

SRI Standard Terms and Conditions of Purchase



1. Acceptance of Purchase Order. Seller's agreement to furnish the materials or services hereby ordered, or Seller's commencement of such performance or acceptance of any payment, shall constitute Seller's acceptance of this Purchase Order. If this Purchase Order does not state price or delivery, then SRI will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller that are inconsistent with or in addition to these terms and conditions of purchase shall be void and of no effect. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by SRI's purchasing representative. These terms and conditions, together with any referenced exhibits, attachments, or other documents, constitute the entire agreement between the parties and supersede any prior or contemporaneous written or oral agreements pertaining to this subject matter. Additional or inconsistent terms or conditions proposed by Seller or included in Seller's acknowledgment hereof are hereby rejected by SRI and have no effect unless expressly accepted in writing by SRI.

2. Shipping Instructions. Seller shall be responsible for ensuring the proper packaging of materials hereunder. Any loss or damage, whenever occurring, which results from Seller's improper packaging or crating shall be borne by Seller. No charges will be allowed for packing, crating, freight, local cartage, and/or any other services unless specified on the face page(s) of this Purchase Order. Seller shall at all times comply with SRI's written shipping instructions. Unless otherwise directed, all items shipped on the same day from and to a single location must be consolidated on one bill of lading or airbill, as appropriate. Seller shall submit all required shipping papers to SRI prior to final payment. For material purchased F.O.B. origin, Seller shall not insure and not declare a value except when transportation rates are based on "released value," in which instance Seller shall annotate on the bill of lading the lowest released value provided in applicable tariffs. Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading, airbills, and invoices.

3. Delivery; Notice of Delay. Time is of the essence and failure to deliver in accordance with the delivery schedule under this Purchase Order shall be a material breach of this Purchase Order. No acts of SRI, including without limitation, modifications of this Purchase Order or acceptance of late deliveries, shall constitute waiver of this provision. SRI also reserves the right to refuse or return at Seller's risk and expense shipments made in excess of SRI's orders or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates. Seller shall notify SRI in writing immediately of any actual or potential delay to the performance of this Purchase Order and such notice shall include a proposed revised schedule and shall not constitute a waiver to SRI's rights and remedies hereunder.

4. Termination for Convenience. SRI may, by notice in writing, terminate this Purchase Order or work under this Purchase Order for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default. In the event of partial termination, Seller is not excused from performance of the non-terminated balance of work under this Purchase Order. In the event of termination for convenience by SRI, Seller shall immediately cease performance under this Purchase Order. SRI shall be liable to Seller only for all reasonable and substantiated costs prior to the effective date of the termination, provided that SRI will not be obligated to pay more than the full price of this Purchase Order. SRI will have no further payment obligation in connection with such termination. Seller will promptly notify SRI of all completed or partially completed work and, at no additional expense to SRI and in accordance with SRI's instructions, will promptly transfer possession of such work to SRI. Seller's obligations, including but not limited to obligations under the warranty, proprietary rights, and infringement provisions of this Purchase Order shall survive such termination.

5. Termination for Default. SRI may terminate this Purchase Order in whole or in part at any time for (i) breach of any one or more of Seller's obligations, representations and warranties under this Purchase Order and such breach is not cured within five (5) business days after written notice of such breach is delivered to Seller, (ii) failure to make progress so as to endanger performance of this Purchase Order, or (iii) failure to provide

adequate assurance of future performance. In the event of partial termination, Seller is not excused from performance of the non-terminated balance of work under this Purchase Order. In the event of Seller's default hereunder, SRI may exercise any or all rights accruing to it, both at law, including without limitation, those set forth in Article 2 of the Uniform Commercial Code, or in equity. Seller's obligations, including but not limited to obligations under the warranty, proprietary rights, and infringement provisions of this Purchase Order shall survive such termination.

