1. **Contract Work Hours and Safety Standards Act - Overtime Compensation**

   This Purchase Order, to the extent that it is a contract work under the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exception of such Act and the regulations of the Secretary of Labor thereunder.

   a. **Overtime requirements** - No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph a, in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight (8) hours or in excess of his standard workweek of forty (40) hours without payment of the overtime wages required by paragraph a.

   c. **Withholding for unpaid wages and liquidated damages** - The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages or liquidated damages as provided in the provisions of paragraph b.

   d. **Subcontracts** - The Contractor shall insert paragraphs a. through d. of this clause in all subcontracts of any tier.

2. **Equally Opportunity**

   a. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertisements; layoff or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Buyer setting forth the provisions of this Equal Opportunity clause.

   b. The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   c. The Seller will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the Buyer, advising the labor union or workers' representative of the contractor's commitment under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   d. The Seller will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

   e. The Seller will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor equipment or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

   f. In the event of the Seller's noncompliance with the Equal Opportunity clause of this contract with any of the aforesaid rules, regulations, or orders this Purchase Order may be cancelled, terminated or suspended in whole or in part, and the Seller may be declared ineligible for further purchase orders under Government contracts or grants in accordance with procedures authorized in Executive Order No. 11246 of September 27, 1963, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule regulation, or by rule of the Secretary of Labor, or as otherwise provided by law.

   g. The Seller will include the provisions of Paragraphs a. through g. in every subcontract or purchase order under exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action with respect to any subcontract or purchase order as the Buyer may direct as a means of enforcing such provisions including sanctions for non-compliance provided, however, that in the event the Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Buyer, the Seller may request the Buyer to enter into such litigation to protect the interest of the Buyer.

3. **Notice and Assent Regarding Patent and Copyright Infringement**

   a. The Seller shall report to the Buyer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Purchase Order of which the Seller has knowledge.

   b. In the event of any claim or suit against the Buyer or the Contractor, the Seller, in the account of an alleged patent or copyright infringement arising out of the performance of this Purchase Order or out of the use of any supplies furnished by work or services performed hereunder, the Seller shall furnish to the Buyer, when requested, all evidence and information in possession of the Seller pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Buyer except where the Seller has agreed to indemnify the Buyer. This clause shall be included in all subcontracts.

4. **Preference for United States Flag Air Carriers**

   a. Public Law 93-623 requires that all Federal agencies and Government Contractors and subcontractors will use U.S. flag air carriers for international air transportation of personnel (and their personal effects) to or from foreign countries.

   b. The Seller agrees to utilize U.S. flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carriers is available.

   c. In the event that the Seller selects a carrier other than a U.S. flag carrier for international air transportation, the Seller will include a certification on vouchers involving such transportation which is essentially as follows:

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CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS

I hereby certify that transportation service for personnel (and their personal effects) or property by certificated air carrier was unavailable for the following reasons: (state reasons)
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   d. The terms used in this clause have the following meanings:

   - "International air transportation" means transportation of persons (and their personal effects) or property by air between a place in the United States and a place outside thereof between two places both of which are outside the United States.

   - "U.S. flag air carrier" means one of a class of air carriers holding a certificate of public convenience and necessity issued by the Federal Aviation Board, approved by the President, authorizing operations between the United States and/or its territories and one or more foreign countries.

   - The term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States and the District of Columbia.

   e. The Seller shall include the substance of this clause, including this paragraph e. in each subcontract or purchase hereunder which may involve international air transportation.

5. **Qualifying Country Sources as Subcontractors**

   - No qualifying country source (6-001), subject to the restrictions set forth in Section VI, Part 14, or U.S. source is to be precluded from competing for subcontracts.

6. **Affirmative Action for Handicapped Workers**

   - The Seller will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified.
Seller agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

b. Presumption, Title and Waiver of Rights.

(1) Presumption of Title:

(a) Any Reportable Item which the Administrator considers to be a Subject Invention shall be presumed to have been made in the manner specified in paragraph (1) or (2) of Section 305(a) of the National Aeronautics and Space Act of 1958 [42 U.S.C. 2457(a)] (hereinafter called "the Act"). and the above presumption shall be conclusive unless the Administrator submits to the Buyer a written statement, containing supporting details, demonstrating that the Reportable Item was not made in the manner specified in paragraph (1) or (2) of Section 305(a) of the Act.

