



EEI Manufacturing Services  
703 Grand Central Street, FL 33756  
727.461.4755  
[www.eeimfg.com](http://www.eeimfg.com)

PURCHASE ORDER ATTACHMENT  
***EEI Terms & Conditions of Purchase***  
Rev E

**1. Order of Precedence:** In the event of any inconsistency or conflict between or among the provisions of this Purchase Order, such inconsistency or conflict shall be resolved by the following descending order of preference:

1. Specific provisions noted on the Purchase Order
2. Drawings and Documents reference by the Purchase Order
3. EEI Quality Flow Downs
4. TPUR-001-05-01 EEI Terms and Conditions of Purchase Order

In the event of conflict between specifications, drawings, samples, designated type, part number, or catalog description; Or in cases of ambiguity in the specifications, drawings, or other requirements of this Purchase Order, Seller must, before proceeding, consult Buyer, whose written interpretation shall be final.

**2. Flow Downs.** Supplier shall flow-down to its sub-Suppliers, these terms and conditions and any other applicable requirements in the purchase documents, including key characteristics, as required.

**3. Drawings.** Subject to Section 1 above, Supplier certifies that all parts have been made in compliance to applicable drawings for part numbers indicated.

**4. Inspection and Acceptance.** All products and services received by EEI will be subject to inspection and acceptance or rejection. No goods returned as non-conforming shall be replaced unless authorized by buyer. Rejected products will be held for disposition pursuant to Suppliers instruction and at Supplier's risk and expense to include transportation and other charges paid by EEI.

**5. Certificate of Conformance:** The supplier shall provide a Certificate of Conformance with each shipment. The certificate shall contain as a minimum:

- (1) Manufacturer Part Number
- (2) A statement that the material conforms to purchase order requirements and that all supporting data is on file at the supplier's facility for review
- (3) The EEI Manufacturing Services purchase order number
- (4) The signature and title of an authorized agent for the supplier
- (5) Any lot/batch code if applicable
- (6) Quantity

**6. Acceptance of Purchase Order.** The seller shall accept this purchase order by returning a signed copy to EEI within two business days.

EEI will not be bound by this Purchase Order until Seller executes and returns to EEI the signed acceptance copy of this order. Agreement by Supplier to furnish the materials, products, or services hereby ordered, or its commencement of such performance, or acceptance of any payment, shall constitute acceptance by Supplier of this Purchase Order subject to these terms and conditions. In the event that this Purchase Order does not state price or delivery, EEI will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Supplier inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of not effect unless specifically agreed to by EEI in writing. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by EEI's purchasing representative. These terms and conditions, together with any referenced exhibits, attachments or other documents, constitute the entire agreement between the parties with respect to the subject matter of this Purchase Order, and supersede any prior or contemporaneous written or oral agreements pertaining thereto.

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**7. Warranty.** Supplier warrants that all products and services covered by this order will conform to the materials, specifications, drawings, and other descriptions approved by EEI, be of good material and workmanship, and free from defects.

a. Seller warrants that the goods delivered pursuant to this Purchase Order, unless specifically stated otherwise in this Purchase Order, shall (i) be new; (ii) be and only contain materials obtained directly from the Original Equipment Manufacturer (OEM) or an authorized OEM reseller or distributor; (iii) not be or contain Counterfeit Items; (iv) contain only authentic, unaltered OEM labels and other markings; and (v) be free from defects in workmanship, materials, and design and be in accordance with all the requirements of this Purchase Order. Seller shall be prepared to disclose the source of their delivered parts if the parts become the subject of a legal or counterfeit issue. Seller further warrants that the performance of work and services shall conform with the requirements of this Purchase Order and to high professional standards. These warranties shall survive inspection, test, final acceptance and payment of goods and services.