6. Force Majeure. Except for defaults of Seller's subcontractors at any tier, neither SRI nor Seller shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes include acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

7. Disputes. Except when prohibited by law, the parties shall resolve disputes arising out of this agreement, including disputes about the scope of this arbitration provision, by final and binding arbitration seated and held in San Francisco, California before a single arbitrator. JAMS shall administer the arbitration under its comprehensive arbitration rules and procedures. The arbitrator shall award the prevailing party its reasonable attorneys' fees and expenses, and its arbitration fees and associated costs. Any court of competent jurisdiction may enter judgment on the award. Either party may seek preliminary relief from a court of competent jurisdiction to prevent imminent or continuing irreparable harm before filing a demand for arbitration. Pending resolution or settlement of any dispute arising under this Purchase Order, Seller will proceed diligently as directed by SRI with the performance of this Purchase Order. Irrespective of the place of performance, this Purchase Order will be construed and interpreted according to the laws of the State of California, without resort to its conflicts of law rules.

8. Remedies. Except as otherwise provided herein, the rights of both parties hereunder shall be in addition to their rights and remedies at law or in equity. Failure of either party to enforce any of its rights shall not constitute a waiver of such rights or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect.

9. Proprietary Rights. Unless otherwise expressly agreed in writing to the contrary, all specifications, information, data, drawings, software and other items supplied by Seller to SRI shall be disclosed to SRI on a non-proprietary basis and may be used and/or disclosed by SRI without restriction. All specifications, information, data, drawings, software and other items which are (i) supplied by SRI to Seller, (ii) obtained or developed by Seller in the performance of this Purchase Order, or (iii) paid for by SRI shall be proprietary to SRI, shall be used by Seller only for purposes of providing goods or services to SRI pursuant to this Purchase Order, and shall not be disclosed by Seller to any third party without SRI's express written consent. All such items supplied by SRI, obtained by Seller in performance of this Purchase Order, or paid for by SRI shall be promptly provided by Seller to SRI on the earlier to occur of SRI's request or Seller's completion of this Purchase Order. Any invention or intellectual property first made or conceived by Seller in the performance of this Purchase Order, or which is derived from or based on the use of information supplied by SRI, shall be the property of SRI; and Seller hereby assigns all Seller's right, title, and interest therein to SRI. Upon request, Seller shall execute such further documents as may be necessary to perfect SRI's title thereto.

10. SRI's Property. All drawings, tools, jigs, dies, fixtures, materials, and other items supplied or paid for by SRI shall be and remain the property of SRI; and SRI has the right to enter Seller's premises and remove any such property at any time without being liable for trespass or damages of any sort. All such items shall be used only in the performance of work under this Purchase Order unless SRI consents otherwise in writing. Material made in accordance with SRI's specifications and drawings shall not be furnished or quoted by Seller to any other person or concern without SRI's prior written consent. Seller has the obligation to maintain any and all property furnished

by SRI to Seller and shall be responsible for all loss or damage to said property except for normal wear and tear.

11. Release of Information / Publicity. Seller shall not publish, distribute, or use any information developed under or about the existence of this Purchase Order, or use SRI's company name (or the name of any SRI division, affiliate, subsidiary, employee, director, or officer thereof), logo, trademark, service mark, or trade dress for the purpose of advertising, making a news release, creating a business reference, creating website content or for products or service endorsement without SRI's prior written approval. Seller's obligations under this section shall survive the termination or cancellation of this Purchase Order.

12. Order of Precedence. In the event of any inconsistency or conflict between or among the provisions of this Purchase Order, such inconsistency or conflict shall be resolved by the following descending order of preference: (1) this Purchase Order (subcontract, agreement, etc.), including order specific provisions which are typed or written on the face page(s) of this Purchase Order as additions to the preprinted terms; (2) general terms and conditions of purchase, including supplements thereto, attached hereto or incorporated by reference; and (3) documents incorporated by reference on the face page(s) of this Purchase Order. SRI's specifications shall prevail over those of the United States Government, and both of the foregoing shall prevail over Seller's specifications. In the event of conflict between specifications, drawings, samples, designated type, part number, or catalog description, such inconsistency or conflict shall be resolved by the following descending order of preference: (i) specifications, (ii) drawings, (iii) designated type, part number, or catalog description, and (iv) samples. In cases of ambiguity in the specifications, drawings, or other requirements of this Purchase Order, Seller must, before proceeding, consult SRI, whose written interpretation shall be final.

