construed as granting to Supplier or any personnel of Supplier rights under any benefit plan of Buyer or its parent.
4. All persons, property, and vehicles entering or leaving Buyer's or Government's premises are subject to search.
5. Supplier will promptly notify Buyer and provide a report of any accidents or security incidents involving loss of or misuse or damage to Buyer's or Government's intellectual or physical assets, and all physical altercations, assaults, or harassment involving Supplier's personnel performing work under this purchase order.
6. Supplier personnel: (i) will not remove Buyer or Government assets from Buyer's or Government's premises without Buyer authorization; (ii) will use Buyer or Government assets only for purposes of this purchase order; (iii) will only connect with, interact with or use computer resources, networks, programs, tools or routines that Buyer agrees are needed to provide services; and (iv) will not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. Buyer may periodically audit Supplier's data residing on Buyer or Government's information assets.
7. Supplier shall indemnify and hold harmless Buyer from and against any actual or alleged liability, loss, costs, damages, fees of attorneys, and other expenses which Buyer may sustain or incur in consequence of (i) Supplier's failure to pay any employee for the Work rendered under this purchase order, or (ii) any claims made by Supplier's personnel against Buyer.
8. Supplier will verify all purchase order workers that it provides to Buyer are authorized to work in the United States.
9. Supplier will take appropriate action to remove its employees working on this purchase order who are later discovered not to be legally authorized to work in the United States and/or whose identity is in question.
10. Supplier indemnifies Buyer from any and all liability, loss or damage the Buyer may suffer as a result of claims, demands, costs or judgments against it arising out of or resulting from the purchase order.

INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III, DEFENSE PRODUCTION ACT (FAR 52.234-1 SEPT 2016)

- (a) "Title III industrial resource" means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III Defense Production Act (50 U.S.C. App. 2091-2093). "Title III project contractor" means a contractor that has received assistance for the development or manufacture of an industrial resource under Title III of Defense Production Act.
- (b) Supplier shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracts Professional.
- (c) Upon the direction of the Contracts Professional, Supplier shall test Title III industrial resources for qualification. Supplier shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.
- (d) When the Contracts Professional modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.
- (e) Supplier agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS

If the EFT information changes after submission of correct EFT information, Buyer shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, Supplier may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment, Supplier's request for suspension shall extend the due date for payment by the number of days of the suspension.

If an uncompleted or erroneous transfer occurs because Buyer used the Supplier EFT information incorrectly, Buyer remains responsible for making a correct payment and recovering any erroneously directed funds.

If an uncompleted or erroneous transfer occurs because the Supplier EFT information was incorrect, or was revised within 30 days of Buyer release of the EFT payment transaction instruction to the Federal Reserve System, and-

- If the funds are no longer under the control of the payment office, Buyer is deemed to have made payment and Supplier is responsible for recovery of any erroneously directed funds; or
- If the funds remain under the control of the payment office, Buyer shall not make payment and the provisions of the first paragraph shall apply.

MEMORY BEARING COMPONENTS

A memory bearing component is computer memory that can retain the stored information even when not powered. Examples include, but are not limited to, read-only memory, flash memory, most types of magnetic computer storage devices (e.g. hard disks, floppy disks, magnetic tape), optical discs, and early computer storage methods (e.g. paper tape, punched cards). A memory bearing component shall not be removed from Buyer site following delivery unless Buyer can conclude that the component is free from any classified or sensitive data and removal of the component is approved by Buyer. Magnetic media is subject to Buyer Security Regulations and will not be allowed to be removed from Buyer sites. Memory bearing components retained by Buyer, in accordance with Buyer Security Requirements, shall be charged to Buyer at Supplier's cost. Supplier shall invoice for reimbursement for each part replaced or repaired.

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the purchase order work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) The Supplier warrants that to the best of its knowledge and belief, and except as otherwise set forth in the purchase order, the Supplier does not have any organizational conflict of interest(s) as defined in paragraph (a).
- (c) It is recognized that the effort to be performed by the Supplier under this purchase order may create a potential organizational conflict of interest on the instant purchase order or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Supplier to participate in future procurement of equipment and/or services that are the subject of any work under this purchase order shall be limited as described below in accordance with the requirements of FAR 9.5.
- (d) (1) The Supplier agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Supplier by the Government during or as a result of performance of this purchase order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Supplier generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.
- (2) The Supplier agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this purchase order. This prohibition shall expire after a period of three years after completion of performance of this purchase order.
- (3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Supplier, any subcontractor, consultant, or employee of the Supplier, any joint venture involving the Supplier, any entity into or with which it may merge or affiliate, or any successor or assign of the Supplier. The term of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).
- (e) The Supplier further agrees that, during the performance of this purchase order and for a period of three years after completion of performance of this purchase order, the Supplier, any affiliate of the Supplier, or any Supplier, consultant, or employee of the Supplier, or any joint venture involving the Supplier, any entity into or with which it may be subsequently merge or affiliate, or any other successor or assign of the Supplier, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime Supplier or subcontractor, any system, component or services which is the subject of the work to be performed under this purchase order. This exclusion does not apply to any re-competition for those systems, components or services furnished pursuant to this purchase order. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this purchase order, from a source other than the Supplier, subcontractor, affiliate, or assign of either, during the course of performance of this purchase order or before the three year period following completion of this purchase order has lapsed, the Supplier may, with the authorization of the cognizant Contracts Professional, participate in a subsequent procurement for the same system, component or service. In other words, the Supplier may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.
- (f) The Supplier agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracts Professional. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Supplier has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracts Professional in making a determination on
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this matter. Notwithstanding this notification, the Government may terminate the purchase order for the convenience of the Government if determined to be in the best interest of the Government.

- (g) Notwithstanding paragraph (f), above, if the Supplier was aware, or should have been aware, of an organizational conflict of interest prior to the award of this purchase order or becomes, or should become, aware of an organizational conflict of interest after award of this purchase order and does not make an immediate and full disclosure in writing to the Contracts Professional, the Government may terminate this purchase order for default.
- (h) If the Supplier takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this purchase order for default.
- (i) The Contracts Professional's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- (j) Nothing in this requirement is intended to prohibit or preclude the Supplier from marketing the selling to the United States Government its product lines in existence on the effective date of this purchase order; nor, shall this requirement preclude the Supplier from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.
- (k) The Supplier shall promptly notify the Contracts Professional, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.
- (l) The Supplier shall include these requirements in purchase orders of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "Supplier" for "Supplier" where appropriate.
- (m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this purchase order.
- (n) Compliance with this requirement is a material requirement of this purchase order.

RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

A. DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items (incorporated by reference) is modified as follows:

(1) Paragraphs (f), (f)(2) and (f)(3) are modified as follows:

(f) Marking Requirements. Absent Buyer agreement otherwise, the following are the only authorized markings:

(2) Government purpose rights markings. Data delivered or otherwise furnished with Government Purpose Rights shall be marked with the legend at DFARS 252.227-7013(f)(2) modified to specify the purchase order number.

(3) Limited rights markings. Data delivered or otherwise furnished with Limited Rights shall be marked with the legend at DFARS 252.227-7013(f)(3) modified to specify the purchase order number.

B. DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (incorporated by reference) is modified as follows:

(1) Paragraph (f)(2) and (f)(3) are deleted and replaced as follows:

(f) Marking Requirements. Absent Buyer agreement otherwise, the following are the only authorized markings:

(2) Government purpose rights markings. Computer software and computer software documentation delivered or otherwise furnished with Government Purpose Rights shall be marked with the legend at DFARS 252.227- 7014(f)(2) modified to specify the purchase order number.

(3) Restricted rights markings. Computer software and computer software documentation delivered or otherwise furnished with Restricted Rights shall be marked with the legend at DFARS 252.227-7014(f)(3) modified to specify the purchase order number.

C. Paragraphs (l) and (m) are inserted in DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items, and DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. References to "technical data" are deleted in 252.227-7014 and replaced with "computer software and computer software documentation."

(l) Post Award Negotiation. If, after exhausting all reasonable efforts, the parties fail to agree on the apportionment of the rights in technical data furnished under this purchase order by the date established in the purchase order for agreement, or within any extension established by Buyer or the Government, then Buyer or the Government may establish the respective data rights of the parties. In any event, the Supplier shall proceed with completion of the purchase order.

(m) Rights in Technical Data Pertaining to Nuclear Propulsion Plant Systems.

(1) Pursuant to subparagraph (b)(1), it is agreed that all technical data pertaining to nuclear propulsion plant systems generated under this purchase order, and all technical data required to meet order requirements shall be provided to the Government with unlimited rights. Nothing in the clause shall be deemed to require any Supplier of any tier under this purchase order to deliver or furnish with unlimited rights any technical data which the Supplier is entitled to deliver with other than unlimited rights pursuant to DFARS 252.227-7013 Rights in Technical Data-Noncommercial or DFARS

252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Documentation.

- (2) It is further agreed that promptly after delivery of all purchase order deliverables, or after any termination of all Work under this purchase order, the Supplier shall submit a letter report to the Buyer listing and providing a brief description of all items of technical data, pertaining to the deliverables developed or prepared under this purchase order, which items of technical data were not specified to be delivered pursuant to this purchase order. The Supplier shall furnish in the Supplier's format, and at the cost of reproduction, with unlimited rights, copies of technical data so reported or which should have been reported, as the Buyer may require in writing from time to time and at any time. However, nothing in this requirement shall require the Supplier to retain any item of such technical data beyond the period provided for in this purchase order, including the specifications, and other documents incorporated by reference, applicable to the item or type of technical data involved.

SUPPLIER LIABILITIES AND INDEMNIFICATIONS

This purchase order does not bind nor purport to bind the United States Government, its officers, employees, or agents. As to the Work to be done, or services to be performed by Supplier on Buyer premises, Government premises, or the premises of other Buyer Suppliers, Supplier assumes entire responsibility and liability for losses, expenses, damages, demands, and claims in connection with or arising out of any injury or alleged injury (including death), or damage or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of performance of the Work. Supplier will indemnify and save harmless the Government and Buyer, or other Buyer Suppliers, from and against any and all claims, demands, actions, causes of actions, suits, damages, expenses (including attorneys' fees) and liabilities whatsoever resulting from or arising in any manner on account of or by reason of any injury to or death of any person or any damage to or loss of property which may occur or be alleged to have occurred as a result of or in connection with the performance of this purchase order. Supplier further agrees to indemnify Buyer and the Government against, and to save and hold harmless Buyer and the Government from any and all liability, and expense with respect to claims against Buyer or the Government which may result from the failure or alleged failure of Supplier or any of its lower-tier Suppliers to comply with the requirements of this purchase order.

TITLE AND ADMINISTRATION

All site work performed in furtherance of this purchase order will be on real property owned by the U.S. Government. Title and all property rights and interests resulting from this purchase order shall pass directly from Supplier to the Government, upon acceptance, regardless of when or where the Government takes physical possession. Payments under this purchase order will be made by Buyer from funds advanced by the Government, not from Buyer's own assets. Administration of this purchase order may be transferred to DOE or its designee, and in case of such transfer and notice thereof to Supplier, Buyer shall have no further responsibilities hereunder.

TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA RELATING TO THE NUCLEAR PROPULSION OF NAVAL SHIPS (JUN 2017)

- (a) The supplies specified to be delivered under this order relate to the nuclear propulsion of naval ships.
- (b) Equipment and technical data defined as Naval Nuclear Propulsion Information (NNPI) under OPNAVINST N9210.3 of 7 June 2010 shall not be disclosed to foreign nationals or immigrant aliens.
- (c) For other than equipment and technical data defined as NNPI in paragraph (b) above, except with the prior written consent of the Contracts Professional, or his designated representative, Supplier shall not, at any time during or after the performance of this contract, transmit or authorize the transmittal of any equipment or technical data, as defined in paragraph (d) below, (1) outside the United States, or (2) irrespective of location, (i) to any foreign national, not working on this contract or any subcontract hereunder (ii) to any foreign organization (including foreign subsidiaries and affiliates of Supplier), (iii) to any foreign Government, or (iv) to any international organization.
- (d) As used in this requirement, the following terms shall have the following definitions:
- (1) "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Virgin Islands, Guam, and any areas subject to the complete sovereignty of the United States;
- (2) "equipment" means all supplies of the kind specified to be delivered under this contract, all component parts thereof, and all models of such supplies and component parts; but "equipment" does not include standard commercial supplies and component parts, and models thereof;
- (3) "technical data" means all professional, scientific, or technical information and data produced or prepared for the performance of this contract, or on or for the operation, maintenance, evaluation, or testing of any contract item, whether or not the information and data were specified to be delivered under this contract including, without limitation, all writings, sound recordings, pictorial reproductions, and drawings or other graphical representations; but "technical data" does not include such information and data on standard commercial supplies and component parts to the extent that the information and data do not relate to the use, operation, maintenance, evaluation and testing of such supplies and component parts in or in connection with any item, or component parts thereof, specified to be delivered under this contract.
- (e) Supplier agrees to insert in all subcontracts under this contract provisions which shall conform substantially to the language of this requirement, including this paragraph (e).

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- (f) Notwithstanding any other provisions of this requirement, this requirement shall not apply (1) where the transmittal or authorization for the transmittal of equipment or technical data is to be made pursuant to a contract or agreement to which the United States is a party; and (2) where the transmittal is to be of equipment or technical data which the Contracts Professional, or his designated representative, has declared in writing to Supplier to be thereafter exempt from this requirement.

USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES

- (a) Acquisition of Information Technology. The Buyer may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Supplier's use in the performance of the order; and the Buyer may provide guidance to the Supplier regarding usage of such equipment, existing computer software, and third party services. Supplier is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Buyer's direct expense without prior written approval of the Buyer. Should the Supplier propose to acquire information technology equipment, existing computer software, or third party services, the Supplier shall provide to the Buyer justification for the need, including a complete description of the equipment, existing computer software, or third party services to be acquired, and a lease versus purchase analysis if appropriate.
- (b) Supplier shall immediately provide written notice to the Buyer when an employee of the Supplier no longer requires access to Buyer information technology systems.
- (c) Supplier shall not violate any software licensing agreement, or cause the Buyer to violate any licensing agreement.
- (d) Supplier agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Buyer except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Supplier.
- (e) If at any time during the performance of this order the Supplier has reason to believe that its utilization of Buyer furnished existing computer software may involve or result in a violation of the software licensing agreement, the Supplier shall promptly notify the Buyer, in writing, of the pertinent facts and circumstances. Pending direction from the Buyer, the Supplier shall continue performance of the work required under this contract without utilizing the software.
- (f) Supplier agrees to include the requirements of this clause in all subcontracts at any tier.
- (g) Supplier shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the order pursuant to DEAR 970.5204-2, Laws, Regulations and DOE Directives.

WARRANT OF MANUFACTURER'S PRODUCT - *Applies to Fixed Price purchase orders*

The Supplier shall source all products submitted in this offer as new products from the manufacturer or through the manufacturer's authorized distributors only, in accordance with all applicable laws and policies at the time of purchase.