



General and FAR Flowdown Provisions for Purchase Orders

CORPORATION's costs are determined to be unallowable; (3) any fines, penalties or interest are assessed on SCIENTIFIC RESEARCH CORPORATION; or (4) SCIENTIFIC RESEARCH CORPORATION incurs any other costs or damages; SCIENTIFIC RESEARCH CORPORATION may proceed as provided for in (4) below.

(4) Upon the occurrence of any of the circumstances identified in (2) and (3) above, SCIENTIFIC RESEARCH CORPORATION may make a reduction of corresponding amounts (in whole or in part) in the price, or in the costs and fee, of this Contract or any other contract with SELLER, and/or may demand payment (in whole or in part) of the corresponding amounts. SELLER shall promptly pay amounts so demanded.

(c) SELLER represents that each chemical substance constituting or contained in Work sold or otherwise transferred to SCIENTIFIC RESEARCH CORPORATION hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.

(d) SELLER shall provide to SCIENTIFIC RESEARCH CORPORATION with each delivery any Material Safety Data Sheet applicable to the Work in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder, or its state approved counterpart.

3. ASSIGNMENT

Any assignment of SELLER's contract rights or delegation of duties shall be void, unless prior written consent is given by SCIENTIFIC RESEARCH CORPORATION. However, SELLER may assign rights to be paid amounts due, or to become due, to a financing institution if SCIENTIFIC RESEARCH CORPORATION is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned to an assignee shall be subject to setoffs or recoupment for any present or future claims of SCIENTIFIC RESEARCH CORPORATION against SELLER. SCIENTIFIC RESEARCH CORPORATION shall have the right to make settlements and/or adjustments in the estimated cost and fee without notice to the assignee.

4. COMMUNICATION WITH SCIENTIFIC RESEARCH CORPORATION CUSTOMER

SCIENTIFIC RESEARCH CORPORATION shall be solely responsible for all liaison and coordination with the SCIENTIFIC RESEARCH CORPORATION customer, including the U.S. Government, as it affects the applicable Prime Contract, this Contract, and any related contract.

5. CONTRACT DIRECTION

Revision (March 15, 2011))

(a) Only the SCIENTIFIC RESEARCH CORPORATION Procurement

END OF 5 (a) Representative has authority to make changes in or amendments to this Contract. Such amendments must be in writing.

(b) SCIENTIFIC RESEARCH CORPORATION engineering and technical personnel may from time to time render assistance or give technical advice or discuss or effect an exchange of information with SELLER's personnel concerning the Work hereunder. Such actions shall not be deemed to be a change under the "Changes" clause of this Contract and shall not be the basis for equitable adjustment.

(c) Except as otherwise provided herein, all notices to be furnished by the SELLER shall be sent to the SCIENTIFIC RESEARCH CORPORATION Procurement Representative.

6. DEFINITIONS

The following terms shall have the meanings set forth below:

(a) "Contract" means the instrument of contracting, such as "PO", "Purchase Order", or other such type designation, including all referenced documents, exhibits and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a purchase order or other such document) the term "Contract" shall also mean the release document for the Work to be performed.

(b) "FAR" means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, Code of Federal Regulations.

(c) "SCIENTIFIC RESEARCH CORPORATION", means SCIENTIFIC RESEARCH CORPORATION, acting through its companies or business sites as identified on the face of the Contract. If a subsidiary or affiliate of SCIENTIFIC RESEARCH CORPORATION is identified on the face of this Contract then "SCIENTIFIC RESEARCH CORPORATION" means that subsidiary or affiliate.

(d) "SCIENTIFIC RESEARCH CORPORATION Procurement Representative" means the person authorized by SCIENTIFIC RESEARCH CORPORATION's cognizant procurement organization to administer and/or execute this Contract.

(e) "PO" or "Purchase Order" as used in any document constituting a part of this Contract shall mean this "Contract."

(f) "SELLER" means the party identified on the face of the Contract with whom SCIENTIFIC RESEARCH CORPORATION is contracting.

(g) "Work" means all required articles, materials, supplies, goods and services constituting the subject matter of this Contract.

