

**CONTRACT NO. HHSO100200700036C (RETROFIT)**  
**FLOW DOWN REQUIREMENTS FOR**  
**COMMERCIAL ITEM CONTRACTS**

**A. INCORPORATION OF FAR CLAUSES**

The Federal Acquisition Regulation (FAR) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were stated in full text, and are applicable, including any notes following the clause citation, to this Contract. The Contract Disputes Act, 41 U.S.C. § 601, *et seq.*, shall have no application to this Contract. Any reference to “Disputes” or a “Disputes clause” shall mean the disputes provisions of this Contract.

**B. GOVERNMENT SUBCONTRACT**

This Contract is entered into by the parties in support of a U.S. Government contract.

As used in the FAR clauses and other clauses incorporated by reference below and otherwise in this Contract:

1. “Commercial Item” means a Commercial Item as defined in FAR § 2.101.
2. “Contract” means this contract.
3. “Contracting Officer” shall mean the U.S. Government Contracting Officer for MEDIMMUNE’s government prime contract under which this Contract is entered.
4. “Contractor” and “OFFEROR” means the SELLER, as defined in this Contract, acting as the immediate (first tier) subcontractor to MEDIMMUNE.
5. “Prime Contract” means the Contract between MEDIMMUNE and the U.S. Government or between MEDIMMUNE and its higher-tier contractor who has a contract with the U.S. Government.
6. “Subcontract” means any contract placed by the contractor or lower-tier subcontractors under this Contract.

**C. NOTES**

1. Substitute “MEDIMMUNE” for “Government” or “United States” throughout this clause.

2. Substitute “MEDIMMUNE Procurement Representative” for “Contracting Officer”, “Administrative Contracting Officer”, and “ACO” throughout this clause.

**D. PRESERVATION OF THE GOVERNMENT’S RIGHTS**

If MEDIMMUNE furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that MEDIMMUNE, acting on its own behalf, may modify or limit any rights the Government may have to authorize the Contractor’s use of such Furnished Items in support of other U. S. Government prime contracts.

**E. CLAUSES INCORPORATED BY REFERENCE**

The following clauses from the Federal Acquisition Regulation (FAR) are hereby incorporated in the Contract by reference and shall have the same force and effect as if set forth in full text. The Seller hereby acknowledges that is has in its possession or is otherwise familiar with all of the referenced clauses incorporated herein by reference and agrees to perform this Contract in accordance with the provisions of such referenced clauses and the other provisions of this Contract. The full text of the referenced clauses may be accessed electronically at various Internet sites, including <http://www.arnet.gov>.

**1. The following FAR clauses apply to this Contract:**

- |           |   |
|-----------|---|
| 52.215-20 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) (Note 2 applies.)                 |
| 52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 1997) (Note 2 applies.) |
| 52.222-21 | Prohibition of Segregated Facilities (Feb 1999)   |
| 52.222-26 | Equal Opportunity (Mar 2007) (Paragraphs (b)(1)-(11) apply.)  |
| 52.222-41 | Service Contract Act of 1965 (Dec 2004) (Applies if subcontract is subject to the Service Contract Act.)                          |

- 52.225-13 Restrictions on Certain Foreign Purchases (Feb 2006)
- 52.244-6 Subcontracts for Commercial Items (Mar 2007)
- 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels (Feb 2006)

2. **The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$10,000:**

- 52.222-36 Affirmative Action for Workers with Disabilities (June 1998)

3. **The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$100,000.**

- 52.219-8 Utilization of Small Business Concerns (May 2004)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)
- 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)

4. **The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$500,000:**

- 52.219-9 Small Business Subcontracting Plan (Sep 2006) (Applicable if the Contractor is not a small business. Note 2 is applicable to paragraph (c) only. The Contractor's subcontracting plan is incorporated herein by reference.)

5. **The following FAR clauses apply to this Contract as indicated:**

- 52.225-1 Buy American Act-Supplies (Jun 2003) (Applicable if the Work contains other than domestic components. Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph (c).)

**F. ADDITIONAL CLAUSES**

1. Release of Information. The Contractor shall not release any reports, manuscripts, press releases, abstracts or any other information, or confirmation or denial of same regarding this Contract, without the prior written approval of MEDIMMUNE.
2. Prohibition on Contractor Involvement with Terrorist Activities. The Contractor acknowledges that U.S. Executive Orders and Laws, including but not limited to Executive Order 13224 and Public Law 107-56, prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor to ensure compliance with these Executive Orders and Laws. This clause must be included in all subcontracts issued under this Contract.