

REMARK G94
REVISION 02/21/2003

TERMS & CONDITIONS OF PURCHASE
For
Educational Institutions

REMARK G94 SUPERSEDES REMARK C64

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- 1. **Definitions:** As used throughout this order, the following terms shall have the meanings set forth below.
 - A) "GE" means the General Electric Company or any of its affiliates or subsidiaries.
 - B) "Government" means the United States of America or any department or agency thereof.
 - C) "Prime Contract" means a contract that is defined by a government contract number in the schedule of this order

and

under which this order is made.

- D) "University" means the educational institution contracting to perform the work hereunder. Synonymous with "seller", "supplier", "subcontractor", and "offeror".
- E) "Subcontract", unless provided otherwise in this order, means all contracts placed by the University or lower tier subcontractors for the specific purpose of performing any portion of the work under this order, and includes but is not limited to purchase orders and changes, or modifications thereto.
- F) "FAR" means the Federal Acquisition Regulations.
- G) "FAR Supplement" means authorized supplements to the FAR, including the DOD FAR Supplement (DFARS).

2. Terms and conditions: Either University's written acknowledgement or University's full or partial performance under this order, whichever occurs first, will constitute acceptance of all terms and conditions contained herein. Any acceptance of this purchase order is limited to acceptance of the express terms of the offer set forth in this order. Any proposal for additional or different terms or any attempt by University to vary in any degree any of the terms of this offer in University's acceptance or acknowledgement is hereby objected to and rejected, but such proposal shall not operate as a rejection of this offer unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods and/or services but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by the University without said additional or different terms. If this purchase order shall be deemed an acceptance of a prior offer by University, such acceptance is limited to the express terms set forth in this order. Additional or different terms or any attempt by University to vary in any degree any of the terms of this purchase order shall be deemed material and shall be rejected. However, this purchase order shall not operate as a rejection of the University's offer unless it contains variances in the terms of the description, quantity, price, or delivery schedule of the goods and/or services.

3. Dispute Resolution:

A. Except as specifically provided for in paragraph H below, the parties intend to forsake litigation and resolve with finality any and all disputes arising under or related to this contract exclusively by the process identified in this article. This article shall remain effective in the event that a petition in bankruptcy is filed by or against a party to this contract, or if a party makes an assignment for the benefit of creditors, or if any other insolvency proceeding is commenced against a party.

B. Any and all disputes, controversies or claims arising under or relating to this contract or the breach, termination or invalidation thereof shall upon written notice, be referred to a senior management representative from each of the parties who will confer in good faith to attempt to resolve the matter. The party sending the first written notice (the "initial notice") shall (1) set forth in detail all of its claims or issues in dispute and (2) designate its representative. The other party shall have 5 business days to designate its representative and add any other issues or claims for resolution not identified in the initial notice. The representatives shall have 30 days from the date of the initial notice to resolve the issues identified in the notices. If the representatives are unable to resolve the matter, either party may refer the matter to administered mediation. Such mediation shall be started within 30 days from the date of referral, and the mediation process must be concluded within 30 days from the start date.

C. If the dispute or claim is not fully resolved pursuant to paragraph B, either party may after 90 days, but not later than 120 days from the date of the initial notice, make a written demand for binding arbitration to be administered by the American Arbitration Association (AAA) by one arbitrator in accordance with its commercial arbitration rules and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. A party's failure to make a timely demand for arbitration shall result in the forfeiture of all the claims and issues that party identified in its written notice.

D. The arbitration proceedings shall be conducted in Cincinnati, Ohio, and the contract shall be interpreted and applied in accordance with the laws of the state under which the educational institution is chartered without regard to that state's choice of law provisions. Each party will be permitted to take the deposition of one individual, limited to no longer than four hours. No other discovery shall be conducted except by the written agreement of both parties. All fees and expenses of the arbitration shall be shared equally by the parties. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrator shall have no authority to award punitive or other damages beyond the prevailing party's actual damages and shall not, in any event, make any ruling, finding, or award that does not conform to the terms and conditions of the contract. The arbitration award shall be in writing and shall specify the factual and legal basis for the award. Any appeal of the award shall be brought in a court of general jurisdiction located in Cincinnati, OH.

E. Either party may at any time, without inconsistency with this contract, seek from a court of general jurisdiction located in Cincinnati, OH, any equitable, interim or provisional relief only to avoid irreparable injury.

F. The parties intend all statements made and documents provided or exchanged in connection with this

dispute resolution process to be confidential and neither party shall disclose the existence or content of the dispute or claim, or the results of any dispute resolution process, to third parties other than outside counsel, except with the prior written consent of the other party or pursuant to legal process.

G. The parties may by written mutual consent agree to dates and times other than those set forth in this article.

H. The provisions of this article shall not modify or displace the procedures specified in article 24, Termination.

In addition, this article shall not apply to and will not bar litigation regarding any claims related to a party's proprietary or intellectual property rights.

4. Packaging Requirements: University shall be responsible for packing and packaging necessary to withstand transportation hazards and for preparing shipments in accordance with the instructions furnished by GE. See Requirement E12 for specific requirements where applicable.

5. Transportation: Unless otherwise stipulated on the face of this order, goods covered by this order shall be shipped "F.O.B. University's facility." Transportation charges on goods delivered FOB destination must be prepaid. No charges for unauthorized transportation will be allowed. Any unauthorized shipment which will result in excess transportation charges must be fully prepaid by University. GE carries insurance on all material for which it accepts risk of loss while such material is in transit; therefore, University shall not declare any value on such material shipped via any carrier. University shall release rail or truck shipments at the lowest released valuation permitted in the governing tariff or classification. If University does not comply with the stated delivery schedule, GE may, in addition to any other right which GE may have, require delivery by fastest way and charges resulting from this mode of transportation must be fully prepaid and absorbed by the University.

6. Delay and Non-Performance: In the event University for any reason anticipates any difficulty in complying with the required delivery date, or in meeting any of the other requirements of this order, including without limitation, failure or inability to perform the Statement of Work, University shall promptly notify GE in writing. If University is unable to remedy its non-performance to GE's satisfaction within thirty (30) days, University shall be considered in default. In the event of default,, GE reserves the right, without liability to GE, and in addition to its other rights and remedies provided at law or in equity, upon giving University written notice, to terminate this order. In lieu of termination, GE may require University to provide adequate assurance of performance, including, but not limited to, the institution of special controls regarding the protection of GE's proprietary information.

7. GE's Property:

A. All tools, tool drawings, materials, drawings, computer software, documents or data of every description furnished to University by GE or to the extent specifically paid for by GE, shall be and remain the personal property of GE, and, unless otherwise agreed to in writing by GE shall be used by University solely to render services or provide products to GE. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by University as being the property of General Electric, and shall be safely stored separate and apart from University's property. University shall not substitute any property for GE's property and shall not use such property except in filling GE's orders. Such property while in University's custody or control shall be held at University's risk and shall be insured by University for replacement cost. Such property shall be subject to removal at GE's written request, in which event University shall prepare such property for shipment and shall deliver it as directed by GE in the same condition as originally received by University, reasonable wear and tear excepted, all at University's expense. At the end of the applicable program, GE, in its absolute discretion, may transfer ownership of certain property to University, taking due account of all available tax credits or other tax benefits. The foregoing shall not be deemed to affect the rights, if any, of the U.S. government in any such property or to grant any rights to GE in conflict with DFARS 252.227-7013, Rights in Technical Data Noncommercial Items, DFARS 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or DFARS 252.27-7015 Technical Data-Commercial Items.

B. GE hereby grants University a license to use the drawings, specifications, computer software, and other data (hereinafter collectively referred to as "data") furnished or paid for by GE hereunder for the sole purpose of performing this order for GE. All data is the property of GE and shall not be used, disclosed to others or reproduced for any purpose; provided; however, University may provide data furnished or paid for by GE hereunder to University's contractors for the sole purpose of enabling University's contractors to assist University in performing this order for GE and on condition that University's contractors agree in writing for GE's benefit to the terms of Articles 7 ("GE's Property") and 8 ("Intellectual Property") hereof, and University informs GE promptly of the identity of such contractors.

C. GE shall have the right to audit all pertinent books and records of University, and to make reasonable inspections of University's facilities to verify compliance with section 7B above.

8. Intellectual Property:

A. Patent Rights:

(i) If this order is a contract for experimental, development or research work, University hereby assigns and agrees to assign to GE any inventions conceived and/or reduced to practice in the course of this order and University also agrees to assign to GE any patents issuing thereon. University further agrees to provide reasonable assistance to GE, at GE's expense, for securing patents on such inventions. University shall be responsible for assuring that its employees, staff and students have signed appropriate agreements capable of securing such rights to GE. Any compensation due to University's employees or students in connection with any invention shall be paid solely by the University.

(ii) If the work being done hereunder is pursuant to a contract with the U.S. Government which contains provisions regarding retention of intellectual property rights of the University, University shall retain ownership of inventions and University hereby grants and agrees to grant to GE an irrevocable, fully paid license under any patents covering inventions conceived and/or reduced to practice in the course of this order, to make, have made, use and sell such inventions with the right to extend such license to GE's customers, including the U.S. Government, and to any of GE's licensees or co-producers of GE products.

B. Copyright: If this order is a contract which calls for the delivery of original works of authorship, University agrees to assign and does hereby assign to GE ownership, including copyright, in all such works, irrespective of the media of expression, and all such works shall belong exclusively to GE. GE may obtain and hold in its own name copyrights, registrations, and other protection that may be available in such works and University shall provide any assistance (at GE's expense) required to perfect such protection.

C. Confidential & Proprietary Information:

(i) "Confidential or Proprietary Information" means documented information, including, but not limited to: drawings; plans; product, process and equipment specifications; operation and control instructions; quality control processes and process control data; test methods and reports and purchase specifications, marked as specified herein below, and which relates to work to be done by University under this Agreement.

(ii) All Confidential or Proprietary Information disclosed under this Agreement:

- a) in tangible form shall be clearly identified at the time of disclosure as being Confidential or Proprietary Information by an appropriate and conspicuous marking;
- b) in intangible form (e.g., oral or visual) shall be identified as being Confidential or Proprietary Information at the time of disclosure, and shall be confirmed as such in writing to the Receiving Party within thirty (30) days after such disclosure;
- c) by electronic transmission (including, but not limited to, facsimile, electronic mail and the like) in either human readable or machine readable form shall be clearly identified at the time of disclosure as being Confidential or Proprietary Information by an appropriate and conspicuous electronic marking within the electronic transmission, such marking to be displayed in human readable form along with any display of the Confidential or Proprietary Information;
- d) by delivery of an electronic storage medium or memory device shall be clearly identified at the time of disclosure as being Confidential or Proprietary Information by an appropriate and conspicuous marking on the storage medium or memory device itself and by an appropriate and conspicuous electronic marking of the stored Confidential or Proprietary Information, such marking to be displayed in human readable form along with any display of the Confidential or Proprietary Information.

(iii) The rights and obligations of the Parties with respect to Confidential or Proprietary Information shall be defined exclusively by the terms of the present Agreement irrespective of the language of a particular legend.

(iv) With respect to the Disclosing Party's Confidential or Proprietary Information, the Receiving Party shall protect such Confidential or Proprietary Information from unauthorized use or unauthorized or accidental disclosure by the exercise of the same degree of care as it employs to protect its own information of a like nature, but not less than reasonable care. Confidential or Proprietary Information may not be disclosed to any third party without the express written consent of the Disclosing Party. Copies or reproductions, in whole or in part, of Confidential or Proprietary Information or documents which incorporate Confidential or Proprietary Information must be marked by the Receiving Party according to Paragraph (ii).

(v) Confidential or Proprietary Information disclosed under this Agreement shall be used by the Receiving Party solely for work as specified in this Agreement or Statements of Work issued pursuant to this Agreement.

(vi) Information shall not be considered to be Confidential or Proprietary Information, and the Receiving Party shall not be liable for the use and disclosure thereof, if such information:

- a) was in the public domain at the time of disclosure, or thereafter comes into the public domain through no fault of the Receiving Party; or
- b) is otherwise available to the Receiving Party without restrictions on use and disclosure similar to those in this Agreement; or
- c) is independently developed by the Receiving Party as evidenced by written records.

(vii) The Receiving Party shall have a duty to protect the Confidential or Proprietary Information of the Disclosing Party for a period of ten (10) years after termination of this Agreement, or until receipt of a written release of Confidential or Proprietary Information by the Disclosing Party, whichever first occurs. Termination of this Agreement shall not affect the rights or obligations under this paragraph (vii).

(viii) Neither Party has an obligation to disclose Confidential or Proprietary Information hereunder. The Disclosing Party represents and warrants that it has the right to disclose the Confidential or Proprietary Information which it discloses under this Agreement.

(ix) Notwithstanding anything to the contrary in this Agreement, any Confidential or Proprietary Information or data disclosed to or received by GE under this Agreement may be disclosed by GE, for purposes of paragraph (v), to any: GE parent, affiliate, subsidiary, or joint venture participant, (as presently or hereafter constituted) and their directors, officers, agents and employees; engineering service provider; or consultant to GE or any of the foregoing entities; provided such entities, persons, service providers or consultants are subject to obligations of confidentiality.

(x) Except as provided under Paragraph (v), neither the execution of this Agreement, nor the disclosure of any Confidential or Proprietary Information by one Party hereunder, shall be construed as granting to the other Party either a license (expressly, by implication, estoppel, or otherwise) under, or any right of ownership in, such Confidential or Proprietary Information or in any invention, patent or patent application, or copyright now or hereafter owned or controlled by the Disclosing Party.

9. Changes: GE at any time shall have the right to make changes in the order. Any such change which has a significant impact shall entitle either University or GE to an equitable adjustment. However, no additional charge will be allowed unless authorized by GE's written amendment to this order. Information, such as technical direction or guidance provided to University by representatives of GE in connection with the University's performance of this order, shall not be construed either as a change within the meaning of this provision or as direction to proceed outside the scope of this order

10. Assignment: Any attempted assignment of this order or any license or other right or interest therein, including without limitation, rights in any proprietary information identified in Article 7 hereto, without advance written consent of GE, shall be void.

11. Work on GE's or Its Customer's Premises: If University's work under this order involves operations by University on the premises of GE or one of its customers, University shall comply with all of GE's safety and security procedures and shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work, and except to the extent that any such injury is due to GE's or its customer's negligence, as the case may be, shall indemnify GE, to the extent permitted by applicable law, against all losses and costs which may result in any way from any act or omission of the University, its agents, employees, or subcontractors, and University shall maintain such public liability, property damage and employees liability and compensation insurance as will protect GE from said risks and from any claims under any applicable workers' compensation and occupational disease acts.

12. Inspection: All goods and/or services performed hereunder shall be subject to the inspection and acceptance of an engineer or manager designated by GE and shall be in strict accordance with the requirements of the statement of work or contract documents. If any inspection or acceptance is made on the premises of the University, University, without additional charge, shall provide all reasonable facilities and assistance for the safety and the convenience of GE's representatives in the performance of their duties. Inspections and acceptance on the premises of the University shall be performed in such a manner as not to unduly delay the work.

13. Principal Investigator: The research will be supervised by University's Principal Investigator specified on the purchase order or such other document specified in the purchase order authorizing work under this Agreement. If for any reason the Principal Investigator is unable to continue to serve as Principal Investigator or the Principal Investigator does not conduct the investigations based on commonly accepted rules of scientific research and a successor acceptable to both University and GE is not available, and the situation cannot be remedied to GE's satisfaction, this Agreement may be terminated by GE for default as provided herein.

14. Qualified Personnel: University agrees to use only qualified personnel in the performances of the service required by this agreement and all services must be of first class quality.

15. Record Retention Requirements: University shall maintain during the course of the applicable program ,and for four (4) years following termination of the program, purchase order files for supplies, equipment, material, or services including supporting documentation and back-up files including, but not limited to, invoices and memoranda, e.g., memoranda of negotiations showing the principal elements of price negotiations.

16. State Sales Tax: For goods delivered into the states of Ohio, Kentucky, Massachusetts, North Carolina, Vermont, New Hampshire and New Mexico, the following state sales and use Tax ID numbers are applicable:

Ohio	DPP# 98-000-604	Kentucky	39001
Massachusetts	FEIN 14-0689340	North Carolina	DPP# 457
Vermont	450-111045841	New Hampshire	NO SALES TAX
New Mexico	01-107698-00-4		

The states of North Carolina and Ohio have issued the direct payment permits indicated above. GE agrees to maintain adequate records of all purchases and pay tax on all taxable items directly to the treasurer of the respective states.

In the event of a conflict between this article and any other provision of this order, this article shall prevail.

17. Release of Information: No public release of information regarding this order shall be made without the prior written approval of GE. University agrees not to publicly present, publish, authorize or commission the publication of any information or materials concerning this order or containing any references to GE for five (5) years following completion of the services without the prior written approval of GE, which shall not be unreasonably withheld, provided that University may include GE's trade name and research project title in published listings of research sponsors. Any use of the GE monogram is strictly prohibited. GE's written approval, if granted, will be subject to any "acknowledgement of sponsorship" clause in GE's prime contract.

During the term of this Agreement and for five (5) years thereafter, University shall submit any proposed publication regarding the order to GE at least ninety (90) days in advance of publication or planned presentation date, in order to allow GE to review, and remove if necessary, any information which is proprietary to GE. Review of such material shall be completed within ninety (90) days from the receipt of the proposed publication unless GE and University mutually agree to longer period. University agrees to delete identified GE proprietary information from any proposed publication or presentation material unless GE agrees in writing to allow its release. Upon GE's request, University shall delay publication of materials submitted for an additional one (1) year (or longer if mutually agreed upon) to allow for preparation and filing of a patent application.

18. Nondiscrimination in Employment: University will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, physical handicap or national origin. University shall comply with Executive Order 11246, which is incorporated by reference.

19. Patent and Copyright Indemnity: To the extent permitted by applicable law, University shall handle all claims and defend any suit or proceeding brought against GE or its customers so far as based on any claim that the manufacture or furnishing of goods and/or services under this order, or the use (without modification or further combination) or sales of such goods constitutes infringement of any patent or copyright, if notified promptly in writing and given information, assistance and such authority as is afforded by applicable laws; and University shall indemnify and save GE and its customers harmless from and against any expense or liability, including costs, fees and damages, arising out of such claim,

suit or proceeding.

20. Standard Terms of Settlement (STS):

A. Standard. Unless GE chooses the accelerated payment program described in (b) below, GE's standard terms of settlement shall be issuance of payment of the full invoiced amount (not discounted) to University within seventy-five (75) days (meaning within 75 days of the Payment Start Date (as defined in (d) below)). Settlement and invoicing must be paperless, and in a format acceptable to GE. University must provide banking information to establish electronic funds transfer for U.S. suppliers and wire transfer for non-U.S. suppliers.

B. Accelerated Payment Program. GE reserves the right to choose the settlement of invoices with University by using GE's accelerated payment program as follows: University agrees to accept the invoice amount discounted by two percent (2%), in exchange for GE's initiation of payment on the 15th day following the Payment Start Date (as defined in (d) below) ("net 15 less 2 %"). If payment is initiated earlier than such 15th day, the invoice amount may be further discounted to reflect substantially similar economics as "net 15 less 2%".

C. Use of GECF. Funding for accelerated payment of invoices under the GE accelerated payment program will be provided by General Electric Commercial Finance ("GECF"). If GE chooses to settle an invoice pursuant to the accelerated payment program, the following shall occur: (1) title to the Goods that are being delivered shall pass directly to GECF consistent with clause 5 above; (2) once title to the Goods has passed to GECF, GECF will immediately and directly transfer title to GE; and (3) any and all of the University's obligations under this purchase order, including University's representations and warranties, shall extend to and benefit GE as if title passed directly to GE.

D. Payment Start Date. As used in this clause, the "Payment Start Date" shall be:

(1) For receivable material: From the latest of (a) the manufacturing required date as identified on the part schedules report, (b) the material received date as identified in GE's computer system, or (c) the invoice date; and,

(2) For non-receivable material and/or services: From the invoice date; invoices for services must be dated no earlier than the last day of the period of time during which services that are the subject of the invoice were provided.

21. Export Regulations: Each party shall be responsible for obtaining any necessary import licenses, export licenses, or other governmental authorizations required in connection with any disclosure by it under this Agreement, including disclosure to foreign nationals located within a facility of a party hereto, as the case may be. Furnishing of information shall be subject to prior receipt of all necessary government approvals. University agrees to comply with all applicable export regulations, including but not limited to the Export Administration Regulations (EAR) and the International Traffic-in-Arms Regulations (ITAR). With respect to defense articles and defense services furnished hereunder, University certifies that it has not paid, offered or agreed to pay, and agrees that it shall not pay, offer or agree to pay, for the purpose of soliciting, promoting or otherwise to secure the sale of defense articles and services to or for the use of the armed forces of an international organization or non-U.S. country, any (i) fees or commissions in excess of \$1,000 or (ii) political contribution (including any gift, rebate or payment of expenses) to a non-U.S. person or entity.

22. Environmental Matters:

A. Hazardous Substances. University warrants that except as specified on the face of the order, none of the chemical substances constituting or contained in the product(s) sold or otherwise transferred to GE under this order are "hazardous substances" as defined in the Comprehensive, Environmental Response, Compensation and Liability Act (CERCLA), and University agrees to supply GE with any and all required material data safety sheets.

B. Asbestos. University agrees to provide products which are free of asbestos unless University has notified GE in advance and has obtained GE's prior written consent to the use of asbestos. University agrees to include this clause in any subcontracts issued hereunder. If University intends to rely upon any drawing which requires or permits the use of asbestos, written notice to, and approval by, the cognizant buyer must be obtained prior to such use.

C. Use of Cadmium. Unless specifically defined as a requirement by GE engineering drawings or specifications, the use of cadmium plating or nickel cadmium plating is strictly prohibited in the performance of services under this order. The use of cadmium plating or nickel cadmium plating is strictly prohibited on all tooling, fixturing, and test equipment that is used for manufacturing, assembly, test, or material handling of the product unless University has notified GE in advance and

has obtained its prior written consent to such use. Approval shall not be granted where there is a potential for University's product to come into contact with titanium containing items.

D. Ozone Depleting Substances("ODS's"). University agrees to comply with the U.S. Clean Air Act amendments of 1990 regarding warning statements on products manufactured with ODS's, products containing ODS's, and containers containing ODS's. The need for warning statements, the specific wording of statements, and the placement of statements shall be in accord with requirements of the U.S. Environmental Protection Agency implementing regulations. Any usage of class I ODS's is subject to evaluation and approval of GE or the U.S. Government. For purchases of materials to be supplied to the U.S. Government, University shall also comply with any labeling requirements arising under the Federal Acquisition Regulation (FAR). University will eliminate the use of class I ODS's to the maximum extent possible. Any usage of class I ODS's which cannot be eliminated is subject to evaluation and approval by GE or the U.S. Government. University will notify GE of any such use of Class I ODS's which cannot be eliminated and will provide GE with any requested information which may be required in order to complete the evaluation and approval of the continued usage.

E. Representations and Warranties. University represents and warrants that it shall perform all activities related to this order in compliance with all applicable federal, state and local environmental, health and safety laws and regulations. University represents and warrants that it will use best efforts to prevent and minimize accidental releases of hazardous substances or constituents to the environment, as well as prevent and minimize risk of endangerment to human health or the environment from any process. University represents and warrants that in the event of a release or spill, it will use best efforts to mitigate actual or potential impacts to the environment or human health.

F. Environmental Claims. University agrees to indemnify, to the extent permitted by applicable law, release, defend and hold harmless GE, its directors, officers, employees, agents, representatives, successors and assigns, whether acting in the course of their employment or otherwise, against any and all suits, actions, or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, damages, costs, expenses, or liabilities resulting from: (1) Death or injury to any person, including officers and employees of University and those of GE, arising out of or in any way connected with University's failure to comply with this article 23, (2) Damage to any property, real or personal, including property of University and that of GE, arising out of or in any way connected with University's failure to comply with this article 22, (3) Any and all pre-existing conditions of real or personal property of University, or (4) Any failure to comply with any federal (including FAR/DFAR clauses), state or local environmental, health, or safety requirements. University agrees to include this clause in any subcontracts issued hereunder.

G. Material Ownership. University and GE agree that at all times prior to delivery and acceptance by GE of the items under this order, all raw materials, wastes and work-in-progress shall remain the property of University, except as otherwise provided herein.

H. Waste Management. University shall be directly and solely responsible for managing all wastes associated with its processes. University shall manage any and all such wastes in compliance with applicable federal, state and local laws and regulations.

I. Waste Disposal Certifications. University agrees to generate and maintain detailed records certifying the proper disposal of all wastes associated with its processes, including wastes generated from the remediation or cleanup of any releases, leaks or spills. Such records will include the names and addresses of any treatment, storage or disposal facility receiving such wastes, the amount of waste received, and the dates of shipment and receipt. University shall maintain all records relating to environmental compliance and waste disposal.

J. Notification of Significant Events:. University agrees to notify GE in writing within five days after learning of any significant event involving any of its processes that may affect University's ability to comply with its obligations under this purchase order, including but not limited to, any spill, leak or release to the environment which also requires notification to a state or federal agency, including, but not limited to: (1) the date of release; (2) the quantity and type of material released; (3) efforts to clean up the material released; and (4) efforts to mitigate impacts from the release. Notices shall be provided to General Electric, Group Environmental Affairs & Safety, One Neumann Way, M/D T165, Cincinnati OH 45215, phone: (513) 672-3982.

K. Hazardous Material Identification. University shall identify hazardous materials contained in items delivered to GE, provide material safety data sheets (MSDS) for such items, and, where applicable, comply with the OSHA Hazard Communication Standard, 29 CFR 1910.1200 ("HAZCOM"). For each such material, identification shall reference the stock or part number of the delivered item. Hazardous materials include, but are not limited to, materials embedded in a delivered product in such a manner as to present a potential for personal injury or harm or property damage in the course of normal use, repair, accidents or disposal. All MSDS forms and hazard warning labels required under this section and HAZCOM shall be provided to General Electric, Group Environmental Affairs & Safety, One Neumann Way, M/D T165, Cincinnati, OH 45215.

L. University Competence. University represents and warrants that it possesses the skills, knowledge and expertise to handle and provide the products and/or services specified herein in a safe and responsible manner, and that all persons,

including any subcontractors, involved in handling any materials processed or provided for under this agreement will be shown any MSDS associated with such materials and be advised of its safe and proper use and handling.

23. Classified Information: Upon completion of work by University under this order, University shall return to GE all classified information furnished by GE in connection herewith, including all reproductions thereof, then in University's possession or control, and University shall surrender classified information or materials developed by University in connection with this order, unless the information has been destroyed or the retention of the information is authorized in writing by GE or the government.

24. Termination:

A. Termination for Convenience:

(i) GE, by written notice, may terminate this order, in whole or in part, when it is in GE's interest to do so. GE shall terminate by delivery to the University of a notice of termination specifying the extent of termination and the effective date. After receipt of a notice of termination, and except as directed by GE, the University shall immediately: (a) stop work as directed in the notice; (b) place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the order; and (c) terminate all subcontracts to the extent they relate to work terminated. After termination, the University shall submit a final termination settlement to GE in the form and in the manner prescribed by GE, and in accordance with applicable portions of subparts 49.1, 49.2 and 49.3 of the Federal Acquisition Regulations (FAR), and the parties shall negotiate a reasonable settlement, including consideration, without limitation, of the University's non-cancelable contracts and commitments, including funding of graduate students and the University's obligation to mitigate damages.

(ii) Termination for the convenience of the government is in accordance with the applicable portion of 52.249-5, with the following changes, in paragraph (C) change a "120 days" to "60 days", in paragraph (D) change "1 year" to "60 days", and delete paragraph (H).

B. Termination for Default:

(i) If GE declares the University in default pursuant to Article 6 herein, GE may immediately terminate this order without liability.

(ii) In the event of any such termination for University's default, University agrees to render full cooperation to GE in order to minimize disruption to GE's program.

(iii) If progress payments have been made under this order, and the order is terminated for default, GE shall have the rights of the U.S. Government set forth in FAR 52.232-16 Progress Payments, including paragraph (h), "Special Terms Regarding Default."

C. Articles 3, 7, 8, 17 and 19 and all of University's indemnity obligations will survive any termination of this order.

25. Engineering Data:

Each Statement of Work related to the applicable program shall specify the content of a complete final report to be provided to GE, at no additional cost to GE, containing all pertinent engineering data, drawings, operating instructions for computer software, and other relevant information resulting from performance by University under this agreement.

26. Gratuities: Any officers, employees or agents of GE, the U.S. Government, or GE's customers, are prohibited from soliciting or accepting entertainment, gifts, gratuities, compensation or favors from University. University shall at all times comply with the requirements of this policy. When University has reasonable grounds to believe that a violation of the gratuity policy by University or GE's representatives may have occurred, University shall promptly report the potential violation to GE by using the University Hot line (1-800-443-3632) or (513-243-6922) or by reporting it in writing. For violation of this clause by University, this order may be terminated in whole or in part. GE may also require University to provide proof that it has implemented internal management controls sufficient to prevent future violations. These rights and remedies of GE are not exclusive and are in addition to any other rights and remedies provided to GE under this order or by law.

27. Access to GE's Computer Systems: Access to GE's computer systems by University's personnel shall include only those persons identified on GE's systems security statement and who have been issued a systems user id. GE reserves the right to, at any time, verify the citizenship status of all University personnel who have access to GE's computer systems. Such access shall be limited by GE to those systems, which in GE's sole discretion, are required for the University's personnel to perform assigned work and shall be valid until such access is revoked or surrendered. Such access shall be surrendered by University's personnel upon GE's request or upon removal or reassignment by University.

28. Citizenship Status: Only U.S. Citizens, permanent resident aliens or those aliens authorized to be employed in the U.S. shall be permitted to work on GE orders. University must notify GE prior to disclosure by University of GE technical data to non-U.S. citizens, or the assignment by University of non-U.S. citizens to the involved work to enable GE to review the technical scope and assure any necessary export authorizations are in place. University certifies to GE that it has verified that each individual assigned to work on any order hereunder is legally entitled to work in the U.S. and has preserved such records as required by the Immigration and Naturalization Service. There may be jobs which require U.S. citizenship because of national security or exposure to classified or export restricted information. In such cases, each such job will be separately identified by GE as requiring U.S. Citizenship.

29. Independent Contractor: University's relationship to GE under this Agreement will be that of an independent contractor and not an agent, joint venturer or partner of GE.

30. Notice: Any notice or other communication required or permitted under this Agreement will be in writing and will be deemed given as of the date it is (a) delivered by hand, or (b) mailed, postage prepaid, first class, certified mail, return receipt requested, to the Party at the address listed below or as subsequently specified in writing, or (c) sent, shipping prepaid, return receipt requested, by national courier service, to the Party at the address specified on the face of the purchase order.

31. Excluded Goods and Services: The United States of America prohibits the importation of goods or services from the following countries: Cuba, Iran, Iraq, Libya, North Korea, territory of Afghanistan controlled by the Taliban, and Yugoslavia (Serbia and Montenegro). No goods or services from the aforementioned prohibited countries may be used directly or indirectly in the design, manufacture, test, or other methods of providing any of the items (whether goods, services, or otherwise) covered by this order. Such list can change from time to time and it is University's responsibility to ensure compliance with such list at all times. Current information can be obtained by accessing the Internet at URL <http://www.treas.gov/ofac/>

Appendix I

When the request for quote, purchase order, purchase agreement indicates that this order relates to a U.S. Government prime contract, this appendix applies.

01. Suspension/Debarment: The University shall provide immediate notice to GE in the event of being suspended, debarred or declared ineligible by any federal agency, or upon receipt of a notice of proposed debarment during the performance of this order.

02. Anti-Kickback: By acceptance of this order, University certifies that it has not paid any kickbacks and is in compliance with the Anti-Kickback Act of 1986, 41 U.S.C. 51-58, and further, University agrees to indemnify GE, to the extent permitted by applicable law, for any costs, liabilities or administrative offsets incurred by GE as a result of violations or alleged violations of FAR 52.203-7, "Anti-Kickback Procedures", by University, its employees, its subcontractors or their employees.

03. Pricing: When costs are a factor in any determination of the price to be paid hereunder, including price adjustments pursuant to the "changes" clause or any other provision of this order, such cost shall be in accordance with part 31 of the FAR and the DFARS in effect under GE's prime contract.

04. Technical Data: University shall indemnify GE, to the extent permitted by applicable law, for any withholdings, claims, damages and expenses resulting from any assertion by the government of its rights under DFARS 252.227-7030, "Technical Data - Withholding of Payment" and DFARS 252.246-7001, "Warranty of Data", and arising in whole or in part out of any failure by University to deliver technical data or any deficiency in said technical data as delivered, including, but not limited to, the presence of restrictive markings thereon not specifically authorized by this order.

05. Price Reduction For Defective Cost Or Pricing Data: (applicable to this order or any modification thereof for which cost or pricing data has been required.) If any price, including profit or fee, negotiated in connection with this order or any modification thereof or any cost reimbursable under this order, including modifications thereof, was increased by any significant sums because:

- A. University furnished cost or pricing data which was not accurate, complete and current as certified in

University's certificate of current cost or pricing data;

B. A subcontractor of University pursuant to the clauses of this order entitled "subcontractor cost or pricing data-- modifications", or any subcontract clause therein required, furnished cost or pricing data which was not accurate, complete and current as certified in University's certificate of current cost or pricing data;

C. A subcontractor or prospective subcontractor of University furnished cost or pricing data which was required to be accurate, complete and current and to be submitted to support a subcontract cost estimate furnished by the subcontractor but which was not accurate, complete and current as of the date certified in the subcontractor's certificate of current cost or pricing data; or

D. If University or its subcontractor, or prospective University or its subcontractor furnished any data, not within (a), (b), or (c) above, which was not accurate, complete, and current as submitted, then the price or cost shall be reduced accordingly and the order shall be modified in writing as may be necessary to reflect such reduction. University agrees to indemnify GE for any costs, liabilities, and expenses resulting from failure of University or any subcontractor or supplier of any tier hereunder, incurred by GE as a result of University's or its subcontractor's defective cost or pricing data.

06. Government Property/Material: All special tooling and special test equipment, the full cost or a substantial portion of which is charged to GE under this order, or is furnished by GE to University for performance under this order, shall be controlled and accounted for in accordance with GE's then current tooling supplement, Remark E21 (formerly GT75t). University shall provide GE with written notice, at least sixty (60) days in advance, of University's intention to acquire or fabricate special test equipment in support of the requirements under this order. If property/material is provided for use on this order (or charged to a cost reimbursement or time and materials order), University shall maintain and administer, in accordance with FAR part 45.5, a program for the utilization, maintenance, protection, preservation and accountability of such property, and University shall comply with all applicable provisions of FAR part 45 regarding the use, control, and responsibility for such government property.

07. Government Facilities: Unless this order authorizes the use of government-owned facilities, University must negotiate the use of government owned facilities used in the manufacture of goods purchased hereunder with the appropriate government agency furnishing government facilities to University. All charges to GE for such use must be concurrently billed as a separate item aside from all other costs. If this order authorizes rent-free use of government facilities, University agrees that it will not directly or indirectly, through overhead charges or otherwise, seek reimbursement under this order for any rental charge paid by the University for the use on other contracts of the facilities referred to herein. Any subcontract hereunder which authorizes the subcontractor to use government facilities on a no-charge basis shall contain a provision to the same effect as stated herein.

08. Direct Shipments to The U.S. Government: If deliveries of goods including data under this order are to be made directly to the government, University agrees to prepare and distribute the DOD form 250, "Material Inspection and Receiving Report", as set forth in part 53 of DFRS, and to enter thereon the price of all Government Furnished Material (GFM) included in items so delivered to the government. The government has agreed that the price of GFM will be made available to University by the government. However, no delivery shall be delayed by reason of failure of the government to furnish such prices to University. University shall include a similar provision in each subcontract hereunder.

9. Procurement Integrity: University agrees to comply with the requirements of section 27 of the "Office of Federal Procurement Policy Act" (41 USC 423), as amended by section 814 of Public Law 101-189, and with the implementing regulations contained in FAR 3.104, and agrees to indemnify GE, to the extent permitted by applicable law, for any costs and liabilities incurred by GE as a result of violations of the act or regulations by University, its employees, its agents, its consultants, or subcontractors, or their employees.

10. Conditional Government Source Inspection: During the performance of this order, University's quality control system, inspection system and manufacturing processes are subject to review, verification and analysis by authorized government representatives. Inspection and release of material covered by this order by a government representative prior to shipment is not required unless University is otherwise notified.

11. Cost Accounting Standards: (Applicable when CAS is incorporated specifically in this order.) University agrees to indemnify GE, to the extent permitted by applicable law, for any costs, liabilities, and other expenses which result from University's failure to comply with an applicable cost accounting standard, or failure to comply with Public Laws 91-379 and 100-679.

Federal Acquisition Regulation (FAR) Clauses

The following clauses set forth in part 52 of the FAR in effect on date of the order are hereby incorporated by reference, to the extent they apply to GE's contract with the government. However, in the event of a conflict between the FAR clauses listed below and GE's prime contract, GE's prime contract shall prevail. Where applicable, the terms "Government", "Contracting Officer", and similar terms shall mean GE, and the term "Contractor" and similar terms shall mean University. Cost and pricing data requirements may vary depending upon the prime contract. The full text of a clause may be accessed electronically at url: <http://farsite.hill.af.mil>

- 52.202-1 Definitions
- 52.203-3 Gratuities
- 52.203-5 Covenant Against Contingent Fees (if order exceeds \$100,000)
- 52.203-6 Restrictions On Subcontractor Sales To The Government (if order exceeds \$100,000)
- 52.203-7 Anti-Kickback Procedures (if order exceeds \$100,000)
- 52.203-10 Price Or Fee Adjustment For Illegal Or Improper Activity
- 52.203-12 Limitation On Payments To Influence Certain Federal Transactions (if order exceeds \$100,000)
- 52.204-2 Security Requirements
- 52.204-4 Printed or Copied Double-Sided on Recycled Paper
- 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (if order exceeds \$25,000)

- 52.211-5 Material Requirements
- 52.211-15 Defense Priority And Allocation Requirements (if DPAS rating indicated on order)
- 52.214-26 Audit And Records-Sealed Bidding (if order exceeds \$500,000)
- 52.214-28 Subcontractor Cost Or Pricing Data--Modifications—Sealed Bidding (if order exceeds \$500,000)
- 52.215-2 Audit And Records-Negotiation (if order exceeds \$100,000)
- 52.215-12 Subcontractor Cost Or Pricing Data (if order exceeds \$500,000)
- 52.215-13 Subcontractor Cost Or Pricing Data--Modifications (if order exceeds \$500,000)
- 52.215-14 Integrity Of Unit Prices (if order exceeds \$100,000)
- 52.215-15 Termination Of Defined Benefit Pension Plans (if order exceeds \$500,000)
- 52.215-18 Reversion Or Adjustment Of Plans For Post Retirement Benefits Other Than Pensions (PRB) (if order exceeds \$500,000)

- 52.215-19 Notification Of Ownership Changes (if cost or pricing data was required)
- 52.215-20 Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data.
- 52.215-21 Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data - Modifications
- 52.219-8 Utilization Of Small, Small Disadvantaged, And Women-Owned Small Business Concerns
- 52.219-9 Small, Small Disadvantaged, And Women-Owned Small Business Subcontracting Plan (if order exceeds \$500,000)

- 52.222-3 Convict Labor
- 52.222-4 Contract Work Hours And Safety Standards Act—Overtime Compensation (if order exceeds \$100,000)
- 52.222-20 Walsh-Healey Public Contracts Act
- 52.222-21 Prohibition of Segregated Facilities (If order exceeds \$10,000)
- 52.222-26 Equal Opportunity (If order exceeds \$10,000)
- 52.222-35 Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era (if order exceeds \$10,000)
- 52.222-36 Affirmative Action For Workers with Disabilities (applies if order exceeds \$10,000)
- 52.222-37 Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era (if order exceeds \$10,000)
- 52.223-3 Hazardous Material Identification And Material Safety Data
- 52.223-14 Toxic Chemical Release Reporting (except paragraph e) (if order exceeds \$100,000). (if required, the supplier agrees to submit the certification contained in FAR 52.223-13.)

- 52.225-1 Buy American Act -- Supplies
- 52.225-5 Buy American Act-Trade Agreements-Balance Of Payments Program
- 52.225-8 Duty-Free Entry (if order identifies supplies to be imported into the U.S.)
- 52.225-13 Restrictions On Certain Foreign Purchases
- 52.225-15 European Community Sanctions For End Products
- 52.227-1 Authorization And Consent And Alternate I (if order exceeds \$100,000)
- 52.227-2 Notice And Assistance Regarding Patent And Copyright Infringement (if order exceeds \$100,000)
- 52.227-9 Refund Of Royalties

52.227-10	Filing Of Patent Applications-Classified Subject Matter
52.227-11	Patent Rights-Retention By The Contractor. (short form) (Applies if this order is for experimental, developmental or research work to be performed by a small business firm or non-profit organization).
52.227-12	Patent Rights-Retention By The Contractor. (long form) (Applies if this order is for experimental, developmental or research work not covered by 52.227-11)
52.227-13	Patent Rights-Acquisition By The Government DFARS
52.228-3	Worker's Compensation Insurance (defense base act)
52.228-4	Worker's Compensation And War-Hazard Insurance Overseas
52.228-5	Insurance - Work On A Government Installation
52.229-3	Federal, State And Local Taxes
52.229-4	Federal, State And Local Taxes (non-competitive contracts)
52.229-5	Taxes - Contracts Performed In US Possessions Or Puerto Rico
52.229-6	Taxes - Foreign Fixed-Price Contracts
52.229-7	Taxes - Fixed-Price Contracts With Foreign Governments
52.230-2	Cost Accounting Standards
52.230-3	Disclosure And Consistency Of Cost Accounting Practices
52.230-5	Cost Accounting Standards – Educational Institution
52.230-6	Administration Of Cost Accounting Standards (if order exceeds \$500,000)
52.232-16	Progress Payments (applies only if specified in order)
52.234-1	Industrial Resources Developed Under Defense Production Act Title III
52.242-15	Stop-Work Order
52.244-5	Competition In Subcontracting
52.244-6	Subcontracts For Commercial Items And Commercial Components
52.245-2	Government Property(fixed-price contracts)
52.245-17	Special Tooling
52.245-18	Special Test Equipment
52.247-1	Commercial Bill Of Lading Notations (applies only where direct shipment to the government is specified)
52.247-63	Preference For US-Flag Air Carriers
52.247-64	Preference For Privately Owned Us-Flag Commercial Vessels (if order exceeds \$100,000)
52.248-1	Value Engineering (if order exceeds \$100,000)
52.249-14	Excusable Delays

DOD FAR Supplement (DFARS) Clauses

252.203-7001	Special Prohibition On Employment (if order exceeds \$100,000)
252.204-7000	Disclosure Of Information
252.208-7000	Intent To Furnish Precious Metals As Government- Furnished Property
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty (if order exceeds \$100,000)
252.211-7000	Acquisition Streamlining (if order exceeds \$1,000,000)
252.215-7000	Pricing Adjustments
252.219-7003	Small, Small Disadvantaged, And Woman Owned Small Business Subcontracting Plan (DOD contracts)
252.225-7001	Buy American Act And Balance Of Payments Program
252.225-7002	Qualifying Country Sources As Subcontractors
252.225-7007	Buy American Act-Trade Agreements-Balance Of Payments Program
252.225-7009	Duty-Free Entry - Qualifying Country Supplies (end products and components)
252.225-7010	Duty-Free Entry--Additional Provisions
252.225-7014	Preference For Domestic Specialty Metals (With Alt I)
252.225-7015	Preference For Domestic Hand Or Measuring Tools
252.225-7016	Restriction On Acquisition Of Ball And Roller Bearings
252.225-7021	Trade Agreements
252.225-7022	Restriction On Acquisition Of Polyacrylonitrile (PAN) Based Carbon Fiber
252.225-7025	Restriction On Acquisition Of Forgings
252.225-7026	Reporting Of Contract Performance Outside The United States (if order exceeds \$100,000)
252.225-7027	Restriction On Contingent Fees For Foreign Military Sales
252.225-7028	Exclusionary Policies And Practices Of Foreign Governments

252.225-7030 Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate
252.225-7032 Waiver Of United Kingdom Levies (if order with a United Kingdom firm \$1,000,000)
252.225-7036 Buy American Act-North American Free Trade Agreement Implementation Act-Balance Of Payments Program
252.225-7037 Duty-Free Entry - Eligible End Products
252.227-7013 Rights In Technical Data -Noncommercial Items
252.227-7014 Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation
252.227-7015 Technical Data-Commercial Items
252.227-7016 Rights In Bid Or Proposal Information
252.227-7017 Identification And Assertion Of Use, Release, Or Disclosure Restrictions
252.227-7018 Rights In Noncommercial Technical Data And Computer Software--Small Business Innovative Research (SBIR) Program
252.227-7019 Validation Of Asserted Restrictions-Computer Software
252.227-7020 Rights In Special Works
252.227-7021 Rights In Data--Existing Works
252.227-7025 Limitations On The Use Or Disclosure Of Government- Furnished Information Marked With Restrictive Legends
252.227-7026 Deferred Delivery Of Technical Data Or Computer Software (if delivery of technical data is required)
252.227-7027 Deferred Ordering Of Technical Data Or Computer Software (if delivery of technical data is required)
252.227-7028 Technical Data Or Computer Software Previously Delivered To The Government
252.227-7030 Technical Data - Withholding Of Payment
252.227-7032 Rights In Technical Data And Computer Software (Foreign)
252.227-7036 Declaration Of Technical Data Conformity
252.227-7037 Validation Of Restrictive Markings On Technical Data
252.227-7039 Patents--Reporting Of Subject Inventions
252.231-7000 Supplemental Cost Principles
252.232-7003 Flexible Progress Payments (applies only if specified in order)
252.232-7004 DOD Progress Payment Rates (applies only if specified in order)
252.234-7001 Earned Value Management System (applies only if specified in order)
252.235-7003 Frequency Authorization
252.242-7005 Cost/Schedule Status Report (applies only if 252.234-7001 applies)
252.243-7001 Pricing Of Contract Modifications
252.244-7000 Subcontracts For Commercial Items And Commercial Components(DOD Contracts)
252.246-7001 Warranty Of Data (if order requires technical data)
252.247-7023 Transportation Of Supplies By Sea (if order exceeds \$100,000)
252.247-7024 Notification Of Transportation Of Supplies By Sea
252.249-7002 Notification Of Proposed Program Termination Or Reduction (If order exceeds \$100,000)
252.249-7034 Patents—Subcontracts

If an order is placed under a National Aeronautics And Space Administration (NASA) prime contract, the following NASA FAR supplement clauses apply:

18-52.204-76 Security Requirements For Unclassified Automated Information Resources
18-52.208-81 Restrictions On Printing And Duplicating
18-52.219-74 Use Of Rural Area Small Businesses
18-52.219-75 Small Business And Small Disadvantaged Business Subcontracting Reporting
18-52.223-70 Safety And Health (applies to orders in excess of \$1,000,000 or that involve use of hazardous materials or operations)
18-52.227-11 Patent Rights-Retention By The Contractor (short form)
18-52.227-14 Rights In Data - General
18-52.227-70 New Technology (does not apply to small business firm or nonprofit organization. See 52.227-11)
18-52.227-71 Requests For Waiver Of Rights To Inventions
18-52.227-72 Designation Of New Technology And Patent Representative
18-52.2 27-85 Invention Reporting And Rights - Foreign

18-52.242-73 NASA Contractor Financial Management Reporting
18-52.244-70 Geographic Participation In The Aerospace Program (Applies to orders of \$100,000 or more)
18-52.245-73 Financial Reporting Of NASA Property In The Custody Of Contractors

Appendix II
International Orders

If University is located outside of the United States, the preceding terms and conditions are modified as follows:

1. Article 3, "Dispute Resolution" is deleted and replaced with the following:
"Dispute Resolution. This order shall be interpreted in accordance with the laws of the state of New York, U.S.A. without regard to New York's choice of law provisions. Except as otherwise provided, the United Nations Convention on Contracts for the International Sale of Goods is not applicable to this order. All disputes arising in connection with this order shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall be held in New York City and any arbitrator's award shall not exceed actual compensatory damages."
2. Article 18, "Nondiscrimination in Employment", is deleted.
3. English Language. Except as the parties may otherwise agree, this order, data, notices, shipping invoices, correspondence and other writings shall be written in the English language. In the event of any inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.
4. Article 5, "Transportation", is deleted and replaced with the following:
"Transportation. Goods covered by this contract shall be shipped in accordance with ICC Incoterms, 2000 edition. The applicable shipping and delivery Incoterms will be specified on the face of this order. No charges for unauthorized transportation will be allowed. Any unauthorized shipment which will result in excess transportation charges must be fully prepaid by the University. If University does not comply with the stated delivery schedule, GE may, in addition to any other rights which GE may have under this order, require delivery by fastest way and charges resulting from this mode of transportation must be fully prepaid and absorbed by the University."
5. Importer of Record.
 - A. University agrees to be the importer of record into University's country for any importation under this order. When University is importer of record, University agrees that GE will not be a party to the importation of the goods; that the transaction(s) represented by this order will be consummated subsequent to importation; that University will neither cause nor permit GE's name to be shown as "importer of record" on any customs declaration; and that, if the goods must be returned to University, University agrees to be U.S. exporter and to comply with all applicable export regulations.
 - B. If GE is the importer of record, University shall ship the goods to the port of entry as advised by GE and show proper broker notification on all shipping waybills. Any additional transportation or clearance charges incurred by GE due to non-adherence to this clause will be the responsibility of University.
 - C. Regardless of which party is the importer of record, University's shipping cartons and documentation must meet all U.S. customs country of origin marking and invoicing requirements. University will be responsible for any fines or liabilities resulting from insufficient, improper or negligent invoicing or marking of shipments.
6. U.S. Exporter. If University is the U.S. exporter for any U.S. origin bailed or purchased material required by University to complete this order, University shall be responsible for obtaining any required export license, authorizing a U.S. freight forwarder, and complying with U.S. export administration regulations/international traffic-in-arms regulations. If the University requests GE to export the materials, GE shall be responsible for procuring the export license, utilizing its duly authorized freight forwarder, and complying with U.S. export administration regulations/International Traffic-in-Arms Regulations.
7. Drawback. If University is an importer of record, upon request and where applicable, University will provide GE Customs Form 7543 entitled "Certificate of Delivery" properly executed.

8. Compliance with Laws.
- A. University shall comply with the laws and regulations of all jurisdictions to which it is subject. University shall not procure goods or services pursuant to this contract from any source, either directly or indirectly, that does not comply with the laws and regulations of the jurisdictions to which such sources are subject. Such laws and regulations include, but are not limited to, laws and regulations related to (1) environment health and safety, (2) workers' rights, and (3) indentured, forced, prison, or child labor. If University violates any laws or regulations, or if one or more of University's sources violates laws or regulations, University shall indemnify GE, to the extent permitted by applicable law, and GE shall have the right to immediately terminate the contract for default of the University and University shall be entitled to no further compensation.
- B. No indentured, forced or prison labor (including indentured, forced or prison child labor) may be used in performance of services under this contract by University or any of its subcontractors. If such labor is determined to have been used in the performance of services hereunder, GE shall be indemnified by University to the extent permitted by applicable law and shall have the right to immediately terminate the contract without further compensation to the University.

9. TSCA warranty. Regardless of which party is the importer of record, University will be responsible for complying with the import restrictions contained in Section 13 of the Toxic Substance Control Act (TSCA) 15 U.S.C. 2601 et seq., Providing the appropriate TSCA certification required under 19 CFR 12.121, and any fines or liabilities resulting from breaches of this section.

10. Article 28, "Citizenship Status", is deleted and replaced with the following: For data export purposes, only citizens of the country in which the University is located shall be permitted to work on GE orders without prior written approval from GE. University shall preserve such records as required by local laws and regulations regarding the citizenship status of University's employees and/or students.

11. Intellectual Property and Export Licenses: In connection with the performance of any work under this purchase order, University, at its own cost, shall be responsible for: (1) determining whether, and the extent to which, any foreign or U.S. Government-funded intellectual property that was not provided by GE will be used; (2) if any such foreign or U.S. Government-funded intellectual property will be used, obtaining, on behalf of GE, a license under which the foreign or U.S. Government shall grant to GE the unlimited right to use such intellectual property; (3) determining whether, and the extent to which, export licenses are required for export of all deliverables, whether tangible or intangible, under this purchase order from University's country to GE; (4) obtaining the required export license.

All of GE's obligations under this purchase order are conditional upon the issuance of intellectual property and/or export licenses by the foreign or U.S. Government granting GE the right to use such foreign or U.S. Government-funded intellectual property and/or to export from University's country all deliverables, whether tangible or intangible under this purchase order.

12. Appendix I. The following clauses are not applicable to international suppliers when work is performed outside the U.S. and its possessions:

52.211-15 (applies to rated subcontracts placed with U.S. suppliers)

52.219-9	52.222-26	52.229-3
52.222-3	52.222-35	52.229-4
52.222-4	52.222-36	52.229-5
52.222-20	52.222-37	252.219-7003
52.223-2		

Appendix III

Supplementary terms and conditions for cost reimbursement orders. When the request for quote, purchase order, purchase agreement or part schedules report indicate that this order relates to a U.S. Government prime contract, the FAR, DFARS and NASA clauses apply.

1. Inspection and Nonconformance. Inspection shall be accomplished in accordance with FAR 52.246-8, Inspection Of

Research And Development--Cost Reimbursement.

2. Terms of Settlement. Clause 20, Standard Terms of Settlement, is supplemented by the following: "If this is a cost type purchase order, the frequency of invoicing shall be as stated in the body of this order, and unless otherwise stated, shall not be more frequent than once each thirty (30) calendar days. Invoices will be processed for payment in accordance with GE's standard terms of settlement. Payment will require approval of the invoice by the cognizant engineer." Fixed price orders remain subject to clause 20, Standard Terms of Settlement.

3. Modified articles.

A. Article 9, Changes, is deleted and replaced with FAR 52.243-2, Alt v., Changes - Cost Reimbursement.

B. Article 24, Termination, is modified to add a reference to FAR 52.249-6, Termination (cost reimbursement) with the following changes: deletes paragraphs (e) and (j); in paragraph (d) change "120 days" to "60 days" and in paragraph (f) change "1 year" to "60 days."

4. The following clauses apply:

FAR

52.216-7 Allowable Cost And Payment

52.216-8 Fixed Fee

52.216-10 Incentive Fee

52.232-20 Limitation Of Cost

52.242-1 Notice Of Intent To Disallow Costs

52.242-15 Stop Work Order (With Alt I)

52.249-14 Excusable Delays

52.222-2 Payment For Overtime Premiums (If Order Exceeds \$100,000)

52.228-7 Insurance-Liability To Third Persons

52.232-22 Limitation Of Funds

52.245-5 Government Property (cost reimbursement, time-and-material, or labor hour contracts): "government property" shall mean property of the buyer or government under this clause. Paragraph (g) is rewritten in its entirety to read "risk of loss. While in subcontractors custody or control, subcontractor assumes all risk for loss of or damage to property furnished by buyer or the government and all property furnished by buyer or the government and to property where the buyer or the government acquired title by virtue of this order."