(b) Regardless of whether title to a given Subject Invention would be subject to an advance waiver or is the subject of petition for waiver, the Seller may nevertheless file the statement described in paragraph b.(1)(a) above. The Administrator will review the information furnished by the Seller in any such statement and any other available information relating to the circumstances surrounding the making of the Subject Invention and will notify the Seller whether the administrator has determined that the Subject Invention was made in the manner specified in paragraph (1) or (2) of Section 305(a) of the Act.

c. Minimum Rights Reserved by the Government.

(1) With respect to each Subject Invention for which a waiver of rights is applicable pursuant to 14 CFR Section 1245, Subpart 1, the Government shall reserve:

(a) an irrevocable, nonexclusive, nontransferable, royalty-free license for the practice of such invention throughout the world by or on behalf of the United States or any foreign government pursuant to any treaty or agreement with the United States.

(b) such other rights as set forth in 14 CFR 1245.107.

(2) Nothing contained in this paragraph shall be deemed to grant to the Government any rights with respect to any invention other than a Subject Invention.

d. Minimum Rights to the Contractor.

(1) The Contractor is granted, pursuant to 14 CFR 1245.204(a), a revocable, nonexclusive, royalty-free license in each patent application filed in any country on a Subject Invention in accordance with paragraph e. of this clause, and in any resulting patent, in which the Government acquires title. The license shall extend to the Contractor and to any domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and shall include the right to grant sublicenses to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license shall be transferable only with the approval of the Administrator except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's nonexclusive domestic license granted pursuant to paragraph d.(1) is revocable or modified by the Administrator to the extent necessary to achieve the earliest practical application for an exclusive license to the extent in accordance with 14 CFR 1245.207. This license shall be revoked in that field of use or geographic area. The Contractor has an exclusive or practical application and continues to make the benefits of the invention reasonably accessible to the public. The Contractor's nonexclusive license in any foreign country granted pursuant to paragraph d.(1) of this clause may be revoked or modified at the discretion of the Administrator to the extent the Contractor's or its affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, pursuant to paragraph d.(2) of this clause, the Administrator shall be allowed 30 days (or such other time as may be allowed by the Administrator for good cause shown by the Contractor) after the notice is served to appeal in accordance with 14 CFR 1245.21(c), any decision concerning the revocation or modification of the license.

e. Reportable Item Identification Procedures and Reports.

(1) The Seller shall establish, maintain and follow active and effective procedures to ensure that Reportable Items are promptly identified and timely reported. These procedures shall include maintenance of laboratory notebooks or equivalent records and any other records that are necessary to document the conception and/or the first practical application of Reportable Items, and records which show that the procedures for identifying and reporting the Reportable Items are followed. Upon receipt, the Seller shall furnish the Buyer a description of these procedures so that he may evaluate and determine their effectiveness.

(2) The Seller shall furnish the Buyer:

(a) A full and complete technical report for each Reportable Item within 6 months after conception of first actual reduction to practice, whichever occurs first under the contract. But, in any event, for Subject Inventions, such reduction to practice shall be furnished prior to any sale, public use or publication known to the Seller. The report shall contain the contract and inventor or innovator and shall be sufficiently complete in technical detail and appropriately illustrated by sketch or diagram to convey to one skilled in the
52.203-7 Anti-Kickback Procedures.

As prescribed in 3.502-3, insert the following clause:

ANTI-KICKBACK PROCEDURES (OCT 1988)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.


(1) Providing or attempting to provide or offering to provide any kickback; or

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(i) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract.

(End of clause)

3.502 Subcontractor kickbacks.

Prescribing Clause

3.502-1 Definitions.

"Kickback," as used in this section, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this section, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this section, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this section, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this section, means any officer, partner, employee, or agent of a prime contractor.

"Subcontract," as used in this section, means a contract or contractual action entered into by a prime contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this section, (1) means any person, other than the prime contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this section, means any officer, partner, employee, or agent of a subcontractor.
"Subcontractor," as used in this section, (a) means any person, other than the prime contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract; and (b) includes any person who offers to furnish or furnishes general supplies to the prime contractor or a higher tier subcontractor.

3.502-2 General.

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) was passed to deter subcontractors from making payments and contractors from accepting payments for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a subcontract relating to a prime contract. The Act—

(a) Prohibits any person from—

   (1) Providing, attempting to provide, or offering to provide any kickback;
   (2) Soliciting, accepting, or attempting to accept any kickback; or
   (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.