13. Warranty. Seller represents and warrants that it has the full power to enter into this Purchase Order and to perform its obligations under this Purchase Order. Seller represents and warrants that the materials delivered pursuant to this Purchase Order shall be new, free from defects in workmanship, materials, and design and shall strictly conform to all the requirements of this Purchase Order. Seller further represents and warrants that the performance of work and services pursuant to the requirements of this Purchase Order shall conform to high professional standards. These warranties shall survive final acceptance and payment. This warranty entitlement shall inure to the benefit of both SRI and SRI's customers. As used in this Purchase Order, SRI's customer(s) shall include its direct and indirect customers, including but not limited to, direct sale end-users, higher tier subcontractors, prime contractors and the ultimate user under relevant prime contract(s). Seller shall be liable for and hold SRI harmless for any loss, damage, cost, expense, or liability that SRI may suffer from breach of any of these warranties. Remedies shall be at SRI's election, including repair, replacement, or reimbursement of the purchase price of nonconforming materials and, in the case of services, either correction of the defective services at no cost to SRI or reimbursement of the amounts paid for such services.

14. Inspection. All material and workmanship shall be subject to inspection and test at all reasonable times and places by SRI or SRI's customer before, during and after performance and delivery. SRI may require Seller to repair, replace or reimburse the purchase price of rejected material or SRI may accept any materials and upon discovery of nonconformance, may reject or keep and rework any such materials not so conforming. Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or reinspection by SRI shall be at Seller's expense. If inspection and test are made on the premises of Seller or Seller's lower tier subcontractors, Seller shall furnish without additional charge all reasonable facilities, information and assistance necessary for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Section 14 (Inspection) pertaining to inspection and test on Seller's premises are supplementary to and not in lieu of the other provisions of this Section. SRI's failure to inspect does not relieve Seller of any responsibility to perform according to the terms of this Purchase Order.

15. Changes. SRI has the right by written order to suspend work or to make changes from time to time in the services to be rendered or the materials to be furnished by Seller hereunder or the delivery date. If such suspension or changes cause an increase or decrease in the cost of performance of this Purchase Order or in the time required for its performance, an equitable

adjustment shall be negotiated promptly and to the extent that SRI agrees to such adjustments, this Purchase Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing within twenty (20) days from the date of receipt by Seller of notification of the change or suspension and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures. However, nothing herein shall excuse Seller from proceeding with this Purchase Order pending resolution of the claim. Failure by Seller to request for an adjustment within twenty (20) days will be deemed waiver of the right to equitable adjustment and will not excuse Seller from performing in accordance with the revised Purchase Order. Information, advice, approvals, or instructions given by SRI's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect SRI's and Seller's rights and obligations hereunder unless set forth in a writing which is signed by SRI's purchasing representative and which states that it constitutes an amendment or change to this Purchase Order.

16. Infringement. Seller warrants that all work, materials, services, equipment, parts and other items provided by Seller pursuant to this Purchase Order, which are not of SRI's design, shall be free from claims of infringement (including misappropriation) of third party intellectual property rights and that any use or sale of such items by SRI or any of SRI's customers shall be free from any claims of infringement. Seller shall indemnify, defend and hold SRI and SRI's customers harmless from and against any claims, losses, damages, liabilities, costs and expenses (including attorneys' fees) arising out of claims, suits, or actions alleging such infringement. In the event that any product or service is alleged to infringe any third party intellectual property right, Seller may replace or modify infringing items with comparable goods acceptable to SRI of substantially the same form, fit, and function so as to remove the source of infringement. Seller's obligations under this Purchase Order, including those contained in Section 13 (see, Warranty) and in this Section 16 (Infringement), shall apply to all replacement and modified items. If the use or sale of any of the above items is enjoined as a result of such claim, suit or action, Seller, at no expense to SRI, shall obtain for SRI and SRI's customers the right to use and sell said item.