(h) "Commercial Item" means any item, other than real property, that is of a type used by the public or non-government entities for purposes other than government

purposes, has been offered or sold, leased, or licensed to the general public, or has evolved from a commercial item through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in time to satisfy Contract delivery requirements. Also included are installation, maintenance, repair, training, and other services related to Commercial Items (above), and other services offered and sold competitively in the commercial marketplace in substantial quantities and based on established catalog or market prices for specific tasks or outcomes to be achieved and under standard commercial terms and conditions.

- (i) "Government" refers to the United States Government.

7. DISPUTES

All disputes under this Contract which are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Until final resolution of any dispute hereunder, SELLER shall diligently proceed with the performance of this Contract as directed by SCIENTIFIC RESEARCH CORPORATION.

8. EXPORT CONTROLLED ITEMS

- (a) SELLER shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for suppliers to register with the Department of State in accordance with the International Traffic in Arms Regulations (ITAR). SELLER shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the Export Administration Regulations (EAR). SELLER's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this Contract. Nothing in the terms of this Contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to: (1) The Export Administration Act of 1979, as amended (50 U.S.C. App.2401, *et seq.*); (2) The Arms Export Control Act (22 U.S.C. 2751, *et seq.*); (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*); (4) The Export Administration Regulations (15 CFR Parts 730-774); (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and (6) Executive Order 13222, as extended.
- (b) SELLER shall immediately notify the SCIENTIFIC RESEARCH CORPORATION Contract Representative if SELLER is listed in any Denied Parties List or if SELLER's export privileges are otherwise denied, suspended or revoked in whole or in part by any U. S. Government entity or agency.

(c) *Definition.* "Export-controlled items," as used in this clause, means items subject to the Export Administration

Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes: (1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120. and (2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

9. EXTRAS

Work shall not be supplied in excess of quantities specified in the Contract. SELLER shall be liable for handling charges and return shipment costs for any excess quantities.

10. FURNISHED PROPERTY

- (a) SCIENTIFIC RESEARCH CORPORATION may provide to SELLER property owned by either SCIENTIFIC RESEARCH CORPORATION or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Contract.
- (b) Title to Furnished Property shall remain in SCIENTIFIC RESEARCH CORPORATION or its customer. SELLER shall clearly mark (if not so marked) all Furnished Property to show its ownership.
- (c) Except for reasonable wear and tear, SELLER shall be responsible for, and shall promptly notify SCIENTIFIC RESEARCH CORPORATION of any loss or damage. SELLER shall manage, maintain, and preserve Furnished Property in accordance with good commercial practice.
- (d) At SCIENTIFIC RESEARCH CORPORATION's request, and/or upon completion of this Contract the SELLER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by SCIENTIFIC RESEARCH CORPORATION.
- (e) The Government Property Clause contained in Section II shall apply in lieu of paragraphs (a) through (d) above with respect to Government-furnished property, or property to which the Government may take title under this Contract.

11. GRATUITIES/KICKBACKS

- (a) No gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or given by SELLER, to any employee of SCIENTIFIC RESEARCH CORPORATION with a view toward securing favorable treatment as a supplier.
- (b) **By accepting this Contract, SELLER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference.**

12. INDEPENDENT SELLER RELATIONSHIP



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- (a) SELLER is an independent contractor in all its operations and activities hereunder. The employees used by SELLER to perform Work under this Contract shall be SELLER's employees exclusively without any relation whatsoever to SCIENTIFIC RESEARCH CORPORATION.
- (b) SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.

13. INFORMATION OF SCIENTIFIC RESEARCH CORPORATION

Information provided by SCIENTIFIC RESEARCH CORPORATION to SELLER remains the property of SCIENTIFIC RESEARCH CORPORATION. SELLER agrees to comply with the terms of any Proprietary Information or Non-Disclosure Agreement with SCIENTIFIC RESEARCH CORPORATION and to comply with all proprietary information markings and restrictive legends applied by SCIENTIFIC RESEARCH CORPORATION to anything provided hereunder to SELLER. **SELLER agrees not to use any SCIENTIFIC RESEARCH CORPORATION provided information for any purpose except to perform this Contract and agrees not to disclose such information to third parties without the prior written consent of SCIENTIFIC RESEARCH CORPORATION.**

14. INFORMATION OF SELLER

SELLER shall not provide any proprietary information to SCIENTIFIC RESEARCH CORPORATION without prior execution by SCIENTIFIC RESEARCH CORPORATION of either a Proprietary Information or Non-Disclosure Agreement.

