



current operator of the Frederick National Laboratory for Cancer Research

## TERMS AND CONDITIONS FOR INTERNATIONAL CONTRACTING

### 1. GOVERNMENT RELATIONSHIP

This Order is made by Leidos Biomedical Research, Inc., a Subsidiary of Leidos, Inc. under its contract with the National Cancer Institute (NCI). The provisions and clauses contained herein are influenced by and reflect the relationship of the parties in that contract, which was awarded and is administered under the provision of the Federal Acquisition Regulation (FAR). There is no privity of contract between the Seller and the Government.

### 2. GENERAL RELATIONSHIP

The Seller is not an employee of Leidos Biomedical Research, Inc. for any purpose whatsoever. Seller agrees that in all matters relating to this Order it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Order. Seller shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Buyer and/or Buyer's customers and shall have no authority to represent Buyer as an agent.

### 3. DEFINITIONS

Buyer – Leidos Biomedical Research, Inc.

Seller – The party, contractor or subcontractor, receiving the award from Leidos Biomedical Research, Inc.

Contracting Officer – The Leidos Biomedical Research, Inc. person with the authority to enter into and administer Orders. The term includes authorized representatives of the Contracting Officer acting within their delegated authority.

Order – The contractual agreement between Leidos Biomedical Research, Inc. and the Seller.

Frederick National Laboratory for Cancer Research (FNLCR) – the Facility operated by Leidos Biomedical Research, Inc.

Special Definitions – See paragraph 4 for the special definitions that apply in the use of the solicitation and award clauses of this Order.

### 4. SOLICITATION AND AWARD CLAUSES – SPECIAL DEFINITIONS

FAR clauses included in this Order, including any solicitation document, shall be interpreted as follows: Unless a purposeful distinction is made clear and the

context of the clause requires retention of the original definition, the term “Contractor” shall mean Seller, the term “Contract” shall mean this Order, the term “Subcontractor” shall mean subcontractors of Seller at any tier, and the terms “Government”, “Contracting Officer” and equivalent phrases shall mean Leidos Biomedical Research, Inc. and Leidos Biomedical Research, Inc.’s Contracting Officer, respectively. It is intended that the referenced clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a contractor to Leidos Biomedical Research, Inc. to insure Seller’s obligations to Leidos Biomedical Research, Inc. and to the United States Government, and to enable Leidos Biomedical Research, Inc. to meet its obligations under its Prime Contract.

Full text of the referenced clauses may be found in the FAR (Code of Federal Regulation [CFR] Title 48), obtainable from the Superintendent of Documents, Government Printing Office (GPO), Washington, DC 20402 or online at <https://acquisition.gov/>.

Copies of the clauses will be furnished by the Contracting Officer upon request.

### 5. ENTIRE AGREEMENT

This Order, including all attachments and/or documents incorporated by reference by Buyer, shall constitute the entire agreement between Buyer and Seller. No other document (including Seller’s proposal, quotation or acknowledgement forms, etc.) shall be a part of this Order, even if referred to, unless specifically agreed to in writing by Buyer. No right that Buyer has regarding this Order may be waived or modified except in writing by Buyer.

### 6. ACCEPTANCE AND MODIFICATION OF TERMS

Acceptance of this Order by Seller may be made by signing the acknowledgement copy hereof or by partial performance hereunder, and any such acceptance shall constitute an unqualified agreement to all terms and conditions set forth herein unless otherwise modified in writing by the parties. Any additions, deletions or differences in the terms proposed by Seller are objected to and hereby rejected, unless Buyer agrees otherwise in writing. No additional or different terms and conditions proposed by the Seller in accepting this Order shall be binding upon Buyer unless accepted in writing by Buyer and no other addition, alteration or modification to, and no waiver of any of the provisions herein contained shall

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be valid unless made in writing and executed by Buyer and Seller. Seller shall perform in accordance with the Description/Quantity schedule set forth in this Order and all attachments thereto.

#### **7. LEGAL CONSTRUCTION AND INTERPRETATIONS**

This Order shall be governed by and interpreted in accordance with the principles of Federal Contract Law, and to the extent that Federal Contract Law is not dispositive, and the state law becomes applicable, the law of the State of Maryland shall apply.

