

**Henry M. Jackson Foundation  
General Purchasing Standard Terms and Conditions  
Supplement 3 – Flowdown Clauses for Grants and Cooperative Agreements that are Subject to OMB Uniform  
Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

- A. When the materials or products furnished are for use in connection with a U.S. Government assistance agreement (the “Assistance Agreement”), in addition to the HJF General Purchasing Standard Terms and Conditions, the following provisions found in 2 C.F.R. Part 200, Appendix II shall apply. All applicable clauses shall be flowed down to all lower-tier subcontractors. The effective version of each provision shall be the same version as that which appears in HJF’s Assistance Agreement under which this Purchase Order is a subcontract. In the event of a conflict between these provisions and the General Purchasing Standard Terms and Conditions, these provisions shall control.
- B. The following clauses set forth in OMB Uniform Guidance, Appendix II in effect as of the date of HJF’s Assistance Agreement are incorporated herein by reference. It is intended that the referenced clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as subcontractor to HJF, to ensure Seller meets its obligations to HJF and to the United States Government, and to enable HJF to meet its obligations under its federal prime Assistance Agreement. In all a clauses listed below, the term “Order” shall mean “Purchase Order” and “Contractor” shall mean “Seller.
1. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, for any Order that meets the definition of if the Order meets the definition of a federally assisted constructed contract in 41 C.F.R. 60-1.3, Seller agrees to comply with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
  2. **DAVIS-BACON ACT, as amended (40 U.S.C. §§3141-3144 and 3146-3148)**—If the Order is in excess of \$2000 and pertains to construction or repair, or if required by Federal program legislation, Seller shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, Seller is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Seller shall be required to pay wages not less than once a week.
  3. **COPELAND “ANTI-KICKBACK” ACT (18 U.S.C. §874 and 40 U.S.C §3145)**—If the Order is in excess of \$2000 and pertains to construction or repair, Seller shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. §874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Buildings or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides in part that Seller shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

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- 4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)**—Where applicable, all contracts in excess of \$100,000 involving the employment of mechanics or laborers shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- 5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**—If the Order is for the performance of experimental, developmental, or research work, Seller shall provide for the rights of the Federal Government and HJF in any resulting invention in accordance with 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 6. CLEAN AIR ACT (42 U.S.C. 7401 et. seq.) and FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et. seq.), as amended**—For Orders in excess of \$150,000, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Water Pollution Control Act, as amended. Violations must be reported to the HJF Contracting Officer and the Regional Office of the Environmental Protection Agency.
- 7. DEBARMENT AND SUSPENSION (E.O.s 12549 AND 12689)**—Seller represents and warrants that it is not listed on the General Services Administration’s List of Parties Excluded from Federal Procurement and Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the name of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the Order exceeds the small purchase threshold, Seller shall provide to HJF the required certification regarding its exclusion status and that of its principal employees.
- 8. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**—If the Order is for \$100,000 or more, Seller and its subcontractors shall file the certification required by this statute and associated regulations. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to HJF.

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**9. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (2 CFR § 200.216)** – Funds paid under this agreement may not be used to procure or obtain equipment, services, or systems that use Covered Telecommunications Equipment or Services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered Telecommunications Equipment or Services” means (1) telecommunications equipment or services produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) video surveillance and telecommunications equipment or services produced or provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); and (iii) telecommunications or video surveillance equipment or services produced or provided by an entity reasonably believed to be an entity owned or controlled by, or otherwise connected to the People’s Republic of China.

**10. PREFERENCE FOR U.S. PROCUREMENTS (2 CFR § 200.322)** – As appropriate and to the extent consistent with law, Seller shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), to the extent practicable under this agreement.