17. Taxes. Unless this Purchase Order specifies otherwise, the price of this contract includes, and Seller is liable for and shall pay, all taxes, impositions, charges and exactions imposed on or measured by this Purchase Order except for applicable sales and use taxes that shall be separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges, or exactions for which SRI has furnished a valid exemption certificate or other evidence of exemption.

18. Assignments. Seller may not assign any rights or delegate any of its obligations due or to become due under this Purchase Order without the prior written consent of SRI. Any purported assignment by Seller without such consent shall be void. Should SRI grant consent to Seller's assignment of this Purchase Order, such assignee shall be bound by the terms and conditions of this Purchase Order. However, Seller shall continue to be fully responsible and liable for full performance of all obligations under this Purchase Order SRI retains the right to assign this Purchase Order to (i) any affiliated company, (ii) any successor in interest, or (iii) SRI's customer. SRI has the right at any time to set off any amount owing from Seller to SRI or SRI's subsidiaries and/or affiliates against any amount due and owing to Seller or any of its subsidiaries and/or affiliates pursuant to this Purchase Order or any other contractual agreement between SRI and Seller or their respective subsidiaries and/or affiliates. Seller shall promptly notify SRI in writing in advance of any organizational changes planned by Seller, including name or ownership changes, mergers or acquisitions.

19. Compliance with Law. Seller warrants that all materials to be furnished and services to be rendered under this Purchase Order shall be manufactured, sold, used, shipped, and rendered in compliance with all applicable federal, state and local laws, regulations, codes, ordinances, standards, rulings, treaties and other requirements. Seller agrees to defend, indemnify and hold SRI harmless against any loss, cost, damage, penalty, fine, expense (including attorney's fees), or liability by reason of Seller's violation hereof. Nothing in this Purchase Order or in any requirement under this Purchase Order shall be construed to mean that Seller shall perform any work in violation of any law. This Section 19 (Compliance with Law) operates in addition to and not in mitigation of any other requirements in this Purchase Order.

20. Responsibility and Insurance. Seller shall be responsible for the actions and failure to act of all parties retained by, through, or under Seller in connection with the performance of this Purchase Order. Seller shall maintain such General Liability, Property Damage, Employer's Liability, and Workers' Compensation Insurance, Professional Errors and Omissions Insurance, and Motor Vehicle Liability (Personal Injury and Property Damage) Insurance in such amounts as will protect Seller (and its subcontractors) and SRI from said risks and from any claims under any applicable laws. Seller shall provide SRI with certificates evidencing required insurance on request.

21. Indemnity Against Claims. Seller shall keep its work and all items supplied by it hereunder free and clear of all liens and encumbrances, including mechanic's liens, in any way arising from performance of this Purchase Order by Seller or by any of its vendors or subcontractors. Seller may be required by SRI to provide a satisfactory release of liens as a condition of final payment. Seller shall, without limitation, indemnify, defend, and hold SRI and its customer(s) and their respective officers, directors, employees and agents harmless from and against (i) all claims (including claims under Workers' Compensation or Occupational Disease laws) and resulting costs (including attorney's fees), expenses, damages, and liability which arise from personal injury, death, or property loss or damage attributed to, or caused by, the goods, services or other items supplied by Seller pursuant to this Purchase Order except to the extent that such injury, death, loss or damage is caused solely and directly by the negligence of SRI, and (ii) all claims (including resulting costs, expenses, damages, and liability) by Seller's employees or subcontractors.

22. International Transactions. Payment will be in United States dollars unless otherwise agreed to by specific reference in this Purchase Order. Seller agrees that SRI, its subsidiaries, affiliates or its designees may exclusively use the value of this Purchase Order to satisfy any international offset obligations with Seller's country, subject to the offset qualifying laws, rules and regulations of that country.