#### **8. COMPLIANCE WITH LAWS AND REGULATIONS**

Seller shall submit all certifications required by Buyer under this Order and shall at all times, at its own expense, comply with all applicable Federal, State and local laws, ordinances, administrative orders, rules or regulations.

When applicable, if the vendor is receiving third party proprietary materials and/or information from LBR, then the FAR 52.227-11, Patent Rights (Deviated) and FAR 52.227-17 will apply to any intellectual property or data developed by the vendor. In performance of services under contract, if the vendor creates new intellectual property using third party proprietary materials and/or information provided by LBR, then the vendor agrees to promptly assign all rights, title, and interest in the resulting intellectual property to the NIH. A copy of the full text to these clauses is included at <https://www.acquisition.gov/far/52.227>.

#### **9. GIFTS**

Seller shall not make or offer a gratuity or gift of any kind to Buyer's employees or their families. Seller should note that the providing of gifts or attempting to provide gifts under government subcontracts might be a violation of the Anti-Kickback Act of 1986 (4 U.S.C. 51-58).

#### **10. BUYER FURNISHED DATA AND MATERIALS**

Seller agrees that it will keep confidential and not disclose, disseminate or publish the features of any equipment, tools gauges, patterns, designs, drawings, engineering data, computer programs and software or other technical or proprietary information furnished, loaned or bailed by Buyer hereunder (hereinafter collectively referred to as items/information), and will use such items/information only in the performance of this Order or, if authorized, other orders from Buyer, and not otherwise without Buyer's written consent.

All such items furnished, loaned or bailed by Buyer hereunder, or fabricated, manufactured, purchased, or otherwise acquired by Seller for the performance of this Order and specifically charged to Buyer, are the property of Buyer.

Upon completion, expiration or termination of this Order, Seller shall return all such items in good condition,

reasonable wear only excepted, together with all spoiled and surplus items to Buyer, or make such other disposition thereof as may be directed or approved by Buyer. Seller agrees to replace, at its expense, all such items not so returned. Seller shall make no charge for any storage, maintenance or retention of such items. Seller shall bear all risk of loss for all such items in Seller's possession.

Seller also agrees to use any designs or data contained or embodied in such items in accordance with any restrictive legends placed on such items by Buyer or any third party. If Buyer furnishes any material, for fabrication hereunder, Seller agrees: (i) not to substitute any other material for such fabrication with Buyer's prior written consent, and (ii) that title to such material shall not be affected by incorporation in or attachment to any other property.

When applicable, if the vendor is receiving proprietary materials or information that NIH has received from a third-party ("third party proprietary materials and/or information"), then the FAR 52.227-11, Patent Rights (Deviated) and FAR 52.227-17 will apply to any intellectual property or data developed by the vendor that results from activities performed by the vendor involving the use of proprietary technology or information provided under the purchase order. The vendor agrees to promptly assign all rights, title and interest in the resulting intellectual property to the United States Government. A copy of the full text to these clauses is included at <https://www.acquisition.gov/far/52.227>.

#### **11. NOTICE OF DELAY**

Seller agrees to immediately notify Buyer in writing of any actual or potential delay in Seller's performance under this Order. Such notice shall, at a minimum, describe the cause, effect, duration and corrective action proposed by Seller to address the problem. Seller shall give prompt written notice to Buyer of all changes to such conditions.

#### **12. CHANGES AND SUSPENSION**

Buyer may, by written notice to Seller at any time, make changes within the general scope of this Order in any one or more of the following: (a) drawings, designs or specifications; (b) quantity; (c) time or place of delivery; (d) method of shipment or packing; and (e) the quantity of Buyer furnished property. Buyer may, for any reason, direct Seller to suspend, in whole or in part, delivery of goods or performance of services hereunder for such period of time as may be determined by Buyer in its sole discretion. If any such change or suspension causes a material increase or decrease in the cost of, or the time required for the performance of any part of the work under this Order, an equitable adjustment shall be made in the Order price or delivery schedule, or both, provided Seller shall have notified Buyer in writing of any claim for such adjustment within twenty (20) days from the date of notification of the change or suspension from Buyer. No such adjustment or any other modification of the terms of this Order will be allowed unless authorized by Buyer by means of a written modification to the Order. Seller shall

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proceed with the work as changed without interruption and without awaiting settlement of any such claim.