15. INSURANCE/ENTRY ON SCIENTIFIC RESEARCH CORPORATION PROPERTY

In the event that SELLER, its employees, agents, or subcontractors enter the site(s) of SCIENTIFIC RESEARCH CORPORATION or its customers for any reason in connection with this Contract, then SELLER and its subcontractors shall procure and maintain worker's compensation, comprehensive general liability, bodily injury and property damage insurance in reasonable amounts, and such other insurance as SCIENTIFIC RESEARCH CORPORATION may require. In addition, SELLER and its subcontractors shall comply with all site requirements. SELLER shall indemnify and hold harmless SCIENTIFIC RESEARCH CORPORATION, its officers, employees, and agents from any losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, by reason of property damage or loss or personal injury to any person caused in whole or in part by the actions or omissions of SELLER, its officers, employees, agents, suppliers, or subcontractors. SELLER shall provide SCIENTIFIC

RESEARCH CORPORATION thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required insurance. If requested, SELLER shall send a "Certificate of Insurance" showing SELLER's compliance with these requirements. SELLER shall name SCIENTIFIC RESEARCH CORPORATION as an additional insured for the duration of this Contract. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of SCIENTIFIC RESEARCH CORPORATION and is not contributory with any insurance which SCIENTIFIC RESEARCH CORPORATION may carry. "Subcontractor" as used in this clause shall include SELLER's subcontractors at any tier.

16. INTELLECTUAL PROPERTY INFRINGEMENT

SELLER warrants that the Work performed and delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party. SELLER agrees to defend, indemnify and hold harmless SCIENTIFIC RESEARCH CORPORATION and its customers from and against any claims, damages, losses, costs and expenses, including reasonable attorneys fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity. This indemnity and hold harmless shall not be considered an allowable cost under any provisions of this Contract except with regard to allowable insurance costs.

17. OFFSET CREDIT/COOPERATION

All offset or countertrade credit value resulting from this Contract shall accrue solely to the benefit of SCIENTIFIC RESEARCH CORPORATION. SELLER agrees to cooperate with SCIENTIFIC RESEARCH CORPORATION in the fulfillment of any foreign offset/countertrade obligations.

18. PACKING AND SHIPMENT

- (a) Unless otherwise specified, all Work is to be packed in accordance with good commercial practice.
- (b) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the SCIENTIFIC RESEARCH CORPORATION Contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.
- (c) Unless otherwise specified, delivery shall be FOB Place of Shipment.

19. PARTS OBSOLESCENCE

SCIENTIFIC RESEARCH CORPORATION may desire to place additional orders for items purchased hereunder. SELLER shall provide SCIENTIFIC RESEARCH CORPORATION with a "Last Time Buy Notice" at least twelve (12) months prior to any action to discontinue any item purchased under this Contract.



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20. PAYMENTS, TAXES, AND DUTIES

- (a) Unless otherwise provided, terms of payment shall be net 30 days from the latest of the following: (i) SCIENTIFIC RESEARCH CORPORATION's receipt of the SELLER's proper invoice; (ii) Scheduled delivery date of the Work; or (iii) Actual delivery of the Work. SCIENTIFIC RESEARCH CORPORATION shall have a right of setoff against payments due or at issue under this Contract or any other contract between the parties.
- (b) Payment shall be deemed to have been made as of the date of mailing SCIENTIFIC RESEARCH CORPORATION's payment or electronic funds transfer.
- (c) Unless otherwise specified, estimated costs include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice.

21. PRECEDENCE

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (1) Subcontract (which shall include continuation sheets), Release Document, or Face of the Purchase Order, as applicable, including any Special Provisions; (2) these General Provisions; (3) Any master-type agreement (such as corporate, or basic ordering agreements); (4) Statement of Work.