b. For purposes of this Warranty, a Counterfeit Item is defined to include, but is not limited to, (i) an item that is an illegal or unauthorized copy or substitute of an Original Equipment Manufacturer (OEM) item; (ii) an item that does not contain the proper external or internal materials or components required by the OEM or that is not constructed in accordance with OEM design; (iii) an item or component thereof that is used, refurbished or reclaimed but Seller represents as being a new item; (iv) an item that has not successfully passed all OEM required testing, verification, screening and quality control but that Seller represents as having met or passed such requirements; or (v) an item with a label or other marking intended, or reasonably likely, to mislead a reasonable person into believing a non-OEM item is a genuine OEM item when it is notations, drawings, and other descriptions approved by EEI, of good material and workmanship, and free from defects.

c. This warranty entitlement shall inure to the benefit of both Buyer and Buyer's customers. As used in this Purchase Order, Buyer's customer(s) shall include its direct and indirect customers such as direct sale end-users, higher-tier subcontractors, prime contractors and the ultimate user under relevant prime contract(s).

d. Seller shall be liable for and save Buyer harmless from any loss, damage, or expense whatsoever that Buyer may suffer from breach of any of these warranties. Remedies shall be at Buyer's election, including the prompt repair, replacement or reimbursement of the purchase price of nonconforming goods and, in the case of services either the prompt correction of the defective services at no cost or reimbursement of the amounts paid for such services. Return to Seller of defective or nonconforming goods and redelivery to Buyer of repaired or replaced goods shall be at Seller's expense. Goods or services required to be corrected, repaired or replaced shall be subject to this Section and the Inspection Section of this Purchase Order in the same manner and to the same extent as goods or services originally delivered under this Purchase Order, but only as to the repaired or replaced goods or parts thereof or the corrected service thereof. Seller shall promptly comply with Buyer's direction to (i) repair, rework or replace the goods, (ii) furnish any material or parts and installation required to successfully correct the defect or nonconformance or (iii) successfully correct the defective or nonconforming service.

**8. Waiver.** Any Waiver or failure on EEI's part to require strict compliance with the provisions of this order shall not be deemed a waiver of EEI's right to insist upon strict compliance thereafter.

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**9. Responsibility and Insurance.** Supplier shall be responsible for the actions and failure to act of all parties retained by, through, or under Supplier in connection with the performance of this Purchase Order. Supplier shall also maintain and cause its subcontractors to maintain such General Liability, Property Damage, Employer's Liability, and Workers Compensation Insurance, Professional Errors and Omissions Insurance, and Motor Vehicle Liability (Personal Injury and Property Damage) Insurance as are specified in this Purchase Order or, if none are specified, such amount as will protect Supplier (and its subcontractors) and EEI from said risks and from any claims under any applicable Workers' Compensation, Occupational Disease, and Occupational Safety and Health statutes. Supplier shall provide EEI with certificates evidencing required insurance upon EEI's request.

**10. Rights Retained.** EEI generally retains all rights and remedies granted to it by operation of law in addition to those set forth herein.

**11. Choice of Law.** This contract shall be constructed according to the laws of the State of Florida, without regard to conflict of law issues.

**12. Termination for Convenience.** EEI may, by notice in writing, terminate this Purchase Order or work under this Purchase Order for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default. In the event of partial termination, Supplier is not excused from performance of the non-terminated balance of work under the Purchase Order. In the event of termination for convenience by EEI, Supplier shall be reimbursed for actual, reasonable, substantiated and allocable costs for work performed up to the date of termination. EEI may take immediate possession of all work so performed upon written notice of termination to Supplier.

**13. Termination of Default.** EEI may, by notice in writing, terminate this Purchase Order in whole or in part at any time for breach of any one or more of its terms, for failure to provide adequate assurance of future performance. In the event of partial termination, Supplier is not excused from performance of the non-terminated balance of work under the Purchase Order. In the event of Supplier's default hereunder, EEI may exercise any or all rights accruing to it, both at law, including without limitation, those set forth in Article 2 of the Uniform Commercial Code, or in equity.

**14. Force Majeure.** Except for defaults of Supplier's subcontractors at any tier, neither EEI nor Supplier shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the Government in its sovereign or contracted capacity, fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargos, and unusually severe weather. In the event that performance of this Purchase Order is hindered, delayed or adversely affected by causes of the type described above ("Force Majeure"), then the Party whose performance is so affected shall so notify the other Party's authorized representative in writing and, at EEI's option, this Purchase Order shall be completed with such adjustments as are reasonably required by the existence of Force Majeure or this Purchase Order may be terminated for convenience.

**15. Release of Information.** Supplier shall not publish, distribute, or use any information developed under or about the existence of this Purchase Order, or use the EEI Company name or logo for the purpose of advertising, making a news release, creating a business reference, creating a website content or for products or service endorsement without prior written approval of EEI.

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**16. Infringement.** Supplier warrants that all work, materials, services, equipment, parts and other items provided by Supplier pursuant to this Purchase Order, which are not of EEI's design, shall be free from claims of infringement (including misappropriation) of third party intellectual property rights and that any use of sale of such items by EEI or any of EEI's customers shall be free from any claims of infringement. Supplier shall indemnify and save EEI, and its customers harmless from any and all expenses, liability, and loss of any kind (including all costs and expenses including attorneys' fees) arising out of claims, suits, or actions alleging such infringement, which claims, suits, or actions Supplier, hereby, agrees to defend, at Supplier's expense, if requested to do so by EEI. Supplier may replace or modify infringing items with compatible goods acceptable to EEI of substantially the same form, fit, and function so as to remove the source of infringement, and Supplier's obligations under this Purchase Order. If the use or sale of any of the above items is enjoined as a result of such claim, suit or action, Supplier, at no expense to EEI, shall obtain for EEI and its customers, the right to use and sell said item.

**17. Changes.** No changes in materials, processes, procedures, design interfaces or software which affects the form, fit, function, safety, weight, maintainability, service life, reliability, replaceability, or interchangeability of the items to be delivered to EEI shall be made without prior written approval/acknowledgement from EEI. Seller is NOT granted Material Review Board approval authority on this Purchase Order for any 'use-as-is' or repair dispositions. Any nonconformance to the purchase order, product drawing, specification, or other applicable documents must be submitted to the EEI, for EEI's MRB approval prior to shipment. This does not preclude the seller from conducting preliminary reviews to establish rework to drawing / contract requirements and/or scrap dispositions. EEI reserves the right to require formal root cause of the nonconformance and describe the implemented corrective action taken by the Seller.

**18. Facility Access:** EEI and its Customers, as well as any Regulatory Agencies, are permitted access to Supplier facilities and access to applicable records on an as-needed basis. EEI will notify Supplier of such requirements as soon as practicable in advance of the required access.

**19. Shipping Instructions/Delivery:** The Seller agrees to cause the Product to be shipped per the Buyer's direction (F.O.B: Destination) in accordance with general industry practice, and to cause the Product to be loaded on the carrier selected by the Buyer on the delivery date identified in the Sales Quote and/or Order. The Buyer shall make arrangements for the carrier and shipment of the Product, including freight, duty, taxes and export/import fees.

**20. Partial Shipments / Early Delivery/ On Time Delivery:** Partial shipments will not be accepted by EEI without prior authorization. Invoices for unauthorized partial shipment will be held until the total balance due is received. EEI requires that all suppliers adhere to the delivery time window of no more than five (5) days early and zero (0) days late. In the event material is delivered prior to Purchase Order date and / or authorization is not received from EEI, we reserve the right to return all goods to the Supplier at Supplier's expense.

**21. Shipping Charges.** Supplier shall pay any additional expedited shipping charges incurred by it if Supplier is required to expedite materials in order to meet the agreed upon delivery schedule.

**22. Record Retention:** Supplier shall control and retain records and documents which are created by and/or acquired for the purpose of complying with the contract for a period of (7) seven years unless otherwise noted on the contract.

**23. Material Safety Data Sheets.** In accordance with 29 CFR 1910.1200 Hazard Communication Standard, Supplier shall provide MSDS for chemically based products.

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#### **24. Compliance with Law.**

- a. Supplier warrants that the materials to be furnished and the services to be rendered under this Purchase Order shall be manufactured, sold, used and rendered in compliance with all relevant federal, state, local law, ordinances, and regulations and in compliance with applicable international prohibitions on child labor. Supplier certifies that with respect to the production of the articles and/or the performance of the services covered by this Purchase Order, it has fully complied with Sections 6, 7, 12, and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulation and orders of the United States Department of Labor under Section 14 thereof, if applicable.
- b. Supplier warrants that all equipment and materials delivered under this Purchase Order are in conformance with the latest OSHA requirements.
- c. The Supplier warrants that in the performance of this Purchase Order, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations; and Supplier further agrees to save EEI harmless from any loss, damage, fine, penalty, or expense whatsoever that EEI may suffer as a result of Supplier's failure to comply with this warranty. The foregoing is in addition to and not in mitigation of any other requirements of this Purchase Order.
- d. Supplier warrants that it has complied with the Anti-Kickback Act of 1966 and has not offered or given and will not offer or give to any employee, agent, or representative of EEI any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1966. Any breach of this warranty shall be a material breach of each and every contract between EEI and Supplier.
- e. U. S. Government Clauses – For orders placed in support of a U.S. Government Prime Contract, Seller shall comply with the applicable Federal Acquisition Regulation (FAR) and Department of Defense (DOD) FAR Supplement clauses for either "Commercial Items" or "Non-Commercial Items", as appropriate. In all clauses, unless the context of a clause requires otherwise, the term "Contractor" shall mean Seller, the term "Contract" shall mean this Purchase Order and the terms "Government," "Contracting Officer" and equivalent phrases shall mean EEI Manufacturing. 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 subcontractor to EEI Manufacturing, to insure Seller's obligations to EEI Manufacturing, its' customer(s), and to the United States Government, and to enable EEI Manufacturing to meet its obligations. Full text of clauses available upon request or at: [www.acquisition.gov/farindex.html](http://www.acquisition.gov/farindex.html) and/or <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

#### **25. Safeguarding Covered Defense Information and Cyber Incident Reporting.**

Per Federal Acquisition Regulation (FAR)252.204-7012 (refer to <https://www.acquisition.gov/> for latest revision)

As prescribed in 204.7304(c), use the following clause:

SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

(a) Definitions. As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

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“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) Controlled technical information.

(B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government wide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

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“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor’s ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor’s network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor’s ability to provide operationally critical support; and

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(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

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(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable

**26. Product Service Conformity, Safety and Ethical Behavior**

By acceptance of this purchase order the supplier acknowledges their awareness of their contributions to product and service conformity, product safety and ethical behavior listed in A) B) & C) below and shall communicate this information and requirements to all employees within the organization that have an impact on product conformity.

- A) The materials supplied under this purchase order will be used in aerospace products.
- B) The materials supplied under this purchase order have safety impacts on the final products produced.
- C) The materials supplied under this purchase order must be produced at the highest possible standards of responsible, sustainable and socially aware business practice.

REV. DATE	DESCRIPTION OF CHANGE	DCO NUMBER	REV. LEVEL	APPROVAL
8/26/2013	Initial Release	130826-01	A	K. McCall
10/7/2014	Update logo	141007-01	B	K. McCall, C. Le
10/16/2014	Typo correction	141016-02	C	K. McCall, C. Le
8/22/2016	Added a clause #25 to cover FAR 252.204.7012 for cybersecurity.	160822-01	D	K. McCall, C. Le
11/14/2017	Added new T&C #26.	171114-01	E	P. Markland, R. Jones, K. McCall, C. Le

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