### 13. ADVERTISING

Seller agrees that prior to the issuance of any publicity or publication of any advertising that in either case makes reference to this Order or to Buyer, Seller will obtain the written permission of Buyer with respect thereto.

### 14. CONFIDENTIAL INFORMATION

Seller shall not at any time, even after the expiration or termination of this Order, use or disclose to any person for any purpose other than to perform this Order, any information it receives, directly or indirectly from Buyer in connection with this Order, except information that is or becomes publicly available, or is rightfully received by Seller from a third party without restriction. Upon request by Buyer, Seller shall return to Buyer all documentation and other material containing such information.

### 15. INDEMNIFICATION

Seller shall indemnify, defend and hold Leidos Biomedical Research, Inc. and Leidos Biomedical Research, Inc. 's customers harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from Seller's (or any of Seller's lower tiers, suppliers, employees, agents or representatives):

(i) intentional misconduct, negligence, or fraud, (ii) breach of any representation, warranty or covenant made herein;

(iii) breach of the confidentiality or disclosure provisions herein; (iv) infringement of any patent, trademark, copyright, trade secret, or any other intellectual property right; or (v) violation of any law or regulation.

Notwithstanding the foregoing, Seller's obligations under this Section shall not apply to the extent that a claim is finally determined by a court of competent jurisdiction to be caused by the negligence or willful misconduct of Buyer.

Leidos Biomedical Research, Inc. shall promptly notify the Seller of any claim that is covered by this indemnification provision and shall authorize representatives of the Seller or settle or defend any such claim or suit and to take charge of any litigation in connection therewith.

Notwithstanding this section, should the deliverables or portion thereof be held to constitute an infringement and use as contemplated by this Agreement be enjoined or be threatened to be enjoined, the Seller shall notify Leidos Biomedical Research, Inc. immediately, at the Seller's expense, procure for Leidos Biomedical Research, Inc. the right to continue to use the deliverables or portion thereof with a version that is non-infringing, provided that the replacement or modified version meets any applicable specifications to Leidos Biomedical Research, Inc. 's satisfaction. If Seller is unable or unwilling to secure the right of use or provide a suitable substitution that is non-

infringing within ninety

(90) days, then in addition to any damages or expenses reimbursed under this section, the Seller shall refund to Leidos Biomedical Research, Inc. all amounts paid to Seller by Leidos Biomedical Research, Inc. under this Agreement.

### 16. NON-WAIVER OF RIGHTS

The failure of Buyer to insist upon strict performance of any of the terms and conditions in this Order or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter. Acceptance or payment of any part of the Order shall not bind Buyer to accept future shipments or performance of services nor deprive Buyer of the right to return goods already accepted or for which Buyer has made payment. Acceptance or payment shall not be deemed to be a waiver of Buyer's right to cancel or return all or any part of the goods because of failure to conform to the Order or by reason of defects, whether latent or patent, or other breach of warranty, or to make any claim for damages of any and all kind.

### 17. INSURANCE REQUIREMENTS

Prior to award, the Seller must provide Certificates of Insurance, evidencing that the insurance coverages required below are in force. Seller must provide no less than thirty days written notice prior to any cancellation or restrictive modification of the policies. In addition, the Certificate of Insurance shall A) certify that the Seller is insured for the period of performance of this Agreement, B) shall name Leidos Biomedical Research, Inc. as "Additionally Insured," and C) shall identify this Agreement by number and brief description.

The Seller is responsible for maintaining the minimum insurance coverage's stated herein throughout the term of this agreement including any modifications extending the period of performance or the exercising of any option periods. Should this insurance coverage lapse, be cancelled, or modified in any way Seller will immediately notify Leidos Biomedical Research, Inc.

The coverage's stated herein shall in no way lessen nor effect the Seller's other obligations or liabilities set forth in this Agreement.

The Seller agrees to purchase and maintain at its own expense the following insurance coverages with minimum limits as stated:

- (a) Statutory Workers' Compensation and Employer's Liability in an amount no less than that required by statute in the state of Agreement performance covering its employees, including a waiver of subrogation, to the extent permitted by law, obtained from the carrier in favor of Leidos Biomedical Research, Inc.
- (b) Commercial General Liability in an amount no

less than \$1 Million per each occurrence and \$2 Million in this aggregate covering bodily injury, broad form property damage, personal injury, products and completed operations, contractual liability, and independent contractors' liability. Leidos Biomedical Research, Inc., its officers, and employees shall be included as Additional Insureds and a waiver of subrogation, to the extent permitted by law, shall be obtained from the carrier in favor of Leidos Biomedical Research, Inc.

