COMMERCIAL TERMS AND CONDITIONS OF PURCHASE
GENERAL CLAUSES (FEB 2017)

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.
   c. This subcontract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

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 $30,000 and above the following shall apply:

- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015)

In addition to the above, for orders $35,000 and above the following shall apply:

- 52.209-06 Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) (Excluding Commercial Off The Shelf (COTS) Items)

In addition to the above, for orders in excess of $150,000 the following shall apply:

- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Apr 2014)

**DFARS**
- 252.203-7002 Requirement To Inform Employees of Whistleblower Rights (Sep 2013)
- 252.204-7000 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 the face of the PO and will apply to all proper invoices submitted under the purchase order/subcontract,