



**Division of Financial and Business Services  
Procurement services  
Purchase Order Terms and Conditions**

**1. GENERAL PROVISIONS INCORPORATED INTO ALL PURCHASE ORDERS**

**1.1. ACCEPTANCE.**

By fulfilling a University of Southern California ("USC") Purchase Order (the "Order"), Seller agrees to furnish the items or services covered by the Order and to be bound by and to comply with these Purchase Order Terms and Conditions, including all particulars. Sellers should not fulfill Orders from the USC without either a Purchase Order Number or without a USC corporate card number.

Written acceptance (including, but not limited to, signature on this Order or any related proposal, addendum, or agreement) or shipment of all or any portion of the items or the performance of all or any portion of the items or services covered by this Order shall constitute unqualified acceptance of the Purchase Order Terms and Conditions.

No other terms or conditions shall be binding upon the parties, unless such terms and conditions have expressly been agreed to in a separate written agreement or addendum that has been signed by both parties.

These Purchase Order Terms and Conditions shall prevail should any contradiction arise between any terms and conditions provided by the Seller. The terms and conditions of any proposal referred to in this Order are included and made part of the Order only to the extent of specifying the nature of the items or services ordered, the price thereof and delivery date, and then only to the extent that such terms are consistent with these Purchase Order Terms and Conditions.

**1.2. PAYMENTS AND INVOICES.**

Upon receipt of an invoice that references a USC Purchase Order Number, payment by USC to the Seller will be in the form of a University of Southern California check, electronic funds transfer, foreign draft, wire transfer or corporate card number (MasterCard), depending on which form of payment has been requested by Seller. If a corporate card number is being used as payment, Seller agrees that no service charges will be applied to the Order.

Seller shall be responsible for invoicing USC for services rendered or goods received. Invoices without a Purchase Order Number will not be accepted.

Payment shall be made by USC within thirty (30) days after USC's receipt of each invoice that certifies the occurrence of each event and USC's acceptance of the goods received and/or services rendered.

USC Accounts Payable will only pay Orders from an itemized invoice. An invoice is a supplier-generated document that should include all of the following:

- Bill to USC
- Ship To USC
- Purchase Order Number
- Itemized Order Details
- Supplier Name
- Date of Invoice
- Mailing Address of Supplier

USC is not responsible for paying invoices that are dated more than sixty (60) days after services were rendered or goods were received. Sellers are responsible for issuing invoices to USC in a timely manner to ensure payment.

To ensure prompt payment, non-construction related invoices should be mailed by Seller directly to USC Accounts Payable.

University Park Campus  
Attention: USC Accounts Payable  
P.O. Box 77967  
Los Angeles, CA 90007

To ensure prompt payment, all facilities-related invoices (Purchase Order Numbers that begin with the letter "F") should be mailed by Seller directly to USC Facilities Purchasing.

University Park Campus  
Attention: USC Facilities Payment Processing  
3434 S. Grand Ave., Suite 140F  
Los Angeles, CA 90007-3161

### 1.3. SALES TAX

USC is NOT sales tax exempt. Sellers are required to charge USC sales tax on taxable items, and must identify sales tax on all invoices. Most items are delivered to Los Angeles and are subject to the current city sales tax rate. However, USC operates locations throughout California and in other States. Sellers should reference the delivery address and apply the sales tax amount for the applicable city.

### 1.4 OPEN PAYMENT DATABASE.

Seller agrees to notify USC if Seller intends to report to Centers for Medicare and Medicaid Services ("CMS") any payments or other transfers of values for USC on the Open Payment database at least ninety (90) days prior to making such report.

### 1.5. SHIPPING INSTRUCTIONS.

Shipments, if applicable, must be made as specified on the face of the Order unless subsequently modified in writing by USC.

Seller shall load and secure the shipment, if applicable, of the materials to comply with all trade rules and regulations and to ensure sufficient protection to prevent damage to such materials.

### 1.6. DELIVERY.

All goods and/or services are to be provided in a timely manner, and to the reasonable satisfaction of USC. In the event of a delay in delivery, such delay must be communicated to USC, who shall have the option of canceling all or part of the subject Order without liability.

### 1.7. RISK OF LOSS.

Seller assumes the risk of, and shall be responsible for, any loss or damage to the materials, and all portions thereof, until the materials have been accepted by USC.

### 1.8. WARRANTIES.

In addition to any express warranties Seller may make, Seller warrants the articles delivered hereunder to be free from defects in labor, material and manufacture, and to be in compliance with any drawings or specifications incorporated or referenced herein and with any samples furnished by Seller. All warranties shall run to USC, its successors, transferees or subcontractors.

#### 1.9. WARRANTY AGAINST ACCESS TO DATA, SYSTEMS, OR USE OF HARMFUL CODE

Seller represents and warrants that the products and services provided to USC shall not run any process, audit, or the like, that collects, retrieves, extracts or otherwise provides access to USC's data, system information, or the like, by Seller, without USC's prior written consent. Seller further represents and warrants that the products and services provided to USC shall contain no computer instructions, circuitry or other technological means whose purpose or effect is to disrupt, damage, extract information from or interfere with USC's computers, communications facilities or equipment and their use ("Harmful Code"), and Seller will prevent the introduction of such Harmful Code to its products and services prior to delivery to USC.

"Harmful Code" shall include, without limitation, any code containing viruses, Trojan horses, worms or like destructive code or code that self-replicates.

#### 1.10. DISCOUNT DATE.

The date for calculation of any applicable fast-pay discount offered by Seller and provided for on the face of this Order is (i) the date material is received, (ii) the date material is scheduled to be received under the Order, or (iii) the date an acceptable invoice is received, whichever is later. Where such date falls within the first fifteen (15) days of any month, discount will be taken when payment is made by the twenty-fifth (25<sup>th</sup>) of said month. Where such date falls after, discount will be taken when payment is made by the tenth (10<sup>th</sup>) of the following month.

#### 1.11. INSPECTION.

All work performed and all deliverable items are subject to inspection and acceptance at destination notwithstanding any payments or inspection at source. Final inspection and acceptance shall be conclusive except as to latent defects, fraud, such gross mistakes as amount to fraud, and Seller's warranty obligations. Supplies to be furnished hereunder shall be subject to inspection by USC and/or government inspectors upon the premises of Seller.

#### 1.12. ASSIGNMENT.

This Order is assignable by USC. This Order is not assignable by Seller without prior written approval from USC. In case such consent is given, it shall not relieve Seller from any of the obligations of this Order and any transferee or subcontractor shall be considered the agent of Seller and, as between the parties hereto, Seller shall be and remain liable as if no such transfer or subletting had been made.

#### 1.13. CHANGES.

USC may make changes within the general scope of this Order by giving written notice to Seller. If such changes affect the cost of or the period of performance of this Order, an equitable adjustment shall be made with Seller's written claim for adjustment within thirty (30) days of the receipt of notification of such change. No change by Seller shall be recognized without written approval of USC.

#### 1.14. LABOR DISPUTES.

Seller shall give prompt notice to USC of any actual or potential labor dispute which delays or may delay timely performance of this Order.

#### 1.15. TERMINATION AND DELAYS.

USC may, by written notice stating the extent and effective date, terminate this Order for convenience at any time and without penalty to USC. USC shall pay Seller as full compensation for performance until the termination for convenience: (i) the unit or pro rata Order price for the delivered and accepted portion; and (ii) a reasonable amount, not otherwise recoverable from other sources by Seller with respect to the undelivered or unaccepted portion of this Order, provided compensation hereunder shall in no event exceed the total Order price. USC may by written notice terminate this Order for Seller's default, at

any time and without penalty to USC, if Seller refuses or fails to comply with the provisions of this Order, or fails to make deliveries within the time specified or any written extension thereof. If after notice of termination for default, USC determines that failure to perform this Order is due to causes beyond the control and without the fault or negligence of Seller, or if such delay is due to failure of USC, not caused or contributed to by Seller, USC may extend the time for completion of this Order, or termination shall be deemed for the convenience of USC.

The rights and remedies of USC provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Order.

#### 1.16. LIABILITY FOR USC FURNISHED PROPERTY.

Seller assumes complete liability for any tooling, articles or material furnished by USC to Seller in connection with this Order and Seller agrees to pay for all such tooling, articles or material spoiled by it or not otherwise accounted for to USC's satisfaction. The furnishing to Seller of any tooling, articles, or material in connection with this Order shall not unless otherwise expressly provided, be construed to vest title thereto to Seller.

#### 1.17. AFFIRMATIVE ACTION.

During the performance of this Order, Seller agrees to adhere to the principals set forth in Executive Orders 11246 and 11375. Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Seller will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

#### 1.18. INDEMNIFICATION FOR INFRINGEMENT OF PROPRIETARY RIGHTS.

Seller shall pay all royalty and license fees relating to the items covered hereby. If any action or proceeding brought against USC is based on a claim of patent, copyright, trademark, trade secret or other proprietary right infringement arising out of USC's purchase or use of the materials and, if USC promptly notifies Seller in writing of any such action or proceeding, Seller shall, at its own expense, do the following to assure continuation of USC's use of the material:

A. Defend such action or proceeding and indemnify and hold harmless USC, its officers, agents, employees, and assigns, from and against any and all liability, and pay all damages and costs, losses, claims, demands, attorney's fees and expenses arising out of such action or proceeding.

B. Procure for USC the right to continue to use the materials, or any part thereof, affected by such action or proceeding; or replace or modify, as approved by USC, the materials, or any portion thereof, such that the infringement is removed. The warranty provisions set forth in this Order shall apply to such replaced or modified materials.

#### 1.19. INDEMNIFICATION.

Seller agrees to forever indemnify, defend and hold harmless USC from and against, and to waive any and all claims against USC for any and all claims, suits and demands of liability, loss or damage whatsoever, including attorneys' fees, whether direct or consequential, on account of any loss, injury, death or damage to any person or persons or property (including without limitation all agents and employees of Seller and USC and all property owned by, leased to or used by either Seller or USC or both) or on account of any loss or damages to business or reputations or privacy of any persons, arising in whole or in part in any way from Seller's performance hereunder or in any way connected therewith or in any way related thereto. There are excluded from the above indemnity and waiver provisions any such claims, suits and demands of liability, loss or damage resulting solely from USC's gross recklessness, active negligence or willful intent to injure. 'USC' shall be deemed to include University of Southern California and its Trustees, Directors, officers, employees, faculty, students, agents, affiliated organizations and their insurance carriers, if any.

1.20. INSURANCE.

Unless more specific insurance provisions are stipulated in an agreement, such as, but not limited to, agreements for construction, maintenance, facilities, transportation, and architects, Seller will obtain and maintain the charted insurance coverage at Seller's own expense. It is Seller's responsibility to ensure that the required insurances remain in effect for the entire duration of the awarded contract or Order and name USC as an additional insured. Such insurance shall waive any right of subrogation against USC and shall specifically cover Seller's obligations to defend, indemnify and hold USC harmless as provided herein. If requested by the USC, it will be Seller's full responsibility to provide the USC with evidence of the required insurances.

Insurance Type	Corresponding Insurance Details
<b>Workers' Compensation</b>	Workers' compensation insurance with statutory limits if required to do so by California State law. If Seller is self-insured for Workers' Compensation, Seller will maintain a certified copy of the "Certificate of Consent to Self Insure" required by California Labor Code Sections 3700 et seq. and comply with the regulations promulgated thereunder.
<b>Comprehensive General Liability</b>	Comprehensive General Liability coverage for death, bodily injury, and property damage, including products liability, with limits of no less than \$1,000,000 per occurrence.
<b>Automobile Liability Insurance</b>	Automobile Liability coverage of \$1,000,000 each occurrence, if Seller drives on campus property using a company car.

1.21. WAIVER.

The failure of USC to enforce at any time any of the provisions of these Purchase Order Terms and Conditions, or to exercise any option herein provided, or to require at any time performance by the Seller of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Order or any part thereof, or the right of USC thereafter to enforce each and every such provision.

1.22. COMPLIANCE WITH ALL LAWS AND REGULATIONS; PERMITS.

A. The goods and/or services provided pursuant to this Order shall comply with all applicable safety and federal and state regulations in effect at the time of delivery. In addition, the goods provided and/or services performed pursuant to this Order shall have been produced or performed in compliance with the Fair Labor Standards Act, as amended (the "Act"), and regulations and orders of the U.S. Department of Labor issued thereunder. By accepting this Order, Seller agrees that it complies with the Act.

B. In performing any services at USC's facility, Seller shall comply with all applicable laws, ordinances, rules and regulations including federal, state and municipal authorities and departments, including but not limited to the Occupational Safety and Health Act ("OSHA") and any laws, ordinances, rules and regulations concerning the provision or serving of food and beverages, including alcohol (if applicable), and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith. Seller shall furnish to USC copies of said licenses and permits prior to the commencement of the services.

C. During its provision of services, Seller shall comply with all of USC's safety procedures. Seller shall at all times keep USC's premises free from accumulations of waste material or rubbish. Upon completion of the services, Seller shall leave the site in a condition satisfactory to USC.

D. Seller shall be responsible for all damages to persons or property that occur during its performance of this Order or arising out of its acts or omissions. Seller shall take proper safety precautions to protect the work, employees of Seller and USC, the public and the property of others.

### 1.23. INDEPENDENT CONTRACTORS.

In all matters relating to this Order, the parties herein shall be acting as independent contractors. Neither Seller, nor any of the persons furnishing materials or performing work or services which are required by this Order, are employees of USC within the meaning of or the application of any Federal or State Unemployment Insurance Laws, or Social Security Laws or any Worker's Compensation, Industrial Accident Laws, or other Industrial or Labor Laws.

### 1.24. HIPAA

To be in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Seller agrees to submit to the USC a signed Privacy and Security Addendum if Seller uses or discloses individually identifiable health information. The Privacy and Security Addendum can be downloaded with submittal instructions from: <http://policy.usc.edu/files/2014/07/Business-Associate-Agreement1.pdf>

### 1.25. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

**CONFIDENTIAL INFORMATION:** While fulfilling this Order, Seller may have access to USC's internal records, systems and methods of operating its business, trade secrets, customer lists, price lists, contract information and other confidential or proprietary information. Seller agrees that all such information, including the terms of the Order and these Terms and Conditions, is the exclusive property of USC, irrespective of whether such information was created or prepared by Seller or others. Seller further agrees that Seller will not, at any time, in any manner, directly or indirectly, disclose such information to any person or entity, or use such information other than in furtherance of the purposes of USC. Upon termination of this Order, Seller will deliver to USC all property of USC, including any written memorial of, or documents relating to, the information described above, in whatever manner maintained or stored. The parties agree that this Section 1.25 shall survive the termination of this Order.

**INTELLECTUAL PROPERTY:** Seller expressly acknowledges and agrees that all discoveries, inventions, processes, designs, plans, and trade secrets, whether of a technical nature or not, made or developed by Seller alone or in conjunction with any other person or entity while acting under this Order ("Intellectual Property"), shall be the sole and exclusive property of USC and USC may use and reuse Intellectual Property, in whole or in part, in all media, whether now or later existing, throughout the universe, in perpetuity, including but not limited to the exclusive right to reproduce, perform and exploit the Intellectual Property, and all information regarding Intellectual Property, concurrent with the discovery or development of the Intellectual Property. If the Intellectual Property or the results and proceeds thereof constitute "works of authorship" within the scope of the U.S. Copyright Law, the foregoing shall be deemed "works for hire" and USC shall be considered the sole author and owner of all rights comprised in the copyright and/or patent thereof and shall have the exclusive right to seek patent and/or copyright protection in USC's name. In the event that any Intellectual Property does not constitute "works for hire," Seller hereby assigns all rights thereto exclusively to USC for any and all purposes of USC. At all times during its term and after the termination of the Agreement, Seller shall assist USC in obtaining and maintaining, for USC's benefit, copyrights and other relevant legal protections in such materials and Seller shall execute and cause its sub-sellers to execute such further instruments as USC may reasonably require as evidence of ownership of such rights. Seller agrees that it will not use or disclose any Intellectual Property owned by USC without the express written permission of USC.

### 1.26. CALIFORNIA NONRESIDENT TAX WITHHOLDING.

Payments made to Sellers providing a service that do not have a permanent place of business in the state of California or that are not qualified through the Office of the Secretary of the State to do business in California are subject to **seven percent (7%) state income tax withholding** (California Revenue and Taxation Code Section 18662).

Types of income subject to withholding include, but are not limited to, payments for services performed in California and payments of leases, rents and royalties for property (real or personal) located in California.



No withholding is required on payments for goods. California non-residents that are exempt must complete California Withholding Exemption Certificate, Form 590 (<https://businessservices.usc.edu/for-suppliers/forms/>) in order to exempt California non-residents from this seven percent income tax withholding. This Certificate needs to be submitted with the first invoice to USC.

The California Franchise Tax Board may reduce the withholding if the seven percent will result in substantial over-withholding or waive the withholding if the payee has a current history of filing California returns and/or making estimated payments when due. For more information or to request a waiver or reduced withholding rate, contact:

<b>Non Resident Withholding Section MS F F-265California Franchise Tax Board</b>	
P.O. Box 651	Telephone: (916) 845-4900
Sacramento, CA 95812-0651	Fax: (916) 845-4831

1.27. OTHER APPLICABLE LAWS.

Any provision required to be included in a contract or subcontract of this type by any applicable and valid federal, state or local statute, act, Executive Order, law, ordinance, rule or regulation shall be deemed to be incorporated herein, including Occupational Health and Safety Act and Equal Employment Opportunity (41 CFR Part 60).

1.28. GOVERNING LAW AND DISPUTE RESOLUTION.

The laws of the State of California shall govern this Order, in all of its aspects, including execution, performance, interpretation and enforcement. All disputes arising under or in connection with this Order shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") or successor organization for binding arbitration in Los Angeles County by a single arbitrator who shall be a former California Superior Court judge. The arbitrator shall be selected by JAMS in an impartial manner determined by it. Except as may be otherwise provided herein, the arbitration shall be conducted under the California Arbitration Act, Code of Civil Procedure 1280 et seq. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under California law. The arbitrator shall award costs of the proceeding, including reasonable attorney's fees, to the Party determined to have substantially prevailed.

1.29. FORCE MAJEURE.

Neither Seller nor USC shall be liable for any failure to perform its obligations under this Order if prevented from doing so by a cause or causes beyond either party's control. Without limiting the generality of the foregoing, such causes include Acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, war or war operations, restraints of governments of other cause or causes which would not with reasonable diligence be controlled or prevented by the party.

1.30. ATHLETES AND AGENTS.

USC is committed to preventing any actions that threaten the NCAA eligibility of its student-athletes or the ability of USC to remain in compliance with NCAA rules, and is committed to protecting student-athletes from any contact, communication, or conduct with individuals who seek to inappropriately contact or represent student-athletes before their eligibility is exhausted or voluntarily terminated. Accordingly, Seller acknowledges and agrees to the following:

A. It is a violation of USC policy for any Seller to take any actions that threaten the NCAA eligibility of a student-athlete or the ability of USC to remain in compliance with NCAA rules. Seller must immediately disclose the facts about such actions in writing to USC's Vice President for Athletic Compliance.

B. Any Seller who holds itself out as directly or indirectly representing student-athletes for the purpose of marketing their athletic ability or reputation, or who has certification, licensing or

registration as a sports or athlete agent, and any person working for or at the direction of any such individuals (“Agents”) must immediately provide notification of such facts in writing to the USC Vice President for Athletic Compliance, as follows:

1. At the time of entering into a contract, vendor agreement or other arrangement to do business with USC, and at the time of entry onto the property of USC, or any athletic facilities and venues where USC teams play or practice to interact with its student-athletes.

2. If the certification, license or registration is received after commencement of Seller’s contract, vendor agreement, or arrangement to do business with USC, notification must be provided within 24 hours of certification, licensure or registration by the state, professional sports organization or other entity.

3. If Seller is involved in forming a business or company for the purpose of marketing an athlete’s athletic skill or reputation after the commencement of Seller’s contract, vendor agreement, or arrangement to do business with USC, Seller must provide notification within 24 hours of formation or filing paperwork with the state (or other governmental body) concerning such business entity.

C. All Agents must sign a document provided by the USC Vice President for Athletic Compliance attesting to the individual’s understanding and agreement to comply with all of USC’s rules regarding conduct for sports and athlete agents (including adherence to all applicable NCAA rules regarding agents).

D. All Agents must comply with rules pertaining to agents as published by the NCAA. These rules, which are strictly adhered to by USC, include but are not limited to, prohibiting Agents from:

1. Providing student-athletes who have remaining eligibility with any type of benefit, including food, cash, services, merchandise, transportation, housing accommodations, or other benefits not available to the student body in general; and

2. Entering into any type of verbal or written agreement to represent or to facilitate the future representation of a student-athlete who has remaining eligibility with regard to the student-athlete’s athletic ability or reputation.

USC shall have the right to immediately terminate any agreement with a Seller, or to revoke admission to any USC property or event to any Seller, who fails to meet the requirements set forth herein.

### 1.31. USE OF NAME.

Except as required by law or permitted by this Order, neither party shall use the name, logo, trademark, or symbol of the other party or its affiliates in any advertising or promotional material without the prior written consent of the other party.

## **2. PROVISIONS INCORPORATED INTO ALL GRANT AND COOPERATIVE PURCHASE ORDERS**

### 2.1. ACCEPTANCE.

If this Order is a purchase under a U.S. Government Grant and Cooperative Agreement, the applicable clauses listed below are incorporated into and form a part of these Purchase Order Terms and Conditions. In the event of any conflict between this Section 2 and any other provisions of this Order, this Section 2 will prevail.



2.2. DEBARMENT AND SUSPENSION.

Seller shall fully comply with the requirements stipulated in subpart C of 2 CFR part 180, entitled “Responsibilities of Participants Regarding Transactions.” The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR part 180, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the termination of the Order, or pursuance of other available remedies, including suspension and debarment. Excluded parties can be found at [www.sam.gov](http://www.sam.gov).

2.3. AUDIT.

All negotiated contracts (except those for less than the small purchase threshold) awarded to Sellers shall include a provision to the effect that USC, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Seller which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transactions.

2.4. PROVISIONS.

The following Provisions articulated in the Federal Government’s OMB Circular A-110, Appendix A, apply to Grant and Cooperative Orders. By accepting this Order, Seller agrees to comply with these provisions.

<p>1. Equal Employment Opportunity <a href="http://www.eeoc.gov/">http://www.eeoc.gov/</a></p>	<p>2. Copeland “Anti-Kickback” Act as supplemented by “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States” <a href="http://www.dol.gov/compliance/laws/comp-copeland.htm">http://www.dol.gov/compliance/laws/comp-copeland.htm</a></p>
<p>3. Davis-Bacon Act, as amended <a href="http://www.dol.gov/whd/govcontracts/dbra.htm">http://www.dol.gov/whd/govcontracts/dbra.htm</a></p>	<p>4. Contract Work Hours and Safety Standards Act <a href="http://www.dol.gov/compliance/laws/comp-cwhssa.htm">http://www.dol.gov/compliance/laws/comp-cwhssa.htm</a></p>
<p>5. Rights to Inventions Made under a Contract or Agreement <a href="http://www.nifa.usda.gov/business/awards/intel/prop/37_CFR_401_2009.pdf">http://www.nifa.usda.gov/business/awards/intel/prop/37_CFR_401_2009.pdf</a></p>	<p>6. Clean Air Act and the Federal Water Pollution Control Act, as Amended <a href="http://www2.epa.gov/laws-regulations">http://www2.epa.gov/laws-regulations</a></p>
<p>7. Byrd Anti-Lobbying Amendment <a href="http://www.gpo.gov/fdsys/pkg/CFR-2007-title22-vol1/pdf/CFR-2007-title22-vol1-sec227-100.pdf">http://www.gpo.gov/fdsys/pkg/CFR-2007-title22-vol1/pdf/CFR-2007-title22-vol1-sec227-100.pdf</a></p>	<p>8. Debarment and Suspension <a href="http://www.epa.gov/ogd/sdd/debarment.htm">http://www.epa.gov/ogd/sdd/debarment.htm</a></p>
<p>9. Termination for cause <a href="https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards#p-1972">https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards#p-1972</a></p>	<p>10. Energy Policy and Conservation Act <a href="http://www.house.gov/legcoun/Comps/EPCA.pdf">http://www.house.gov/legcoun/Comps/EPCA.pdf</a></p>

3. **PROVISIONS INCORPORATED INTO ALL GOVERNMENT SUBCONTRACT PURCHASE ORDERS**

3.1. ACCEPTANCE.

If this Order is a purchase or subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into and form a part of these Purchase Order Terms and

Conditions. In the event of any conflict between this Section 3 and any other provisions of this Order, this Section 3 will prevail.

The term “FAR” means the Federal Acquisition Regulations, including revisions in effect on the date of this Order. The terms “Contractor” as used in the clauses incorporated by this reference, shall be deemed to refer to the “Seller.” Any reference to a “Disputes” clause in any of the clauses listed below shall be deemed to refer to the “Disputes” clause contained in the prime contract. In no event shall any such reference to a “Disputes” clause be construed to allow the Seller, without the concurrence or approval of USC, to prosecute an appeal either directly or in the name of USC, to the Contracting Officer for such prime contract.

3.2. PROVISIONS.

The provisions articulated in the FARs apply to government subcontract orders. By accepting this Order, Seller agrees to comply with these provisions.

**Following Clauses apply regardless of dollar amount of this Order:**

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions 52.203-11	Preference for U.S. – Flag Air Carriers FAR §52.247-63
Restrictions on Certain Foreign Purchases FAR §52.225-13	Utilization of Small Business Concerns. FAR §52.219-8
Patent Rights – Ownership by the Contractor FAR § 52.227-11	Combating Trafficking in Persons FAR § 52.222-50

**Additional Clauses if Order exceeds \$10,000:**

Prohibition of Segregated Facilities. FAR §52.222-21	Equal Opportunity FAR §52.222-26
Affirmative Action Compliance Requirements for Construction. FAR §52.222-27	

**Additional Clauses if Order exceeds \$15,000:**

Affirmative Action for Workers with Disabilities FAR §52.222-36	Walsh-Healey Public Contracts Act FAR §52.222-20
Duty-Free Entry FAR §52.225-8	

**Additional Clauses if Order exceeds \$25,000:**

Promoting Excess Food Donation to Nonprofit Organizations FAR §52.226-6
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**Additional Clauses if Order exceeds \$30,000:**

Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment FAR §52.209-6
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**Additional Clauses if Order exceeds \$100,000:**

Employment Reports on Veterans FAR §52.222-37	Equal Opportunity for Veterans FAR §52.222-35
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**Additional Clauses if Order exceeds \$150,000:**

Restrictions on Subcontractor Sales to the Government FAR §52.203-6	Anti-Kickback Procedures FAR §52.203-7
Limitation on Payments to Influence Certain Federal Transactions FAR §52.203-12	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights FAR §52.203-17
Annual Representations and Certifications FAR §52.204-8	Market Research FAR §52.210-1
Audit and Records—Negotiation FAR §52.215-2	Preventing Personal Conflicts of Interest FAR §52.203-16

**Additional Clauses if Order exceeds \$650,000:**

Price Reduction for Defective Certified Cost or Pricing Data—Modifications. FAR §52.215-11	Subcontractor Certified Cost or Pricing Data FAR §52.215-12
Subcontractor Certified Cost or Pricing Data—Modifications FAR §52.215-13	Small Business Subcontracting Plan FAR §52.219-9