(b) Imposes criminal penalties on any person who knowingly and willfully engages in the prohibited conduct addressed in paragraph (a) of this subsection.

(c) Provides for the recovery of civil penalties by the United States from any person who knowingly engages in such prohibited conduct and from any person whose employee, subcontractor, or subcontractor employee provides, accepts, or charges a kickback.

(d) Provides that—

   (1) The contracting officer may offset the amount of a kickback against monies owed by the United States to the prime contractor under the prime contract to which such kickback relates;
   (2) The contracting officer may direct a prime contractor to withhold from any sums owed to a subcontractor under a subcontract of the prime contract the amount of any kickback which was or may be offset against the prime contractor under subparagraph (d)(1) of this subsection; and
   (3) An offset under subparagraph (d)(1) or a direction under subparagraph (d)(2) of this subsection is a claim by the Government for the purposes of the Contract Disputes Act of 1978.

(e) Authorizes contracting officers to order that sums withheld under subparagraph (d)(2) of this subsection be paid to the contracting agency, or if the sum has already been offset against the prime contractor, that it be retained by the prime contractor.

(f) Requires the prime contractor to notify the contract-
art to which the Reportable Item pertains, a clear understanding of the nature, purpose, operation, and to the extent known, the physical, chemical, biological, or electrical characteristics of the item.

(b) Interim reports, at least every 12 months from the date of the contract, listing Reportable Items for that period and certifying that:
   i. The Seller's procedures for identifying and reporting Reportable Items, required by this paragraph e., have been followed throughout the reporting period; and
   ii. All Reportable Items have been reported or that there are no such Reportable Items.

(c) A final report within 3 months after completion of the contract work, listing all Reportable Items or certifying that there were no such Reportable Items. Such final report shall also include a negative subcontract report, if appropriate, pursuant to paragraph i.5) of this clause.

(3) The Seller shall furnish, upon written request by the Buyer, additional technical and other information available to the Seller as is necessary for the preparation of a patent application and for prosecution of such patent application, and in addition shall execute or endeavor to secure execution of all lawful documents and instruments determined by the Administrator to be necessary for the preparation and prosecution of applications for Letters Patent covering any Subject Invention.

(4) The Seller agrees that the Buyer and the Government may use, duplicate, and disclose, in whole or in part, in any manner and for any purpose whatsoever, and have others so do, all reports of Reportable Items and all other reports and papers furnished or required to be furnished pursuant to this clause.

f. Forfeiture of Rights in Unreported Subject Inventions

(1) The Seller shall forfeit to the Buyer all rights in any Subject Invention which it fails to report to the Buyer within 6 months after the time he:
   (a) Files or causes to be filed a United States or foreign application for patent thereto, or
   (b) Submits the final report required by paragraph e.(2)(c) of this clause, whichever is later.

(2) However, the Seller shall not forfeit rights in a Subject Invention if, within the time specified in (1) of this paragraph f., the Seller:
   (a) Prepared a written decision based upon a review of the record that the invention was neither conceived nor first actually reduced to practice in the performance of any work under the contract and submits the same to the Buyer;
   (b) Reports the invention to the Buyer, together with the written statement specified in paragraph b.(1)(a) of this clause, to overcome the presumption of title in the invention;
   (c) Establishes that the failure to report did not result from his fault or negligence.

(3) At the discretion of the Buyer, the Seller may not forfeit rights under paragraph f.(1) of this clause if the Seller files or causes to be filed a United States application for patent thereon and the applicant files with the Commissioner of Patents a written statement under oath pursuant to subsection 305(c) of the National Aeronautics and Space Act of 1958 [42 U.S.C. 2457(c)].

(4) Pending written assignment of the patent applications and patents on a Subject Invention determined by the Buyer to be forfeited, such determination to be a final decision under the arbitration clause, the Seller shall be deemed to hold the invention and the Buyer. The forfeiture provision of this paragraph f. shall be in addition to and shall not supersede other rights and remedies which the Buyer may have with respect to Subject Inventions.

g. Examination of Records Relating to Inventions

(1) The Buyer, until the expiration of 3 years after final payment under this contract, shall have the right to examine any books (including laboratory notebooks), records, documents, and other supporting data of the Seller which the Buyer reasonably deems pertinent to the discovery or identification of Subject Inventions or to determine compliance with the requirements of this clause.