22. PRIORITY RATING

If so identified, this Contract is a "rated order" certified for national defense use, and the SELLER shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 CFR Part 700).

23. QUALITY CONTROL SYSTEM

- (a) SELLER shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Contract.
- (b) Records of all quality control inspection work by SELLER shall be kept complete and available to SCIENTIFIC RESEARCH CORPORATION and its customers.

24. RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER without the prior written approval of SCIENTIFIC RESEARCH CORPORATION.

25. SEVERABILITY

Each paragraph and provision of this Contract is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

26. SURVIVABILITY

If this Contract expires, is completed or terminated, SELLER shall not be relieved of those obligations contained in the following provisions:

- (a) Allowable Cost and Payment
 - Applicable Laws
 - Export Control
 - Independent Contractor Relationship
 - Information of SCIENTIFIC RESEARCH CORPORATION
 - Insurance/Entry on SCIENTIFIC RESEARCH CORPORATION Property
 - Intellectual Property Infringement
 - Release of Information
- (b) Those U. S. Government flowdown provisions that by their nature should survive.

27. FORCE MAJEURE

SCIENTIFIC RESEARCH CORPORATION shall not be liable for delay to perform obligations under this Contract due to cause or causes beyond its control, including without limitation, acts of God or public enemy, fire, storms, earthquakes, riots, strikes, war, and restraints or shutdown of government.

28. TIMELY PERFORMANCE

- (a) SELLER's timely performance is a critical element of this Contract.
- (b) Unless advance shipment has been authorized in writing by SCIENTIFIC RESEARCH CORPORATION, SCIENTIFIC RESEARCH CORPORATION may store at SELLER's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.
- (c) If SELLER becomes aware of difficulty in performing the Work, SELLER shall timely notify SCIENTIFIC RESEARCH CORPORATION, in writing, giving pertinent details. This notification shall not change any delivery schedule.
- (d) In the event of a termination or change, no claim will be allowed for any manufacture or procurement in advance of SELLER's normal flow time unless there has been prior written consent by SCIENTIFIC RESEARCH CORPORATION.

29. WAIVER, APPROVAL AND REMEDIES

- (a) Failure by SCIENTIFIC RESEARCH CORPORATION to enforce any provision(s) of this Contract shall not be construed as a waiver of the requirement(s) of such provision(s), or as a waiver of the right of SCIENTIFIC RESEARCH CORPORATION thereafter to enforce each and every such provision(s).
- (b) SCIENTIFIC RESEARCH CORPORATION's approval of documents shall not relieve SELLER from complying with any requirements of this Contract.



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- (c) The rights and remedies of SCIENTIFIC RESEARCH CORPORATION in this Contract are in addition to any other rights and remedies provided by law or in equity.

30. WARRANTY

SELLER warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, and descriptions, and other requirements of this Contract and be free from defects in design, material and workmanship. The warranty shall begin upon final acceptance and extend for a period of (i) the manufacturer's warranty period or six months whichever is longer, if SELLER is not the manufacturer and has not modified the Work or, (ii) one year or the manufacturer's warranty period, whichever is longer; if the SELLER is the manufacturer of the Work or has modified it. If any non-conformity with Work appears within that time, SELLER shall promptly repair, replace, or re-perform the Work. Transportation of replacement Work or return of nonconforming Work and repeat performance of Work and repeat performance of Work shall be at SELLER's expense. If repair or replacement or re-performance of Work is not timely, Scientific Research Corporation may elect to return the nonconforming Work or repair or replace Work or reprocur the Work at SELLER's expense. All warranties shall run to SCIENTIFIC RESEARCH CORPORATION and its customer(s).

31. ORDERING FROM GOVERNMENT SUPPLY SOURCES

When SCIENTIFIC RESEARCH CORPORATION orders and SELLER offers terms under Federal Supply Schedules, such purchases shall follow the terms of the applicable schedule and SCIENTIFIC RESEARCH CORPORATION shall provide a copy of an authorization letter upon request of SELLER or otherwise shall assume that SELLER has previously received a copy of the authorization, and the following statement is placed in this Contract: "This order is placed under written authorization from (See Contract) dated (See Contract). In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern."

