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

This order is a unilateral contract instrument. Commencement of performance under this order 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 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 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 (JAN 2017) 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 $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:

52.203-06	Restrictions on Subcontractor Sales to the Government (Sep 2006) Alt 1 (Oct 1995)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)

DFARS

252.203-7002	Requirement To Inform Employees of Whistleblower Rights (Sep 2013)
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 2012)
252.225-7048	Export Controlled Items (Jun 2013)

In all FAR Clauses herein above listed, the term “Contractor” shall mean “Subcontractor”, the term “this Contract” shall mean “this 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 order is negotiated, it will be stated on the face of the order and will apply to all proper invoices submitted under the order/subcontract.