(2) The Buyer shall have the right to review all books (including laboratory notebooks), records and documents of the Seller relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether any such inventions are Reportable Items if the Seller refuses or fails to:
   (a) Establish the procedures of paragraph e.(1) of this clause; or
   (b) Maintain and follow such procedures; or
   (c) Correct or eliminate any material deficiency in the procedures within thirty (30) days after the Buyer notifies the Seller of such a deficiency.

h. Withholding of Payment (Not applicable to Subcontracts).

i. Subcontracts.

(1) For the purpose of this paragraph the term "Seller" means the party awarding a subcontract and the term "subcontractor" means the party thereof being awarded a subcontract, regardless of tier.

(2) Unless otherwise authorized or directed by the Buyer, the Seller shall include this New Technology clause modified to identify the parties in any subcontract hereunder if a purpose of the subcontract is the conduct of experimental, developmental, research, design, or engineering work. In the event of refusal by a Subcontractor to accept this clause, the Seller:
   (a) Shall promptly submit a written notice to the Buyer setting forth reasons for the Subcontractor's refusal and other pertinent information which may expedite disposition of the matter; and
   (b) Shall not proceed with the subcontract without the written authorization of the Buyer.

(3) The Seller shall not, in any subcontract or by using subcontract as a consideration therefore, acquire any rights in his Subcontractor's Subject Invention for his own use (as distinguished from such rights as may be required solely to fulfill his contract obligations to the Government in the performance of this contract).

(4) All reports of Reportable Items, instruments, and other reports and information required to be furnished by the Subcontractor to the Buyer under the provisions of a New Technology clause in any subcontract hereunder may, in the discretion of the Buyer be furnished to the Seller for transmission to the Buyer.

(5) The Seller shall promptly notify the Buyer in writing upon the award of any subcontract containing a New Technology clause by identifying the Subcontractor, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Buyer, the Seller shall furnish a copy of the subcontract if such subcontract contains New Technology clauses.

(6) The Seller shall identify all Reportable Items of the Subcontractor from which he acquires knowledge in the performance of this contract and shall notify the Buyer promptly upon the identification of Reportable Items.

(7) It is understood that the Government is a third party beneficiary of any subcontract clause granting rights to the Government in Reportable Items, and the Seller hereby assigns to the Government all rights that he would have to enforce the Subcontractor's obligations for the benefit of the Government with respect to Reportable Items. The Seller shall not be obligated to enforce such agreements if any Subcontractor hereunder relating to the obligations of the Subcontractor to the Government in regard to Reportable Items.

8. Patent Rights (Applies when purchase order is issued under a contract with DOE and calls for research, development, or demonstration work)

a. Definitions

(1) "Subject Invention" means any invention or discovery of the Seller conceived or first actually reduced to practice in the course of or under this Purchase Order, and includes any art, method, process, machine, manufacture, design, or composition of matter, or any new and useful improvement thereon, or any variety of plants, whether patented or unpatented, under the Patent Laws of the United States of America or any foreign country.

(2) "Patent Counsel" means the DOE Patent Counsel assisting the procuring activity.

b. Invention disclosures and reports

(1) The Seller shall furnish the Buyer and the Patent Counsel (with notification by Patent Counsel to the contracting Officer):
   (a) A written report containing full and complete technical information concerning each Subject Invention within 6 months after conception or first actual reduction to practice whenever occurs first in the course of or under this Purchase Order, but in any event prior to any on sale, public use, or public display of such invention known to the Seller. The report shall identify the Purchase Order and inventor and shall be sufficiently complete to permit the patent office to prosecute the disclosure or application and appropriately illustrated by sketch or diagram to convey to one skilled in the art to which the invention pertains a clear understanding of the nature, purpose, operation, and, to the extent known, the physical, chemical, biological, or electrical characteristics of the invention;
   (b) Upon request, but not more than annually, interim reports on a DOE-approved form listing Subject Inventions for that period and certifying that all Subject Inventions have been disclosed and there were no such inventions;
   (c) A final report on a DOE-approved form within 3 months after completion of the Purchase Order work listing all Subject Inventions and certi-
(2) Except as otherwise authorized in writing by the Buyer, the Seller will obtain patent agreements to effectuate the provisions of paragraph 1.1 of this article from all persons who perform any part of the work under this contract, except non-technical personnel such as clerical employees and manual laborers.