23. Export/Import Controls. Seller shall control the disclosure of and access to technical data, information and other items received under this Purchase Order in accordance with U.S. export control laws and regulations, including but not limited to, the International Traffic in Arms Regulations (ITAR). Seller shall indemnify, defend, and hold SRI harmless for all liabilities, penalties, losses, damages, costs (including attorney's fees) or expenses that may be imposed on or incurred by SRI in connection with any violations of such laws and regulations by Seller. Seller shall immediately notify SRI if it is or becomes listed on any Excluded or Denied Party List of an agency of the U.S. Government or its export privileges are denied, suspended, or revoked. Seller will give immediate written notification to SRI if the items to be delivered or sold to SRI under this Purchase Order are restricted by export control laws or regulations prior to the delivery of the items. Seller will provide SRI with applicable ECCN information.

24. Foreign Corrupt Practices Act. The Foreign Corrupt Practices Act of 1977 ("FCPA") makes it unlawful for U.S. companies, as well as their officers, directors, employees, and agents, to corruptly make or offer to make a payment of money or anything of value to a foreign official for the purpose of obtaining or retaining business. Seller acknowledges and understands that Seller must comply fully with the FCPA. Without limitation, Seller understands and agrees that it shall be unlawful for Seller to give or promise to give money or anything of value directly or indirectly to a foreign official in order to assist SRI in obtaining or retaining business.

25. Severability. If any provision of this Purchase Order or application thereof is found invalid, illegal or unenforceable by law, the remainder of this Purchase Order will remain valid, enforceable and in full force and effect, and the parties will negotiate in good faith to substitute a provision of like economic intent and effect.

26. U.S. Government Contract Regulations. If this Purchase Order is being issued in support of a U.S. Government Contract, the Federal Acquisition Regulation (FAR) clauses and (if the Contract is with an agency of the Department of Defense) Defense Federal Acquisition Regulation Supplement (DFARS) clauses referenced below are incorporated herein by reference, along with the two equal opportunity clauses set forth in bold text, with the same force and effect as if they were set forth herein in full text, and are applicable, including any notes following the clause citation, to this Purchase Order. In all clauses listed herein, the terms "Government" and "Contractor" shall be revised to identify properly the contracting parties under this

Purchase Order. The full text of the FAR and DFARS clauses may be found on the Internet at <http://farsite.hill.af.mil/>.

- i. FAR 52.203-7 Anti-Kickback Procedures (Oct 2010) (excluding subparagraph (c)(1)) (Applies if this Purchase Order exceeds \$150,000)
- ii. FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010) (Applies if this Purchase Order exceeds \$150,000)
- iii. FAR 52.203-13 Contractor Code of Business Ethics and Conduct (Apr 2010) (Applies if this Purchase Order exceeds \$5,000,000 and has a period of performance of more than 120 days)
- iv. FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Applies if this Purchase Order is funded by the Recovery Act)
- v. FAR 52.204-2 Security Requirements (Aug 1996) (Applies if Seller requires access to classified information)
- vi. FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011) (Applies if Seller will have physical access to a federally-controlled facility or access to a federal information system)
- vii. FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013)
- viii. FAR 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (Aug 2013) (Applies if this Purchase Orders exceeds \$30,000 except those for commercial off-the-shelf items)
- ix. FAR 52.219-8 Utilization of Small Business Concerns (Jan 2011) (Applies if this Purchase Order exceeds \$650,000)
- x. FAR 52.222-21 Prohibition of Segregated Facilities (Feb 1999)
- xi. FAR 52.222-26 Equal Opportunity (Mar 2007)
- xii. FAR 52.222-35 Equal Opportunity for Veterans (Sep 2010) (Applies if this Purchase Order exceeds \$100,000)
- xiii. FAR 52.222-36 Affirmative Action for Workers with Disabilities (Oct 2010) (Applies if this Purchase Order exceeds \$15,000)
- xiv. FAR 52.222-40 Notification of Employee Rights under the National Labor Relations Act (Dec 2010) (Applies if this Purchase Order exceeds \$10,000 and will be performed wholly or partially in the United States)
- xv. FAR 52.222-41 Service Contract Act of 1965 (Nov 2007) (Applies if this Purchase Order is for services subject to the Service Contract Act)
- xvi. FAR 52.222-50 Combating Trafficking in Persons (Feb 2009)
- xvii. FAR 52.222-54 Employment Eligibility Verification (Aug 2013) (Applies if this Purchase Order: (1) is for either: (i) services, except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications) performed by the COTS provider and are normally provided for that COTS item; or (ii) construction; and (2) exceeds \$3,000; and (3) includes work performed in the United States)
- xviii. FAR 52.223-11 Ozone-Depleting Substances (May 2001)
- xix. FAR 52.225-1 Buy American Act – Supplies (Feb 2009)
- xx. FAR 52.225-5 Trade Agreements (Nov 2013)
- xxi. FAR 52.225-13 Restrictions on Certain Foreign Purchases (Jun 2008)
- xxii. FAR 52.227-14 Rights in Data – General (Dec 2007)
- xxiii. FAR 52.227-19 Commercial Computer Software – Restricted Rights (Dec 2007)
- xxiv. FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) (Applicable only if Seller is a small business concern and SRI receives accelerated payments from its client)
- xxv. FAR 52.244-6 Subcontracts for Commercial Items (Dec 2013)
- xxvi. FAR 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)
- xxvii. DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
- xxviii. DFARS 252.203-7003 Agency Office of the Inspector General (Dec 2012) (Applies whenever FAR 52.203-13 applies (see above))
- xxix. DFARS 252.204-7012 Safeguarding of Unclassified Controlled Technical Information (Nov 2013)
- xxx. DFARS 252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors (Feb 2014)
- xxxi. DFARS 252.204-7015 Disclosure of Information to Litigation Support Contractors (Feb 2014)
- xxxii. DFARS 252.211-7003 Item Unique Identification and Valuation (Dec 2013) (Applies to Purchase Orders for acquisition of items requiring unique identification in accordance with DFARS 211.274-2 and 211.274-3)

- xxxiii. DFARS 252.223-7001 Hazard Warning Labels (Dec 91) (Applies if this Purchase Order requires delivery of hazardous materials)
- xxxiv. DFARS 252.223-7002 Safety Precautions for Ammunition and Explosives (May 1994) (Applies if this Purchase Order involves ammunition or explosives, including liquid and solid propellants)
- xxxv. DFARS 252.223-7003 Change in Place of Performance – Ammunition and Explosives (Dec 1991) (Applies if DFARS 252.223-7002 applies)
- xxxvi. DFARS 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (Sep 1999) (Applies if this Purchase Order is for development, production, manufacture, or purchase of arms, ammunition, and explosives, or when arms, ammunition, or explosives will be provided to Seller as Government furnished property)
- xxxvii. DFARS 252.223-7008 Prohibition of Hexavalent Chromium (Jun 2013) (Applicable to Purchase Orders for supplies, maintenance and repair services, or construction materials)
- xxxviii. DFARS 252.225-7001 Buy American and Balance of Payments Program (Dec 2012) (Applies instead of FAR 52.225-1)
- xxxix. DFARS 252.225-7007 Prohibition on Acquisition of United States Munition List Items from Communist Chinese Military Companies (Sep 2006) (Applies if Seller is providing items on the U.S. Munitions List)
- xl. DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (Jan 2011) (excluding paragraph (d)) (Applicable to Purchase Orders for items containing specialty metals)
- xli. DFARS 252.225-7012 Preference for Certain Domestic Commodities (Feb 2013)
- xlii. DFARS 252.225-7021 Trade Agreements Act (Oct 2013) (Applies instead of FAR 52.225-5)
- xliii. DFARS 252.225-7048 Export-Controlled Items (Jun 2013)
- xliv. DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004) (Applies to Purchase Orders exceeding \$500,000. SRI shall have no liability to Seller for an incentive payment under this clause unless and until SRI receives an incentive payment from its client)
- xlv. DFARS 252.227-7013 Rights in Technical Data – Noncommercial Items (Jun 2013) (Applies instead of FAR 52.227-14, to the extent specified in DFARS 252.227-7015)
- xlvi. DFARS 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (May 2013) (Applies instead of FAR 52.227-14)
- xlvii. DFARS 252.227-7015 Technical Data – Commercial Items (Jun 2013)
- xlviii. DFARS 252.227-7019 Validation of Asserted Restrictions – Computer Software (Sep 2011)
- xlix. DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data (Jun 2013)
- I. DFARS 252.239-7018 Supply Chain Risk (Nov 2013) (Applies if this Purchase Order involves the development or delivery of any information technology, whether acquired as a service or supply)
- ii. DFARS 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Jan 2009) (Applicable to Purchase Orders for acquisition of steel as a construction material)
- iii. DFARS 252.244-7000 Subcontracts for Commercial Items (Jun 2013)
- liii. DFARS 252.246-7003 Notification of Potential Safety Issues (Jan 2007) (Applies if this Purchase Order is for: (i) parts identified as critical safety systems; (ii) systems and subsystems, assemblies and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. Seller shall provide notifications to both SRI and the contracting officer)
- liv. DFARS 252.247-7003 Pass-Through of Motor Carrier Surcharge Adjustment to the Cost Bearer (Sep 2010) (Applies if Seller is a motor carrier, broker, or freight forwarder)
- lv. DFARS 252.247-7023 Transportation of Supplies by Sea (May 2002) (Applies instead of FAR 52.247-64 if this Purchase Order requires transportation of supplies by sea. Paragraphs (f) and (g) do not apply if this Purchase Order does not exceed \$150,000)
- lvi. DFARS 252.247-7024 Notification of Transportation of Supplies by Sea (May 2002)
- lvii. DFARS 252.249-7002 Notification of Anticipated Contract Termination or Reduction (Oct 2010) (Applies if this Purchase Order exceeds \$650,000)

