

Purchase Order Terms and Conditions

Office of Sponsored Programs
1960 Kenny Road, Columbus, OH 43210-1016

This offer is subject to immediate acceptance and unless so accepted, BUYER reserves the right to cancel.

Definition: As used in this order the term FAR means the Federal Acquisition Regulations and appropriate agency supplements in effect on the date of this order and the term CFR means the Code of Federal Regulations and appropriate agency supplements in effect on the date of this order. As used in this order the terms “BUYER” and “SELLER” are as defined in the Uniform Commercial Code. Where necessary to the context of the referenced FAR or CFR clauses, the term “contractor” shall mean “SELLER,” the term “contract” shall mean this “Purchase Order,” and the term “contracting officer” and equivalent phrases shall mean “BUYER.” The applicable dollar amount listed in FAR or CFR clauses indicates the dollar threshold at which the subject FAR or CFR clause becomes applicable to the contract and does not preclude other applicable FAR or CFR clauses.

Any applicable laws, rules, regulations or statutes referenced on the face of this order, in the terms and conditions below, or in any attachments hereto are hereby incorporated by reference with the same effect as if they were fully set forth herein.

Notify purchasing agent immediately in the event of any discrepancy or delay. For resolution call the BUYER or Purchasing Department at 614-292-6871 or fax 614-292-6870. No substitutions, alterations or additions are authorized to this order without consent of the authorized BUYER listed on the purchase order.

Order number and project number must appear on every invoice.

1. Acknowledgement, Acceptance and Confirmation

The written offer sent by BUYER to SELLER and The Ohio State University Office of Research’s Standard Purchase Order Terms and Conditions (collectively hereinafter referred to as “Purchase Order”) constitutes the entire agreement between the parties, unless otherwise specifically noted by BUYER on the face of the Purchase Order. Each delivery of goods and/or services received by BUYER from SELLER shall be deemed to be upon the terms and conditions contained in the Purchase Order. No additional terms may be added and the Purchase Order may not be changed except by written instrument executed by BUYER. SELLER is deemed to be on notice that the BUYER objects to any additional or different terms and conditions contained in any acknowledgement, invoice or other communication from SELLER, notwithstanding BUYER’S acceptance or payment for any delivery of goods and/or services, or any similar act by BUYER.

2. Inspection

All goods and/or services delivered hereunder shall be received subject to BUYER’S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or non-conforming goods will be returned pursuant to the SELLER’S instruction at SELLER’S expense. To the extent that the Purchase Order requires a series of performances by SELLER, BUYER prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are nonconforming or otherwise rejected by BUYER.

3. Quantities

The quantity of materials or services specified on this order must not be exceeded without first obtaining written consent of BUYER. BUYER will not be responsible for any materials or services furnished without a written order.

4. Packing and Shipping

All items must be suitably packed and prepared for shipment to secure lowest transportation rates and comply with carrier regulations. All shipments to be forwarded on one day via one route must be consolidated. Each container must be consecutively numbered and marked to show this Purchase Order and project number and the container and order

numbers must be indicated on bill of lading. Packing sheets, showing this order number and the bill of lading or express receipt showing actual weight, must be included in each package of LCL shipments and with each carload shipment. Unless stated otherwise on the face of the order, shipping must be prepaid with the cost added to the invoice. Vendor to be mutually responsible in settling any claims should they occur. Damaged goods will not be accepted. SELLER agrees to declare the value of any shipment made under this order to the carrier as the full invoice value of such shipment.

5. The Fly America Act

The Fly America Act, in accordance with 49 U.S.C. 40118, requires items purchased from foreign vendors to be shipped via U.S. flagship carriers.

6. Title and Risk of Loss

Unless otherwise provided in this order, SELLER shall have title to and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this order at the f.o.b. point specified on the face hereof and upon such delivery title shall pass from SELLER and SELLER'S responsibility for loss or damage shall cease except for loss or damage resulting from SELLER'S negligence or failure to comply with this order. Passing of title upon such delivery shall not constitute acceptance of the items by BUYER.

7. Responsibility for Property

Unless otherwise provided in this order, SELLER, upon delivery to it or manufacture or acquisition by it, of any materials, parts, tooling or other property the title to which vests in BUYER or the government, assumes the risk of and shall be responsible for any loss thereof or damage thereto. SELLER, in accordance with the provisions of this order, but in any event upon completion thereof, shall return such property to BUYER in the condition in which it was received except for reasonable wear and tear and except to the extent that such property has been incorporated in items delivered under this order, or has been consumed in normal performance of work under this order. If SELLER is furnished government owned property for use in connection with this order, SELLER shall comply with the provisions of FAR 52.245-2 or the appropriate agency supplemental clause.

8. Delivery

Delivery time is of the essence and delivery or performance shall be strictly in accordance with the schedules, terms and conditions and exact quantities as specified in this order. The failure of SELLER to meet delivery schedules, or to deliver within reasonable time, as interpreted by the BUYER, failure to make replacement of rejected goods or services as directed by the BUYER, or non-performance or violation of contract provisions shall permit the BUYER, at his discretion, to rescind or cancel the contract without any liability and purchase in open market goods or services of comparable grade to replace those rejected or not delivered. On all such purchases, the SELLER agrees to reimburse the BUYER for any expense incurred in excess of contract price. The SELLER further agrees that undiscovered delivery of nonconforming goods or services is not a waiver of the right of the BUYER to insist upon further compliance with these specifications. Whenever SELLER has knowledge that any situation or condition will delay or threaten the time performance of this order, SELLER shall immediately give notice thereof, including all relevant information with respect thereto, to BUYER.

9. Notice of Labor Dispute

Whenever SELLER has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, SELLER shall immediately give notice thereof, including all the relevant information with respect thereto, to BUYER. SELLER shall insert substance of this clause, including this sentence, in any subcontract hereunder as to which a labor dispute may delay the timely performance of this order, except that any subcontractor need give the required notice and information only to its next higher-tier subcontractor.

10. Force Majeure

Neither BUYER nor SELLER shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of God. When SELLER has knowledge of any actual or potential force majeure or other conditions, which will delay or threatens to delay timely performance of the Purchase Order, SELLER shall immediately give notice thereof, including all relevant information with respect to what steps SELLER is taking to complete delivery of the goods and/or services to BUYER.

11. Non-Waiver of Default

Waiver by BUYER of any default hereunder by SELLER shall not be deemed waiver of any subsequent default nor will it be deemed to be evidence of a course of conduct implying waiver of defaults of SELLER on any other transaction.

12. Invoices and Payment

This order number and project number must appear on each invoice. This order must not be invoiced at prices higher than those appearing herein without authority in writing from the BUYER. Unless otherwise provided in this order, no invoices shall be issued for payments to be made prior to delivery of items or services. Individual invoices must be issued for each shipment or service performed under this Purchase Order. Unless freight and other charges are itemized, any discount will be taken on full amount of invoice. Payment is contingent upon acceptance of material or services. All payments are subject to adjustment for shortage or rejection of goods or services delivered.

In addition to the aforementioned statements listed above in this section:

- For commercial and special order items: Each invoice must match on a line-by-line basis, quantity, unit of measure, description, unit price and total amount used on the purchase order.
- For non-commercial items (e.g., custom-made items and/or services), each invoice line must include a detailed description and price for each item or service delivered.

Unless otherwise indicated in this order, the line amounts shown are firm fixed price.

13. Specifications and Warranties

SELLER agrees and expressly warrants that all articles, material and work covered by this order will conform to BUYER'S specifications and to any drawings, designs, samples or other description given to SELLER, or, if not ordered to specifications, will be fit and sufficient for the purpose intended, and that all goods will be merchantable, of good material and workmanship and free from defect and in either case, that all goods and services will be free of any rightful claim of any third party and of any impediment to their use or disposition based upon any patent, copyright or trade secret or the like or upon any right of privacy or publicity.

SELLER'S warranties shall run to BUYER and to The Ohio State University. Without limitation of any rights which BUYER may have at law by reason of any breach of warranty, goods which are not as warranted may be returned at SELLER'S expense or held for SELLER'S instructions at SELLER'S risk, and credit therefore shall be given or the goods replaced as BUYER may direct.

13.1 Warranty of Non-Infringement: SELLER represents and warrants that all goods sold or services performed under the Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

13.2 SELLER shall indemnify and hold harmless BUYER from and against any and all demands, causes of action, losses, liabilities, judgments, damages, claims (including but not limited to claims of negligence), costs and expenses (including but not limited to attorney's fees), which arise from any claim, suit or proceeding alleging that BUYER'S use of the goods and/or services provided under the Purchase Order are inconsistent with SELLER'S representations and warranties section 13.1. SELLER'S defense of any claim shall be subject to the Ohio Attorney General's right to appoint counsel and approve settlements.

13.3 If any claim which arises from SELLER'S breach of section 13.1 has occurred, or is likely to occur, SELLER may, at BUYER'S option, procure for BUYER the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing (without any material degradation in performance, quality, functionality or additional cost to BUYER).

14. Changes

BUYER may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of the Purchase Order. Should any such changes increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the BUYER and SELLER. Notwithstanding the foregoing, SELLER has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by SELLER must be made within thirty (30) days from the date the change is ordered or within such additional period as may be agreed upon by the parties.

15. Indemnification

SELLER shall indemnify and hold harmless BUYER from any and all demands, causes of action, losses, liabilities, judgments, damages, claims (including but not limited to claims of negligence), costs and expenses (including but not limited to attorney's fees, and costs related to Data breaches and Notification events as noted in Section 24), arising from, caused by or related to the injury or death of any person (including, but not limited to, employees and agents of SELLER in the performance of their duties or otherwise), or damage to property (including property of BUYER or other persons), which arise out of or are incident to the goods and services to be provided hereunder. Nothing herein shall require indemnification as to any claims against BUYER arising from under the Ohio Worker's Compensation law, unless the claim arises out of services performed by SELLER'S employees on BUYER'S property. SELLER'S defense of any claim shall be subject to the Ohio Attorney General's right to appoint counsel and approve settlements.

16. Assignment

SELLER may not assign the Purchase Order, nor any money due or to become due without the prior written consent of the BUYER. Any assignment made without such consent shall be deemed void.

17. Subcontracting

SELLER shall not procure or contract for the procurement of any non-commercial item and/or service covered by this order without first securing the written approval of the BUYER.

18. Cancellation

BUYER may cancel this order, without liability for damages or otherwise, in the event that SELLER becomes insolvent or makes an assignment for the benefit of creditors, or a petition is filed to declare SELLER bankrupt, or notwithstanding the provision hereof headed " 8. Delivery," if delivery is not made within the time specified or within a reasonable time if no time is specified, or if the quantity or quality of the goods or services delivered hereunder is not as specified herein.

19. Termination

BUYER shall have, in addition to the right to cancel set forth in the paragraph hereof headed "18. Cancellation," the right to terminate the performance of work under this contract in whole or in part from time to time depending upon the circumstances and with the effect set forth in the appropriate subpart prescribed in FAR 49.5 Contract Termination Clauses. The provisions contained in FAR 49.5 shall not limit or affect the rights or remedies of BUYER stated in other clauses of this order or provided by law in the event of default or breach by SELLER.

20. Additional Remedies

If SELLER delivers nonconforming or damaged goods or service deliverables or fails to comply with federal statutes, regulations or the terms and conditions of this order, BUYER may take one or more of the following actions, as appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the SELLER
- b. Withhold future orders
- c. Take other remedies that may be legally available

21. Compliance with Federal, State and Local Laws and University Policies

SELLER warrants that in the performance of this order, it has complied with or will comply with all applicable federal, state and local laws and ordinances and all lawful orders, rules and regulations thereunder, including but not by way of limitation, the applicable provisions of the Occupational Health and Safety Act, the Federal Transportation Act, the Fair Labor Standards Act of 1938 as amended (29 U.S.C. Sec. 201-219), The Walsh-Healey Public Contracts Act as amended (41 U.S.C. Sec. 35-45), The Eight-Hour Law of 1912 as amended (40 U.S.C. Sec. 324-326), The McNamara-O'Hara Service Contract Act of 1965 (41 U.S.C. Sec. 351-358), and all laws restricting the use of convict labor and all lawful rules and regulations thereunder. SELLER agrees that this warranty may be considered as the written assurance contemplated by the Fair Labor Standards Act of 1938 as amended that all items delivered hereunder were produced in compliance with said Act. BUYER's policies may be found at policies.osu.edu.

22. Copyright

Copyright or mask work rights in any material delivered to BUYER shall, to the extent such material was developed or modified for BUYER, be assigned to BUYER.

23. Use of Designs, Data, etc.

SELLER agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data, computer software, chemical compositions, biological specimens or other technical or proprietary information furnished by BUYER and use such items only in the production of items under this order or other orders from BUYER and not otherwise unless BUYER'S written consent is first obtained. Upon completion or termination of this order, SELLER shall return all such items to BUYER or make such other disposition thereof as may be directed or approved by BUYER.

24. Confidentiality

Except as otherwise noted in the paragraph headed "23. Use of Designs, Data, etc.", SELLER agrees that it will keep confidential all information regarding the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by BUYER, and will use such items only in the production of goods and/ or services under the Purchase Order, or any other Purchase Orders issued by BUYER. Upon the completion or termination of the Purchase Order or other Purchase Orders, SELLER shall immediately return all confidential information to BUYER or shall make other disposition of the confidential information as directed by BUYER.

25. Buyer's Data

To the extent SUPPLIER shall have access to, use of, disclosure of BUYER'S Data, it agrees to the provisions of this section. "Data" means any and all electronic or other information that is in BUYER'S possession and control, and any and all such Data that has been disclosed to SUPPLIER. Data may include but is not limited to, information that is: (i) identified with a specific individual (e.g., "personally identifiable information" or "PII"); (ii) subject to proprietary rights under patent, copyright, trademark or trade secret law; (iii) privileged against disclosure in a civil lawsuit (e.g., data subject to attorney-client or doctor-patient privileges); (iv) subject to laws, regulations, rules or standards that prohibit or limit disclosure [e.g., the Family Educational Rights and Privacy Act (FERPA), the Export Administration Act (EAR), the International Traffic in Arms Regulations (ITAR) or the Health Insurance Portability and Accountability Act (HIPAA), the Genetic Information Nondiscrimination Act (GINA)]; or (v) ought in good faith to be treated as sensitive, proprietary or confidential.

1. Prohibition of Unauthorized Use of Data.

SUPPLIER agrees to hold Data in strict confidence. SUPPLIER shall not use or disclose Data received from or on behalf of BUYER except as required by law, or as otherwise authorized in writing by BUYER. Similarly, SUPPLIER agrees that any and all Data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments or business units of SUPPLIER, or passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by BUYER.

2. Security Standards.

SUPPLIER agrees that it shall protect the Data it receives from or on behalf of BUYER at all times under the following standards:

Network Security.

SUPPLIER shall at all times maintain network security that includes, at a minimum: network firewall provisioning and intrusion detection.

- a. Those standards that BUYER applies to its own network, as found at ocio.osu.edu/itsecurity/framework
- b. Current standards set forth and maintained by the National Institute of Standards and Technology, at web.nvd.nist.gov/view/ncp/repository or;
- c. Any generally recognized comparable standard that SELLER applies to its own network

Data Security.

SUPPLIER shall protect and maintain the security of Data. These security measures include maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated, for example, by Microsoft notification.

Data Transmission.

SUPPLIER shall ensure that any and all transmission or exchange of Data with BUYER and/or any other parties expressly designated by BUYER shall take place via secure means (e.g., HTTPS or FTPS).

Data Encryption.

SUPPLIER shall store all backup Data as part of its designated backup and recovery processes in encrypted form, using no less than 128 bit key.

Return or Destruction of Data.

Upon cancellation, termination, expiration or other conclusion of the Agreement, SUPPLIER shall erase, destroy and render unreadable all Data, including copies, in possession of SUPPLIER, its subcontractors and agents and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of BUYER, whichever shall come first.

Notification of Network or Data Breach.

SUPPLIER shall immediately report in writing to BUYER any network breach and/or use or disclosure of Data not authorized by the Agreement, including any reasonable belief that unauthorized access to the Data has occurred. SUPPLIER shall make the report to BUYER not less than two (2) business days after SUPPLIER reasonably believes there has been such unauthorized use or disclosure. SUPPLIER's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the network element(s) and/or Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what SUPPLIER has done, or shall do, to mitigate any negative effect of the unauthorized disclosure; and, (v) what corrective action SUPPLIER has taken, or shall take, to prevent future unauthorized use or disclosure. SUPPLIER shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information, any other event requiring such notification ("Notification Event"). BUYER may, in its sole discretion, choose to provide notice to any or all parties affected by a network or data breach.

26. Advertisement/Acknowledgement of Sponsorship

- a. The SELLER agrees that it will release no information relating to this order without the prior written approval of the BUYER, and further agrees that unless directed otherwise, any approved release of information relating to this order shall include a statement to the effect that the project or effort depicted was or is sponsored by the agency with respect to whose contract with the BUYER this order is a subcontract.
- b. For the purpose of this clause, "information" includes but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, etc.
- c. Nothing in the foregoing shall affect compliance with the Security Requirements Clause, FAR 52.204-02.
- d. University Name: No SELLER providing goods and/or services to BUYER shall appropriate or make use of The Ohio State University's name or other identifying marks or property without the prior written consent of BUYER and The Ohio State University's Office of Trademark and Licensing.

27. Relationship of the Parties

It is agreed that in the conduct of the work under this subcontract, the SELLER is acting in the capacity of an independent contractor and not as an agent or employee of the BUYER. Neither SELLER, nor any of SELLER's employees, shall be entitled to any benefits accorded to BUYER's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. SELLER shall be responsible for providing, at SELLER's expense, and in SELLER's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the services.

28. Equal Opportunity and Affirmative Action in Employment

In fulfilling the terms of this Purchase Order, the SELLER agrees that only if applicable, Executive Order 11246, 29 C.F.R. Part 471, Appendix A to Subpart A, and 41 C.F.R. Parts 60-1.4, 60-1.7, 60-4.3 are incorporated. Only if applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). Only if applicable, these regulations prohibit discrimination against qualified protected veterans and against qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

29. No Findings for Recovery

SELLER warrants that it is not subject to an “unresolved” finding for recovery under Ohio Revised Code Section 9.24. SELLER further agrees that if this warranty is deemed to be false, this Purchase Order shall be void ab initio as between the parties and the SELLER must immediately repay to the BUYER any funds paid under this Purchase Order, or an action for recovery may be immediately commenced by BUYER for the recovery of said funds.

30. Ohio Law

The Purchase Order shall be governed by the laws of the State of Ohio, without reference to any choice of laws rules.

31. Personal Services

All individuals employed by SELLER who provide personal services to BUYER are not public employees for purposes of Chapter 145 of the Ohio Revised Code, as amended.

32. Conflict of Interest

By acceptance of and/or performance under this Purchase Order SELLER certifies and warrants that no Ohio State University employee and/or public servant, member of his/her family or any of his/her business associate(s) has an unlawful interest in this Purchase Order, per section 2921.42 of the Ohio Revised Code.

In addition to any specific Conflict of Interest obligation made part of this Purchase Order and/or may be pursuant to the provisions of FAR 9.5, SELLER warrants it is, and shall remain free of any obligation or restriction which would interfere or be inconsistent with or present a conflict of interest concerning the work to be furnished by SELLER under this Purchase Order.

33. Tax Exemption

Goods and services procured subject to the Purchase Order are exempt from Ohio sales tax (Ohio Revised Code Section 5739.02) and from federal excise tax.

34. Background Check Policy Statement of Intent

The Ohio State University has established a background check policy to promote a safe and secure environment for the campus community. This policy applies to contractor employees, hired through third party staffing vendors that are intended to supplement our workforce. See link for full details: hr.osu.edu/policy/resources/415vendorcontract.pdf.

35. Prohibition for Companies Boycotting Certain Jurisdictions (March 21, 2017)

Pursuant to R.C. 9.76(B) SELLER warrants that SELLER is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

36. Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (July 2018)

This order is subject to the Federal Acquisition Regulation 52.204-23, hereby incorporated by reference with the same effect as if it was fully set forth herein.

37. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug. 2020)

This order is subject to The Federal Acquisition Regulation 52.204-25 hereby incorporated by reference with the same effect as if was fully set forth herein. This requirement includes, but is not limited to, covered telecommunications or video surveillance equipment or services produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) and all products and services from Acronis (or any subsidiary or affiliate).

38. Purchase Order Placed Under United States Government Grant

If the Purchase Order indicates it is placed under a United States government grant, in addition to Items 1 to 37 listed above, this order is subject to the provisions contained in 2 CFR PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards items (C) through (L) as applicable and the applicable provisions are incorporated by reference with the same effect as if they were fully set forth herein. These standards are in compliance with provisions of applicable federal statutes and executive orders that are required for procurement contracts funded by federal awards. Copies of 2 CFR PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards items (C) through (L) will be made available to the SELLER upon written request or you may visit the following website: https://ecfr.gov/cgi-bin/text-idx?SID=498635da0c3b7106e7fea11e731c99ae&mc=true&node=ap2.1.200_1521.ii&rgn=div9

39. Purchase Order Placed Under United States Government Contract

If the Purchase Order indicates it is placed under a United States government contract, in addition to Items 1 to 37 listed above, this order is subject to the following Federal Acquisition Regulations and/or appropriate equivalent agency supplemental regulations or attachments hereto hereby incorporated by reference with the same effect as if they were fully set forth;

Where necessary to the context of the referenced FAR clauses, the term “contractor” shall mean “SELLER,” the term “contract” shall mean this “Purchase Order,” and the term “contracting officer” and equivalent phrases shall mean “BUYER.” The applicable dollar amount listed below indicates the dollar threshold at which the subject FAR clause becomes applicable to the contract and does not preclude other applicable FAR clauses.

Copies of the FAR clauses applicable to the contract will be made available to the SELLER upon written request or you may visit the either of the following websites: acquisition.gov/?q=browsefar or farsite.hill.af.mil/.

The following FAR clauses are applicable to all purchase orders placed under Federal Contracts:

- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008). Prescribed in 25.1103(a)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007). Prescribed in 27.201-2(b)
- 52.227-1 Authorization and Consent (DEC 2007). Prescribed in 27.201-2(a)(1)
- 52.230-5 Cost Accounting Standards—Educational Institution (AUG 2016). Prescribed in 30.201-4(e)
- 52.230-6 Administration of Cost Accounting Standards (JUN 2010). Prescribed in 30.201-4(d)
- 52.204-2 Security Requirements (AUG 1996). Prescribed in 4.404(a) – For contracts involving access to information classified as “Confidential,” “Secret,” or “Top Secret.”
- 52.227-14 Rights in Data—General (MAY 2014). Prescribed in 27.409(b)(1)
- 52.222-26 Equal Opportunity (SEP 2016). Prescribed in 22.810(e)
- 52.222-21 Prohibition of Segregated Facilities (APR 2015). Prescribed in 22.810(a)(1)
- 52.222-50 Combating Trafficking in Persons (MAR 2015). Prescribed in 22.1705(a)(1)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006). Prescribed in 47.507(a)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013). Prescribed in 32.009-2
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016). Prescribed in 4.1903
- 52.215-22 Limitations on Pass-Through Charges—Identification of Subcontract Effort (OCT 2009). Prescribed in 15.408(n)(1)
- 52.215-23 Limitations on Pass-Through Charges (OCT 2009). Prescribed in 15.408(n)(2)
- 52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016). Prescribed in 25.302-6
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997). Prescribed in 23.303 – For contracts involving hazardous materials

FAR clauses applicable to all purchase orders over \$2,500 placed under Federal Contracts

- 52.222-41 Service Contract Labor Standards (MAY 2014). Prescribed in 22.1006(a)
- 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015). Prescribed in 22.1906
- 52.222-62 - Paid Sick Leave Under Executive Order 13706 (JAN 2017). Prescribed in 22.2110

FAR clauses applicable to all purchase orders over the Micropurchase Threshold as defined in FAR 2.101 placed under Federal Contracts

- 52.222-3 Convict Labor (JUN 2003). Prescribed in 22.202

FAR clauses applicable to all purchase orders over \$15,000 placed under Federal Contracts

- 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014). Prescribed in 22.61

FAR clauses applicable to all purchase orders over \$35,000 placed under Federal Contracts

- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015). Prescribed in 9.409

FAR clauses applicable to all purchase orders over \$150,000 placed under Federal Contracts

- 52.222-35 Equal Opportunity for Veterans (OCT 2015). Prescribed in 22.1310(a)(1)
- 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014). Prescribed in 22.1408(a)
- 52.222-37 Employment Reports on Veterans (FEB 2016). Prescribed in 22.1310(b)

FAR clauses applicable to all purchase orders over Simplified Acquisition Threshold (SAT) as defined in FAR 2.101 placed under Federal Contracts

- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006). Prescribed in 3.503-2
- 52.219-8 Utilization of Small Business Concerns (NOV 2016). Prescribed in 19.708(a)
- 52.203-3 Gratuities (APR 1984). Prescribed in 3.202
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010). Prescribed in 22.1605

FAR clauses applicable to all purchase orders over \$500,000 placed under Federal Contracts

- 52.222-59 - Compliance with Labor Laws (Executive Order 13673) (DEC 2016). Prescribed in 22.2007(c) ***threshold is \$50 million until 4/24/17
- 52.222-60 - Paycheck Transparency (Executive Order 13673) (OCT 2016). Prescribed in 22.2007(d)

FAR clauses applicable to all purchase orders over \$700,000 (\$1,500,000 for construction contracts) placed under Federal Contracts

- 52.219-9 Small Business Subcontracting Plan (JAN 2017). Prescribed in 19.708(b)
- 52.219-16 Liquidated Damages—Subcontracting Plan (JAN 1999). Prescribed in 19.708(b)(2)

FAR clauses applicable to all purchase orders over \$750,000 placed under Federal Contracts

- 52.214-26 Audit and Records—Sealed Bidding (OCT 2010). Prescribed in 14.201-7(a)(1) – For solicitations and contracts established by sealed bidding

FAR clauses applicable to all purchase orders over \$2,000,000 placed under Federal Contracts

- 52.215-13 Subcontractor Certified Cost or Pricing Data—Modifications (OCT 2019). Prescribed in 15.408(e)
- 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (OCT 2019). Prescribed in 15.408(m)
- 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010). Prescribed in 15.408(l)
- 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data-Modifications (AUG 2011). Prescribed in 15.408(c)

FAR clauses applicable for all Federal Contracts over \$5,500,000 and performance period is 120 days or more

- 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015). Prescribed in 3.1004(a)

In addition to the above applicable FAR clauses, the following FAR clauses are applicable to all purchase orders for Non-Commercial Items and/or Services placed under Federal Contracts

- 52.227-11 Patent Rights—Ownership by the Contractor (MAY 2014). Prescribed in 27.303(b)(1)

FAR clauses applicable to all purchase orders for Non-Commercial Items and/or Services over \$150,000 placed under Federal Contracts

- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010). Prescribed in 3.808(b)
- 52.222-4 Contract Work Hours and Safety Standards —Overtime Compensation (MAY 2014). Prescribed in 22.305

FAR clauses applicable to all purchase orders for Non-Commercial Items and/or Services over the Simplified Acquisition Threshold (SAT) as defined in FAR 2.101 placed under Federal Contracts

- 52.203-7 Anti-Kickback Procedures (MAY 2014). Prescribed in 3.502-3
- 52.215-2 Audit and Records—Negotiation (OCT 2010). Prescribed in 15.209(b)(1)
- 52.203-5 Covenant Against Contingent Fees (MAY 2014). Prescribed in 3.404
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014). Prescribed in 3.104-9(b)
- 52.223-6 Drug-Free Workplace (MAY 2001). Prescribed in 23.505
- 52.247-63 Preference for U.S.-Flag Air Carriers (JUN 2003). Prescribed in 47.405
- 52.203-2 Certificate of Independent Price Determination (APR 1985). Prescribed in 3.103-1 – For fixed-price contracts
- 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011). Prescribed in 3.1106
- 52.236-13 Accident Prevention (NOV 1991). Prescribed in 36.513 – For fixed-price construction contracts

FAR clauses applicable to all purchase orders for Non-Commercial Items and/or Services over \$2,000,000 placed under Federal Contracts

- 52.215-12 Subcontractor Certified Cost or Pricing Data (OCT 2019). Prescribed in 15.408(d)
- 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011). Prescribed in 15.408(b)