8. Publication

In order that information concerning scientific or technical developments conceived or first actually reduced to practice in the course of or under the work done hereunder shall not be irretrievably published so as to adversely affect patent interest of DOE, the Seller agrees to submit to the Patent Counsel for patent review a copy of the invention within 60 days prior to its intended publication date. The Seller may publish such information after expiration of any patent(s) issued and before the expiration date, unless the Seller is informed in writing within the 60-day period that in order to protect patentable subject matter, publication must further be delayed. In this event, publication shall be delayed up to 100 days beyond the 60-day period or such longer period as mutually agreed to.

9. Acknowledgment

No contract shall result from this order unless the Seller sends the Buyer a written acknowledgment accepting the order without deviation from its terms. If the Seller requests deviations from the terms hereof, no contract will result unless the Buyer agrees in writing to such deviations.

10. Compliance with Laws and Regulations

The Seller agrees to comply with all applicable Federal, State and local laws and regulations including those pertaining to Buy American Act, "Officials Not to Benefit," "Convict Labor," "Walsh-Healey Public Contract Act," and "Civil Rights Act of 1964," (to the extent applicable), and any others applicable by the fact that this order is issued under a prime contract with the Government.

11. Issuance Under Government Contract

This purchase order is issued under a contract with the United States of America, but it does not bind or purport to bind the Government. Neither this purchase order nor any interest therein nor claim hereunder shall be assigned by the Seller except as expressly authorized in writing by the Buyer. The Buyer may assign this purchase order to the Government.

12. Acknowledgement of Sponsorship (Applies when purchase order calls for experimental, developmental, design or engineering work)

a. The Seller agrees that in the release of information relating to this purchase order, such releases shall include a statement to the effect that the project or effort depicted was or is sponsored by the agency set forth in the Purchase Order, and that the content of the information described from the Government and the Government for the Buyer or the Government, and no official endorsement should be inferred.

b. For the purpose of this clause "information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

c. The Seller further agrees to include this provision in any subcontract hereunder having as a purpose the conduct of research, development, or demonstration work; and

(3) Promptly notify the Buyer in writing upon the award of any subcontract, and the dates of award and estimated completion. Upon the request of the Buyer, the Seller shall furnish a copy of the subcontract to such requestor.

f. Atomic Energy

(1) No claim for perjury award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, shall be asserted by the Seller or its employees with respect to any invention or discovery made or conceived in the course of or under this contract.

Instruction for Certification

a. By signing and returning this Purchase Order Acknowledgment, the Seller is providing the certification set out below.

b. The certification in this clause is a material representation of fact and reliance was placed when this transaction was entered into. If it is later determined that the Seller knowingly submitted false or inaccurate information, in addition to other remedies available to the Government or other agency with which this transaction originated, the Seller may pursue available remedies, including suspension and debarment.

c. The Seller shall provide immediate written notice to the Department of Energy or other agency with which this Acknowledgment was returned if at any time the Seller learns that its certification was erroneous, untruthful, or has become erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "primary covered transaction," "principal," "purchase order," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Federal Acquisition Order 12549. You may contact the person to which this Acknowledgment was returned for assistance in obtaining regulations.

e. The Seller agrees by signing and returning this Acknowledgment that should the proposed covered transaction be entered into, it shall not enter into any lower tier covered transaction with a person who is debarred, suspended, or voluntarily excluded from participation in this covered transaction, unless authorized by the Government or other agency with which this transaction originated.

f. The Seller agrees by signing and returning this Acknowledgment that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions, and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely on a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may determine the eligibility by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render good faith the certification required by this clause. The acknowledgment and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e. of these instructions, if a participant in a covered transaction knowingly enters into a new lower tier covered transaction with a person who is debarred, suspended, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Government or other agency with which this transaction originated may pursue available remedies, including suspension and debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

(1) The Seller certifies, by signing and returning this Purchase Order Acknowledgment, that it nor its principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Seller is unable to certify to any of the statements in this certification, such prospective Seller shall attach an explanation to this Purchase Order.

TERMS AND CONDITIONS WHICH ARE A PART OF PURCHASE ORDERS ISSUED UNDER GOVERNMENT CONTRACTS OR GRANTS.

ADDENDUM NO. 1

13. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions