

FLOW-DOWN CLAUSES APPLICABLE TO part of the terms and conditions of this purchase (the
and at CFR Part 200. The full text of the DoDGARs may be found
not listed provisions apply to this transaction. Clauses that are
use to flow down additional clauses when necessary to satisfy WSU's
applicable clauses to lower-tier subcontractors. In the event of any
to the O the most stringent requirements of the clauses will
be a complete list of Seller's requirements.

1. **Remedies for Non-Compliance.** If Seller fails to comply with any Applicable Laws, as that term is defined herein, WSU may, at its discretion, impose additional conditions upon Seller including but not limiting to temporarily withholding cash payments pending correction of the deficiency, disallowing all or part of the cost of the activity or action not in compliance, requiring payments as reimbursements rather than advance payments, withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period; requiring additional, more detailed financial reports; requiring additional project monitoring; requiring Seller to obtain technical or management assistance; or establishing additional prior approvals. In the alternative, and in its sole discretion, WSU may terminate, in whole or in part, the Order and/or avail itself of any other remedies that may be legally available. The term "Applicable Laws" means all applicable federal, state, and local laws, ordinances, and regulations, including but not limited to the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 Code of Federal Regulations §200 et seq. and implemented by the DoD at 2 CFR part 1104 "Interim Grants and Cooperative Agreements Implementation of Guidance in 2 CFR part 200" (79 FR 76047, December 19, 2014, as amended at 85 FR 49506, August 13, 2020) any of the following occur: (a) Seller becomes insolvent or unable to pay its debts as they become due; (b) Seller ceases to provide the goods or services being purchased under this Order without the prior written consent of WSU; (c) Seller fails to make progress or meet a schedule of performance of this Order; or (d) if Seller is in breach of this Order, Seller fails to cure such breach within five (5) business days of receipt of notice of such breach.
 - c. **Procedures Upon Termination.** Upon termination of this Order, Seller shall immediately on the terminated portion of the Order; (b) Seller shall provide all subcontractors and subawards) related to the termination of this Order in the circumstances precluding stoppage of work; (d) continue to provide the goods and services until terminated; (e) take any action necessary to protect property in Seller's possession; (f) notify the University of any legal proceedings related to the termination arising out of the termination; and (h) dispose of terminated property. Seller shall be reimbursed for allowable costs and non-cancelable obligations incurred and shall furnish all necessary data, deliverables, and financial records through the date of termination.

3.

is prevented from carrying out its obligations hereunder (the "Affected Party"): (i) notifies the other party (the "Non-Affected Party") immediately of any Force Majeure Event, and (ii) uses its reasonable best efforts to mitigate and remedy the adverse effects of such a Force Majeure Event. In the event said Force Majeure Event persists for longer than thirty (30) days, WSU shall have the option to terminate this Order and/or the affected SOW, without penalty.

4. **Allowable Costs.** If this order involves a cost-type contract, Seller must comply with the provisions set forth under 2 CFR 1128, Appendix C applicable to Seller's specific entity type.
5. **Audit; Access to Records.** Vendor shall comply with the audit requirements of 2 CFR 200, Subpart F Audit Requirements and shall comply with the requirements appropriate for the type of entity receiving the award. To the extent that the Order exceeds the simplified acquisition threshold, Seller shall allow WSU, the Department of Defense

of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of Seller's noncompliance with the nondiscrimination clauses of this Order or with any of the said rules, regulations, or orders, this Order may be canceled, terminated, or suspended in whole or in part and Seller may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

involves construction and/or other purposes that involve the employment of mechanics or laborers, Seller shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Seller shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

11. **Intellectual Property Rights.** Provisions relating to intellectual property rights are set forth in Exhibit A-1 (Intellectual Property Rights), which is attached hereto and incorporated as if fully set forth herein. Regardless of Seller's selection below, the provisions in Exhibit A-1 apply in any situation where the Order results in the creation (or further development) of technical data, computer software, copyrightable materials, and/or inventions.

Seller has reviewed the scope of works/services to be performed underneath the Order and states the following as it relates to intellectual property rights: (Seller to check the appropriate box below) --

Seller represents and warrants that the scope of works/service

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity

**EXHIBIT A-1
INTELLECTUAL PROPERTY RIGHTS**

1. RESERVED