- (c) Automobile Liability in an amount no less than \$1 Million Combined Single Limit for Bodily Injury covering use of all owned, non-owned, and hired vehicles.
- (d) Professional Liability in an amount no less than \$1 Million per occurrence covering damages caused by any acts, errors, and omissions arising out of the professional services performed by the Seller, or any person for whom the Seller is legally liable. To the extent that coverage for the Seller's services are not excluded in (b) above by virtue of being deemed not of a professional nature, this requirement does not apply.
- (e) All-Risk Property Insurance in an amount adequate to replace property, including supplies covered by this Agreement, of Leidos Biomedical Research, Inc. and/or Leidos Biomedical Research, Inc.'s customer that may be in the possession or control of Seller. Leidos Biomedical Research, Inc. shall be named as a Loss Payee with respect to loss or damage to said property and/or supplies furnished by Leidos Biomedical Research, Inc.

The required insurance coverages above shall be primary and non-contributing with respect to any other insurance that may be maintained by Leidos Biomedical Research, Inc. and notwithstanding any provision contained herein. The Seller and its employees, agents, representatives, consultants, subcontractors and suppliers, are not insured by the Leidos Biomedical Research, Inc., and are not covered under any policy of insurance that Leidos Biomedical Research, Inc. has obtained or has in place.

Any self-insured retentions, deductibles and exclusions in coverage in the policies required under this section shall be assumed by, for the account of, and at the sole risk of, the Seller. In no event shall the liability of the Seller be limited to the extent of any insurance or the minimum limits required herein.

#### **18. EXPORT CONTROL COMPLIANCE FOR FOREIGN PERSONS**

The Seller warrants that it has in place a system or process for compliance with all U.S. export control laws, including but not limited to the regulations of the U.S. Department of Commerce and/or U.S. Department of State. At all times, the Seller shall comply with all

applicable federal, state and local laws applicable to the export of any process, goods and/or technical data and information from the United States and within the U.S. to foreign nationals.

Furthermore, Seller agrees that it shall not disclose, export, or re-export any Leidos Biomedical Research, Inc. information, or any process, product, or services produced under this Order, in violation of any restrictive legends placed on such items by Leidos Biomedical Research, Inc., In addition, the Seller agrees to immediately notify Leidos Biomedical Research, Inc. if the Seller is listed on any of the Department of State, Treasury, or Commerce proscribed persons, organizations or destinations lists, or if the Seller's export privileges are otherwise denied, suspended, or revoked in whole or in part. Seller shall not be required to accept any information or any work under this Order that requires access to information that is subject to export controls.

#### **19. ASSIGNMENT**

Neither this Order nor any interest herein may be assigned, in whole or in part, without the prior written consent of Buyer except that the Seller shall have the right to assign this Order to any successor of such party by way of merger or consolidation or the acquisition of substantially all of the business and assets of the Seller relating to the subject matter of this Order. This right shall be retained provided that such successor shall expressly assume all of the obligations and liabilities of the Seller under this Order, and that the Seller shall remain liable and responsible to Buyer for the performance and observance of all such obligations.

Notwithstanding the foregoing, any amounts due the Seller may be assigned in accordance with the provisions of the clause 52.232-23, Assignment of Claims.

In the event the prime contract of Leidos Biomedical Research, Inc. with the Government is succeeded by a successor contractor selected by the Government, this Order may be assigned to the successor contractor.

#### **20. DISPUTES**

Buyer and Seller agree to first enter into negotiations to resolve any controversy, claim or dispute ("dispute") arising under or relating to this Order. The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If good faith negotiations are unsuccessful, Buyer and Seller agree to resolve the dispute by binding and final arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in the County of Frederick, State of Maryland. The arbitrator(s) shall be bound to follow the provisions of this Order in resolving the dispute and may not award punitive damages. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction.

Seller hereby waives any immunity, sovereign or otherwise, that it would otherwise have to such

jurisdiction and agrees that its rights, obligations, and liabilities hereunder shall be determined in the same manner and to the same extent as those of a private litigant under like circumstances.