SECTION II: FAR FLOWDOWN PROVISIONS

A. **INCORPORATION OF FAR CLAUSES** When the items or services furnished are for use in a U. S. Government prime or subcontract and funding is direct contract cost provided by a U. S. Government prime or subcontract, in addition to the provisions of Section I, the following provisions shall apply as required by the terms of the prime contract or by operation of law or regulation. Buyer is flowing down to Seller certain provisions and clauses of the Federal Acquisition Regulation (FAR). The term "FAR" is deemed to include any published supplements to the FAR; however, only those supplement clauses that are specifically listed herein, are included in the terms of this Contract. FAR Clauses are identified by clause number and Title such as "52".xxx-xx TITLE" Any listed FAR supplements are identified as such, e.g.: Defense FAR Supplement: "DFARS 252.2XX-7XXX TITLE". The FAR system clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the

clause citation, during the performance of this Contract. FAR clauses inapplicable to the performance of this Contract under Buyer's Government contract are self-deleting. The date and substance of the clauses are those in effect as flowed down to Buyer in the Buyer's Government contract. If the date or substance of any of the clauses listed below is different than the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead.

B. GOVERNMENT SUBCONTRACT

If this Contract is entered into by the Parties in support of a U.S. Government Contract.

As used in the clauses referenced below and otherwise in this Contract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Contract" means this Contract.
3. "CONTRACTOR" means the SELLER, as defined herein, acting as the immediate (first-tier) subcontractor to SCIENTIFIC RESEARCH CORPORATION.
4. "Prime Contract" means the contract between SCIENTIFIC RESEARCH CORPORATION and the U.S. Government or between SCIENTIFIC RESEARCH CORPORATION and its higher-tier contractor who has a contract with the U.S. Government.
5. "Subcontract" means any contract placed by the CONTRACTOR or lower-tier subcontractors under this Contract.

C. NOTES

1. Substitute "SCIENTIFIC RESEARCH CORPORATION" for "Government" or "United States" as applicable throughout this clause.
2. Substitute "SCIENTIFIC RESEARCH CORPORATION Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and SCIENTIFIC RESEARCH CORPORATION" after "Government" or "Contracting Officer", as appropriate, throughout this clause.
4. Insert "or SCIENTIFIC RESEARCH CORPORATION" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to the SELLER to/from the Contracting Officer shall be through SCIENTIFIC RESEARCH CORPORATION.
6. "Contracting Officer" shall mean the U.S. Government Contracting Officer for SCIENTIFIC RESEARCH CORPORATION's government prime contract under which this Contract is entered.



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Notwithstanding the NOTES above, the terms "Government" and "Contracting Officer" do not change: (a) in the phrases "Government Property", "Government Furnished Property", or "Government Owned Property"; (b) in the Patent Rights clauses incorporated herein, if any; (c) when a right, act, authorization, or obligation can be granted or performed only by the Government or a Contracting Officer or his/her duly-authorized representative; (d) when title to property is to be transferred directly to the Government; (e) when access to proprietary financial information or other proprietary data is required except as otherwise provided in this Contract; and (f) where specifically modified in this Contract.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

CONTRACTOR agrees that upon the request of SCIENTIFIC RESEARCH CORPORATION it will negotiate in good faith with SCIENTIFIC RESEARCH CORPORATION relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as SCIENTIFIC RESEARCH CORPORATION may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" Clause of this Contract.

E. PRESERVATION OF THE GOVERNMENT'S RIGHTS

If SCIENTIFIC RESEARCH CORPORATION furnishes designs, drawings, special tooling, equipment, engineering data or other technical or proprietary information (Furnished Items) to which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that SCIENTIFIC RESEARCH CORPORATION, acting on its own behalf, may modify or limit any rights the Government may have to authorize the CONTRACTOR's use of such Furnished Items in support of other U. S. Government prime contracts.

F. FAR FLOWDOWN CLAUSES FOR COMMERCIAL ACQUISITIONS

Note: The term "Commercial Acquisition" refers to Contracts that are designated as "Commercial Item/Service Order" or "Commercial Off The Shelf Item/Service Order" on the face of the Contract.

1. The following FAR clauses apply to this Contract if it acquires only Commercial Items as defined in FAR 2.101 and is designated as a "Commercial Item/Service Order" or "Commercial Off the Shelf Item/Service Order" on the face of the Contract. Other clauses may be added to the face of the Contract or by statutes and Federal regulations.

REFERENCE	TITLE
(a) 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
(b) 52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (Applies to contracts funded under the Act.)

- (c) 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
- (d) 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS
- (e) 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 2008) (DEVIATION)
- (f) 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS
(Applicable in all contracts that offer subcontracting opportunities.)
- (g) 52.222-26 EQUAL OPPORTUNITY
- (h) 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
- (i) 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
- (j) 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OF FEES
- (k) 52.222-50 COMBATING TRAFFICKING IN PERSONS
- (l) 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION
(Applicable for contracts over \$3,000 for construction or services. Exceptions are commercial services that are part of a Commercial-Off-The-Shelf Item and for work outside the U.S.)
- (m) 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS
- (n) 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS

G. FAR FLOWDOWN CLAUSES FOR OTHER THAN COMMERCIAL ACQUISITIONS, OR AS OTHERWISE APPLICABLE BY STATUTE OR REGULATIONS

The following FAR clauses of Section G take precedence over the clauses in Section F (above) if this Contract is other than Firm Fixed Price, acquires other than-Commercial Items, or if as otherwise applicable by the Buyer's Government prime contract, statutes, or Federal regulations.

- | REFERENCE | TITLE |
|--|--|
| 1. The following FAR clauses apply to all such Contracts: | |
| (a) 52.203-2 | CERTIFICATE OF INDEPENDENT PRICE DETERMINATION |



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- (b) 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
 - (c) 52.211-5 MATERIAL REQUIREMENTS
 - (d) 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS
 - (e) 52.222-21 PROHIBITION OF SEGREGATED FACILITIES
 - (f) 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION
(Applicable for contracts over \$3,000 for construction or services. Exceptions are commercial services that are part of a Commercial-Off-The-Shelf Item and for work outside the U.S.)
 - (g) 52.223-11 OZONE-DEPLETING SUBSTANCES
(Applicable if the work was manufactured with or contains ozone-depleting substances.)
 - (h) 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
 - (i) 52.227-14 RIGHTS IN DATA - GENERAL
 - (j) 52.232-20 LIMITATION OF COST (Applicable when this Contract becomes fully funded.)
 - (l) 52.232-22 LIMITATION OF FUNDS (Applicable if this Contract is incrementally funded. When the Contract becomes fully funded 52.232-20 shall apply in lieu of this clause.)
 - (m) 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III
 - (n) 52.242-13 BANKRUPTCY
 - (o) 52.242-15 STOP-WORK ORDER (AUG 1989) with ALT I
 - (p) 52.244-6 SUBCONTRACTS FOR COMMERCIAL
 - (q) 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS
ITEMS
- 2. The following FAR clauses also apply to such Contracts that equal or exceed \$10,000:**
- (a) 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT
 - (b) 52.222-21 PROHIBITION OF SEGREGATED FACILITIES
 - (c) 52.222-25 AFFIRMATIVE ACTION COMPLIANCE
- (d) 52.222-26 EQUAL OPPORTUNITY (Exclude Para. (c))
 - (e) 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VIETNAM ERA VETERANS
 - (f) 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
 - (g) 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
- 3. The following FAR clauses also apply to Contracts that equal or exceed \$100,000:**
- (j) 52.223-14 TOXIC CHEMICAL RELEASE REPORTING
- 4. The following FAR clauses also apply to Contracts that equal or exceed \$150,000:**
- (a) 52.202-1 DEFINITIONS
 - (b) 52.203-7 ANTI-KICKBACK PROCEDURES (with the exception of 52.203-7 (c) (1))
 - (c) 52.203-11 CERTIFICATIONS AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
 - (d) 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
 - (e) 2.215-2 AUDIT AND RECORDS-NEGOTIATION
 - (f) 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)
 - (g) 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
 - (h) 52.227-1 AUTHORIZATION AND CONSENT
 - (i) 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
- 5. The following FAR clauses also apply to such Contracts that equal or exceed \$650,000:**
- (a) 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Applicable if the CONTRACTOR is not a small business.) (Applies to subcontracts in excess of \$500,000.)
 - (b) 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)



