COMMERCIAL TERMS AND CONDITIONS OF PURCHASE
GENERAL CLAUSES (JUNE 2015)

This purchase order is a unilateral contract instrument. Commencement of performance under this PO represents your acceptance of all terms and conditions as well as performance requirements stated herein.

1. TAX EXEMPT STATUS AND APPLICABLE LAW
a. The article or articles shown on this purchase order is for the exclusive use of Lincoln Laboratory, a Massachusetts Institute of Technology Facility operated with the support of the Department of Defense, and other Government agencies. Massachusetts Institute of Technology, employer identification number 04-2103594, is exempt under Section 501(C)(3)of the Internal Revenue code as an educational and scientific research organization.
b. This purchase order is exempt from Massachusetts Sales and Use Tax. Certificate Number E-042-103-594.

2. USE OF THE NAME OF MIT LINCOLN LABORATORY
The Subcontractor agrees not to use the name of MIT Lincoln Laboratory or any member of its staff in sales promotion work, advertising, or in any form of publicity without the written permission of MIT Lincoln Laboratory.

3. GOVERNMENT CONTRACT CLAUSES
The following clauses of the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) are incorporated by reference with the same force and effect as though fully set forth herein.

FAR
52.212-04 Contract Terms and Conditions-Commercial Items (Dec 2014) Paragraphs (a), (c), (e), (i), (l), (m), (n), (o), (q), (r), (s), (t), (u), and (v) apply
52.225-13 Restrictions on Certain Foreign Purchases (Jun 2008)
52.244-06 Subcontracts for Commercial Items (Jul 2014) (All clauses under Para (c)(1) apply)
In addition to the above, for orders in excess of $10,000 the following shall apply:
52.222-21 Prohibition of Segregated Facilities (Feb 1999)
In addition to the above, for orders $25,000 and above the following shall apply:
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013)
In addition to the above, for orders $30,000 and above the following shall apply:
52.209-6 Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (Excluding Commercial Off The Shelf (COTS) Items)

DFARS
252.203-7002 Requirement To Inform Employees of Whistleblower Rights (Sep 2013)
252.204-7006 Disclosure of Information (Aug 2013)
252.204-7012 Safeguarding of Unclassified Controlled Technical Information (Nov 2013)
252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 2012)
252.225-7048 Export Controlled Items (Jun 2013)
252.239-7018 Supply Chain Risk (Nov 2013)
252.247-7023 Transportation of Supplies By Sea – Basic (Apr 2014) (Except para (f) & (g) <SAT>

In all FAR Clauses herein above listed, the term “Contractor” shall mean “Subcontractor”, the term “this Contract” shall mean “this Purchase Order”, and the terms “Government” and “Contracting Office” may also be interpreted to mean “MIT LL”.

4. PAYMENT
MIT Lincoln Laboratory shall pay the Contractor, upon the submission of a proper invoice, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. The Contractor shall provide invoices for payment not later than one year after delivery or completion of services.

5. PAYMENT TERMS
MIT Lincoln Laboratory’s standard discount rate for prompt payment is 2%/10 NET 30. If an alternate payment term for this PO is negotiated, it will be stated on this face of the PO and will apply to all proper invoices submitted under the purchase order/subcontract.

6. CYBER INCIDENT REPORTING AND ASSESSMENT
In the performance of this contract, the contractor shall execute the following: (1) Reporting requirement: (a) The Contractor shall report to MIT Lincoln Laboratory immediately upon the discovery of any cyber incident as described in paragraph (d)(2), Section 252.204–7012 of DFARS Subpart 204.73 – “Safeguarding Unclassified Controlled Technical Information” that, pursuant to the contract with MIT Lincoln Laboratory, affects unclassified controlled technical information resident on or transiting through the Contractor’s unclassified information systems. Incidents must be reported to the MIT Lincoln Laboratory Chief Security Officer (CSO) or Information Security Manager (ISM) by calling MIT Lincoln Laboratory’s Information Security Hotline at 781-981-1291. (b) Contractors must also notify the MIT Lincoln Laboratory Contracting Services Department (CSD) via email or formal correspondence within 24 hours of discovery of any cyber incident. (c) The Contractor must provide to MIT Lincoln Laboratory as much of the following information as can be obtained: i. MIT Lincoln Laboratory Subcontract numbers affected; ii. Location of the event if different than the prime subcontractor location; iii. Point of contact; iv. Platforms or systems involved; v. Date incident discovered; vi. Location(s) of compromise; vii. Date incident discovered; viii. Type of compromise (e.g., unauthorized access, inadvertent release, other); ix. Description of technical information compromised; and x. Any additional information relevant to the information compromise. (2) Reportable cyber incidents include the following: (a) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through subcontractor’s, or its subcontractors’, unclassified information systems, (b) Any other activities not included in the above list that allow unauthorized access to the Contractor’s unclassified information system on which unclassified controlled technical information is resident on or transiting. (3) Contractor actions to support MIT Lincoln Laboratory Security Services Department (SSD) damage assessment. In response to the reported cyber incident, the Contractor shall: a. Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise; b. Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with MIT Lincoln Laboratory and/or government programs, systems or contracts, including military programs, systems and technology; and (4) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow MIT Lincoln Laboratory and/or government sponsor to request information or decline interest.

The substance of this clause shall be included in subcontracts at all tiers.