All costs of the arbitration shall be shared equally between the Parties, but the Parties specifically agree that each Party shall bear the expense of any costs incurred by it for its own counsel, experts, witnesses, preparation of documents, presentations, and logistics related to the proceedings.

Pending any decision, appeal or judgment referred to in this provision or the settlement of any dispute arising under this Order, Seller shall proceed diligently with the performance of this Order.

## 21. NOTIFICATION OF DEBARMENT/SUSPENSION

By acceptance of this Order either in writing or by performance, Seller certifies that as of the date of award of this Order neither the Seller, lower tiers, nor any of its principals, is debarred, suspended, or proposed for debarment by the Federal Government. Further, Seller shall provide immediate written notice to the Buyer in the event that during performance of this Order the Seller or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government.

## 22. QUALITY ASSURANCE/INSPECTION

All goods furnished and services performed pursuant hereto shall be subject to inspection and test by Buyer at all reasonable times and places, during the Order term, and in any event, prior to Final Acceptance as that term is defined in the Statement of Work. No inspection made prior to Final Acceptance shall relieve Seller from responsibility for defects or other to meet the failure requirements of this Order. In the event that goods furnished or services supplied are not in accordance with the Statement of Work and Schedule or other requirements, Buyer may require Seller to promptly correct, repair, replace or re-perform the goods or services. The cost of correction, repair, replacement, or re-performance shall be determined under Section 6 of this Order. If Seller fails to proceed with reasonable promptness to perform the required correction, repair, replacement, or re-performance, Buyer may terminate the Subcontract for default. If Seller is unable to accomplish the foregoing, then Buyer may procure such materials and services from another source or perform such services in-house and charge to Seller's account all costs, expenses and damages associated therewith. Buyer's approval of designs furnished by Seller shall not relieve Seller of its obligations hereunder.

## 23. ORDER OF PRECEDENCE

In the event of an inconsistency or conflict between these Leidos Biomedical Research, Inc. International Terms and Conditions and the Order issued, the inconsistency or conflict shall be resolved by giving precedence in the following order:

- 1) The Order including Leidos Biomedical Research, Inc.

International Terms and Conditions, Exhibits thereto and any provisions.

- 2) Specifications and/or drawings.
- 3) Other documents or exhibits when attached.

## 24. TERMINATION

### Termination for Convenience

- 1) Buyer shall have the right to terminate this Order, in whole or in part, at any time, without cause, by providing written notice to Seller. Upon receiving notice of such termination, Seller shall:
  - a) stop all work on this Order on the date and to the extent specified;
  - b) place no further contracts hereunder except as may be necessary for completing such portions of the Order that have not been terminated; and
  - c) terminate all contracts to the extent that they may relate to portions of the Order that have been terminated; and
  - d) protect all property in which Buyer has or may acquire an interest and deliver such property to Buyer.
- 2) Within twenty (20) days from such termination, Seller may submit to Buyer its written claim for termination charges in the form prescribed by Buyer. Failure to submit such claim within such time shall constitute a waiver of all claims and a release of all Buyer's liability arising out of such termination. Under no circumstances shall Seller be entitled to anticipatory or lost profits.
- 3) Buyer reserves the right to verify claims hereunder and Seller shall make available to Buyer, upon its request, all relevant, non-proprietary books and records for inspection and audit (e.g. time cards and receipts). If Seller fails to afford Buyer its rights hereunder, Seller shall be deemed to have relinquished its claim.

### Termination for Default

1. Buyer may, by written notice of default to Seller, terminate the whole or any part of this Order, in any one of the following circumstances:
  - a) Seller fails to make delivery of the goods or to perform the services within time specified herein or any extension thereof; or
  - b) Seller fails to perform any of the other provisions of this Order in accordance with its terms and does not cure such failure within a period of ten (10) days after receipt of notice from Buyer specifying such failure; or
  - c) Seller becomes insolvent or the subject of proceedings under any law relating to the relief of debtors or admits in writing its inability to pay

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its debts as they become due.