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- (c) 52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
- (d) 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – DISADVANTAGED STATUS AND REPORTING
- 6. The following FAR clauses also apply to such Contracts that equal or exceed \$700,000:**
 - (a) 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
 - (b) 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS
 - (c) 52.215-12 SUBCONTRACTOR COST OR PRICING DATA
 - (d) 52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS
 - (e) 52.215-15 PENSION ADJUSTMENT
 - (f) 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
- 7. The following FAR clauses also apply to such Contracts that equal or exceed \$5,000,000:**
 - (a) 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (All disclosures of violation of the Civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the contacting Officer.)
 - (b) 52.203-15 WHISTLEBLOWER PROTECTION UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
- 8. The following clauses also apply to Contracts as applicable:**
 - (a) 52.204-2 SECURITY REQUIREMENTS
 - (b) 52.222-3 CONVICT LABOR (EO 11755) (JUN 2003)
 - (c) 52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES
 - (d) 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
 - (e) 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
 - (f) 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES
 - (g) 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED
 - (h) 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
 - (i) 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT
 - (j) 52.222-50 COMBATING TRAFFICKING IN PERSONS
 - (k) 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (Applicable if the Contract involves hazardous material.)
 - (l) 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (Applicable to Work containing covered radioactive material.)
 - (m) 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS
 - (n) 52.225-1 BUY AMERICAN ACT – SUPPLIES
 - (o) 52.225-3 BUY AMERICAN ACT – NORTH AMERICAN FRE TRADE AGREEMENT – ISRAELI TRADE ACT
 - (p) 52.225-5 TRADE AGREEMENTS
 - (q) 52.225-8 DUTY FREE ENTRY
 - (r) 52.227-9 REFUND OF ROYALTIES (Applicable when reported royalty exceeds \$250.)
 - (s) 52.227-11 FILING OF PATENT INFORMATIONS – CLASSIFIED SUBJECT MATTER (if patents are likely to be filed and subject matter is classified)
 - (t) 52.227-12 PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (applies to subcontracts for experimental, developmental, or research work. The term "Government" remains "Government" and "Contractor" means "Subcontractor".)
 - (u) 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (Applicable if the Work or any patent application may cover classified subject matter.)



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- (v) 52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION (Applicable if Work performed on Government installation.)
- (w) 52.230-2 COST ACCOUNTING STANDARDS (When referenced in the Contract and applicable if subcontract is \$650,000, or more, Full CAS Coverage applies. Paragraph (b) does not apply.)
- (x) 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (When referenced in the Contract, Modified CAS Coverage applies.)
- (y) 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (Applicable if FAR 52.230-2 or FAR 52.230-3 applies.)
- (z) 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION
- (aa) 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION PAYMENT
- (bb) 52.232-36 PAYMENT BY THIRD PARTY
- (cc) 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (Applicable if Work is performed on Government installation.)
- (dd) 52.239-1 PRIVACY OR SECURITY SAFEGUARDS
- (ee) 52.243-1 CHANGES – FIXED PRICE
- (ff) 52.243-2 CHANGES – COST REIMBURSEMENT
- (gg) 52.243-6 CHANGE ORDER ACCOUNTING (Applicable only if Prime Contract requires Change Order
- (hh) 52.245-1 GOVERNMENT PROPERTY
- (ii) 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (Applicable if this Contract involves international air transportation.)
- (jj) 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS
- (kk) 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)
- (ll) 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS)
- (mm) 52.249-6 TERMINATION (COST REIMBURSEMENT)
- (nn) 52.249-8 DEFAULT (FIXED PRICE SUPPLY AND SERVICE)
- (oo) 52.249-14 EXCUSABLE DELAYS
- (pp) DFARS 252.215-7003 EXCESSIVE PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT
- (qq) DFARS 252.215-7004 EXCESSIVE PASS-THROUGH CHARGES (Except if Contract is FFP or FFP-EPA with either adequate price competition or for commercial items)
- (rr) DFARS 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES OR CANADA – SUBMISSION WITH OFFER (if Contract over \$550,000 and could have been performed within U.S. or Canada)
- (ss) DFARS 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES OR CANADA – SUBMISSION AFTER AWARD (if Contract over \$550,000 and could have been performed within U.S. or Canada)
- (tt) DFARS 252.225-7014 ALTERNATE I PREFERENCE FOR DOMESTIC SPECIALTY METALS (for subcontracts containing specialty metals)
- (uu) DFARS 252.234-7002 Earned Value Management System (for subcontracts over, or under, \$50,000,000 when directed by the Government Contracting Officer)

H. CERTIFICATIONS AND REPRESENTATIONS

- (1) **THIS CLAUSE CONTAINS CERTIFICATIONS AND REPRESENTATIONS THAT ARE MATERIAL REPRESENTATIONS OF FACT UPON WHICH SCIENTIFIC RESEARCH CORPORATION WILL RELY IN MAKING AWARDS TO CONTRACTOR. BY SUBMITTING ITS WRITTEN OFFER, OR PROVIDING ORAL OFFERS/QUOTATIONS AT THE REQUEST OF SCIENTIFIC RESEARCH CORPORATION, OR ACCEPTING ANY CONTRACT, CONTRACTOR CERTIFIES TO THE REPRESENTATIONS AND CERTIFICATIONS AS SET FORTH BELOW IN THIS CLAUSE. THESE CERTIFICATIONS SHALL APPLY WHENEVER THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE IN ANY CONTRACT, AGREEMENT, OTHER CONTRACTUAL DOCUMENT OR ANY QUOTATION, REQUEST FOR QUOTATION (ORAL OR WRITTEN), REQUEST FOR PROPOSAL OR SOLICITATION (ORAL OR WRITTEN), ISSUED BY SCIENTIFIC RESEARCH CORPORATION. CONTRACTOR SHALL IMMEDIATELY NOTIFY SCIENTIFIC RESEARCH CORPORATION OF ANY CHANGE OF STATUS WITH**



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REGARD TO THESE CERTIFICATIONS AND REPRESENTATIONS.

- (2) The following clauses of the Federal Acquisition Regulation (FAR) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable to any order, agreement, or subcontract. In each clause incorporated below, substitute "SCIENTIFIC RESEARCH CORPORATION" for "Government" and "Contracting Agency" and "SCIENTIFIC RESEARCH CORPORATION Procurement Representative" for "Contracting Officer" throughout.
- (a) **FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions** (Applicable to solicitations and contracts exceeding \$100,000)
- (1) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions are hereby incorporated by reference in paragraph (b) of this certification.
- (2) CONTRACTOR certifies that to the best of its knowledge and belief that on and after December 23, 1989--
- (a) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with a solicitation or order, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, in accordance with its instructions, and
- (c) CONTRACTOR shall include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (3) Submission of this certification and disclosure is a prerequisite for making or entering into a contract as imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- (b) **FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.**
- (1) CONTRACTOR certifies that, to the best of its knowledge and belief, that CONTRACTOR and/or any of its Principals, (as defined in FAR 52.209-5,) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
- (2) CONTRACTOR shall provide immediate written notice to SCIENTIFIC RESEARCH CORPORATION if, any time prior to award of any contract, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) **FAR 52.222-22 Previous Contracts and Compliance Reports.**
- CONTRACTOR represents that if CONTRACTOR has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26) and (i) CONTRACTOR has filed all required compliance reports and (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
- (d) **FAR 52.222-25 Affirmative Action Compliance.**
- CONTRACTOR represents (1) that CONTRACTOR has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, CONTRACTOR will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this Contract.
- (e) **FAR 52.223-13 Certification Of Toxic Chemical Release Reporting** (Applicable to competitive solicitations/contracts which exceed \$100,000)
- (1) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (2) CONTRACTOR certifies that—
- (a) As the owner or operator of facilities that will be used in the performance of this Contract that are subject to the filing and reporting

- requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), SELLER will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (b) None of its owned or operated facilities to be used in the performance of this Contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
 - (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);
 - (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or
 - (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.