Equal Opportunity for Veterans. **This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

Equal Opportunity for Disabled Persons. **This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-741.5(a). This regulation prohibits discrimination against qualified protected individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

27. U.S. Government Grant Regulations. If this Purchase Order is being issued in support of a U.S. Government Grant, Cooperative Agreement, or other type of financial assistance award, the following additional terms from OMB Circular A-110 (2 CFR 215) Appendix A are hereby incorporated.

- i. Equal Employment Opportunity. Seller shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- ii. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c). (Applicable only to Purchase Orders that exceed \$2,000 and are for construction or repair.) Seller shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Copeland Anti-Kickback Act prohibits inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. Seller shall report all suspected or reported violations to SRI.
- iii. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7). (Applicable only to Purchase Orders that exceed \$2,000 and are for construction.) Seller shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under the Davis-Bacon Act, Seller is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Seller is required to pay wages not less than once a week. Seller must request a copy of the current prevailing wage determination issued by the Department of Labor if one is not attached to this Purchase Order. Issuance of this Purchase Order is conditioned upon Seller's acceptance of the wage determination. Seller shall report all suspected or reported violations to SRI.
- iv. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). (Applicable only to Purchase Orders that exceed \$2,000 and are for construction; or exceed \$2,500 and involve the employment of mechanics or laborers.) Seller shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, Seller is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- v. Rights to Inventions Made Under a Contract or Agreement. (Applicable only to Purchase Orders for the performance of experimental, developmental, or research work.) The Federal Government and SRI shall have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and

Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- vi. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. (Applicable only to Purchase Orders that exceed \$100,000.) Seller shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to SRI.
- vii. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). (Applicable only to Purchase Orders of \$100,000 or more.) Seller shall submit to SRI a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Seller shall also disclose to SRI any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- viii. Debarment and Suspension (E.O.s 12549 and 12689). SRI is not permitted to issue any Purchase Order to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. For Purchase Orders that exceed the small purchase threshold, Seller shall provide the required certification regarding its exclusion status and that of its principal employees, and shall not issue any lower-tier purchase orders to any excluded parties in support of this Purchase Order.

- END OF TERMS (PO-001 Rev. 4/14) -