2. If this Order is so terminated, Buyer may procure or otherwise obtain, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar to those terminated. Seller shall be liable to Buyer for any excess costs of such similar supplies or services.
3. Seller shall transfer title and deliver to Buyer, in the manner and to the extent requested in writing by Buyer at or after termination, such complete or partially completed articles, property, materials, parts, tools, fixtures, plans, drawings, information and contract rights as Seller has produced or acquired for the performance of the terminated part of this Order, and Buyer will pay Seller the contract price for completed articles delivered to and accepted by Buyer and the fair value of the other Order to the extent not terminated. Buyer shall have no obligation to Seller with respect to the terminated part of this Order except as herein provided.
4. Seller shall continue performance of this Order to the extent not terminated Buyer shall have no obligation to Seller with respect to the terminated part of this Order except as herein provided.

## 25. SECURITY

Under its contract with NCI, Leidos Biomedical Research, Inc. shall be required to conduct, on persons performing work on Government Owned or controlled installations, individual background checks prior to the commencement of effort. As part of this process, information will be required to enable Buyer to conduct the appropriate background checks, including name (including any aliases), daytime phone number, SSN, date of birth, and country of birth.

Individuals who are unable or unwilling to provide the required information and/or receive the required authorizations will not be allowed access to FNLCR or any controlled premises.

Seller agrees to comply with applicable federal laws that include but are not limited to the HHS Information Security and Privacy Policy (IS2P). Federal Information Security Modernization Act (FISMA) of 2014. (44 U.S.C. 101); National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53. Security and Privacy Controls for Federal Information Systems and Organizations; Office of Management and Budget (OMB) Circular A-130. Managing information as a Strategic Resource; and other applicable federal laws, regulations NIST guidance and Departmental policies.

The Seller further agrees to include this provision in any Order awarded pursuant to the Agreement. Failure to comply with these requirements may constitute cause for termination.

The Seller shall be responsible for properly protecting all information used, gathered, or developed as a result of the Agreement. The Seller shall establish and implement appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of sensitive Government information, data and/or equipment. Any Seller employee who may have access to sensitive information under this agreement will be requested to submit a Non-Disclosure Form; Buyer will provide if applicable.

A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Contracting Officer prior to performing any work under the Agreement.

The Seller shall assure that each employee has completed the NIH Computer Security Awareness Training (<http://irtsectraining.nih.gov>) prior to performing any work under this contract.

The Seller shall maintain and submit to the Contracting Officer a listing by name and title of each individual working under this contract, who has completed the NIH required training. Any additional security training completed by Seller staff shall be included on this listing.

In addition, during all activities and operations on Government premises, the Seller shall comply with DHHS, including National Institutes of Health (NIH), rules of conduct. Should the Seller have questions concerning these requirements or need of procedural guidance to ensure compliance they may contact the cognizant Leidos Biomedical Research, Inc. acquisition representative.

## 26. TOBACCO USE AT THE FNLCR

In accordance with the Department of Health and Human Services (HHS) directive, the FNLCR campus is a tobacco free workplace. Use of tobacco in any form is prohibited on the entire FNLCR campus. This includes personal vehicles while on FNLCR property and all government vehicles, regardless of their location.

This policy applies to all employees, Government and Contractor, visitors, subcontractors, vendors and guests of the FNLCR, and extends to all HHS owned or leased facilities and properties external to the FNLCR campus where the sole tenant(s) are HHS and/or Leidos Biomedical Research, Inc. employees.

## 27. PAYMENT AND INVOICING

Payment - Work accepted by Buyer shall be paid for in U.S. dollars (\$USD) within the negotiated terms upon receipt of proper invoice.

Invoice Requirements - Seller shall provide invoices which meet the following requirements. Each invoice shall:

1. Submit for payment to:

[LeidosBiomed@invoices.corcentric.com](mailto:LeidosBiomed@invoices.corcentric.com) or

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Send to:

P.O. Box 13730

Philadelphia, PA 19101

2. Contain the following details:

- (a) Buyer's Order Number
- (b) Seller's Invoice Number
- (c) Notice of acceptance
- (d) Individuals Name (or position, job title, etc.) daily rate, as appropriate
- (e) Any applicable sales tax, use tax, excise tax or duty imposed or levied by the laws of the Nation where the work is being performed or political subdivision thereof, shall be separately identified as paid upon every invoice in order to be eligible for payment. For fixed price contracts, payment of any sales tax, use tax, excise tax or duty imposed or levied after execution of the contract shall be the sole responsibility of the Seller, and Buyer shall have no obligation to reimburse Seller for any such after-imposed taxes or duties.
- (f) Seller's National Tax Identification Number.
- (g) Travel and Incidental Expenses
- (h) Total Invoice Cost

## 28. ACCESS TO BUSINESS PREMISES

Compliance With Facility Rules – When either Party enters the premises or work facilities of the other Party, the entering Party's right of entry and conduct shall be subject to applicable government security and safety laws and the host Party's security and safety regulations and procedures. Neither Party shall require waivers or releases of any personal rights from representatives or customers of the other in connection with visits to its premises, and both parties agree that no such releases or waivers shall be pleaded by them or by third persons in any action or proceeding.

## 29. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Seller specifically acknowledges that its employees, agents, subcontractors and consultants shall conduct business within the letter and spirit of all applicable laws and regulations of the United States and all laws and regulations of the country (or countries) in which the services of this Agreement or any Purchase Order issued hereunder, may be performed. By way of example but not limitation, such US laws include the Foreign Corrupt Practices Act, the Export Administration Act, the Arms Export Control Act and regulations issued hereunder and other US export control laws.

Buyer has policies and maintains a program which requires Buyer's employees, agents, and consultants to

inform Buyer of any conduct which does not comply with this policy. Seller represents and warrants that it will inform its employees, agents, and consultants of Buyer's policy, and that Seller's employees, agents, and consultants must report such conduct to Buyer's Procurement Representative.

## 30. EXPORT LAWS AND REGULATIONS

Each party agrees that it will comply with all applicable U.S. Export Laws and Regulations and that each will neither undertake, nor cause, nor permit to be undertaken, any activity which is (1) illegal under any laws, decrees, rules or regulations in effect in the United States; or (2) would have the effect of causing the other party to be in violation of any laws, decrees, rules or regulations in effect in the United States through the period of this Agreement and any applicable Addenda, as these laws are modified from time to time.

## 31. EMPLOYEE RELATIONS

Seller is responsible for its own management relations with its employees, including those groups or unions representing its employees and shall negotiate and be responsible for resolving all disputes between itself, its employees, or any trade group or union representing such employees. All such disputes between Seller and its employees shall be resolved as expeditiously as possible in order not to affect the delivery schedule, or quality of work being performed under this Agreement or any Purchase Order issued hereunder.

The provisions of this paragraph shall be included in all Seller's subcontracts for work to be performed under this Agreement of any Purchase Order issued hereunder.

Seller must immediately notify Buyer if Seller has knowledge of an actual or potential labor dispute which is delaying or could delay the timely performance, or is affecting, or may affect, the quantity or quality of work being performed under this Agreement or any Purchase Order issued hereunder. Failure to so notify Buyer may constitute a breach of this Agreement or any Purchase Order issued hereunder.

## 32. RECORDS MAINTENANCE AND RIGHT TO AUDIT

Seller shall maintain complete, legible, and accurate cost records (e.g., labor hours and material costs allocated to the work, direct and indirect costs incurred and allocated to the work, costs reimbursed from Buyer) which identify the date of entry and are allocated to the performance of this Agreement, or any Purchase Order issued hereunder, for a period of two (2) years from the date of final payment of this Agreement, or any Purchase Order issued hereunder, unless the Parties are disputing certain cost items or a matter is in arbitration and access by either Party to Seller's cost records are relevant to the arbitration proceedings.

Seller's records shall be maintained in English in accordance with internationally recognized accounting practices. Buyer shall have the right, through its

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Administrative Representative, or designee, to examine and audit, at all reasonable times regardless of the media upon which Seller's records are kept, maintained or stored, all such cost records and such other records and accounts as may, under internationally recognized accounting practices, contain information bearing upon the amount payable to the Seller or the costs Seller allocated to performance of the work under this Agreement or any Purchase Order issued hereunder.

**33. SEVERABILITY**

If any term contained in this Order is held or finally determined to be invalid, illegal or unenforceable in any respect, in whole or in part, such term shall be severed from this Order, and the remaining terms contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

**34. INTERPRETATION**

The captions and headings used in this Order are solely for the convenience of the parties and shall not be used in the interpretation of the text of this Order. Each party has read and agreed to the specific language of this Order; therefore, no conflict, ambiguity or doubtful interpretation shall be construed against the drafter.