

CONTRACT NO. HHSO100201200012I
FLOWDOWN REQUIREMENTS FOR
STOCKPILING CONTRACT

A. 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.

B. INCORPORATION OF FAR & HHSAR CLAUSES

The Federal Acquisition Regulation (FAR) and Department of Human Health Services Acquisition Regulation (HHS) 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. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. 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.

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.
3. Insert "and MEDIMMUNE" after "Government" throughout this clause.
4. Insert "or MEDIMMUNE" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to the Contractor to/from the Contracting Officer shall be through MEDIMMUNE.
6. Insert "and MEDIMMUNE" after "Contracting Officer", throughout the clause.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

Contractor agrees that upon the request of MEDIMMUNE it will negotiate in good faith with MEDIMMUNE relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as MEDIMMUNE may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

E. 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.

F. 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 Subcontractor 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://farsite.hill.af.mil/> and <http://www.amet.gov>.

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

52.204-7	Central Contractor Registration (Apr 2008)
52.211-5	Material Requirements (Aug 2000)
52.215-8	Order of Precedence – Uniform Contract Format (Oct 1997)
52.215-15	Pension Adjustments and Asses Reversions (Oct 2010)
52.215-18	Reversion of Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions (July 2005)
52.215-19	Notification of Ownership Changes (Oct 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications (Oct 2010)
52.216-7	Allowable Cost and Payment (June 2011)
52.216-8	Fixed Fee (June 2011)
52.216-18	Ordering (Oct 1995)
52.216-19	Order Limitations (Oct 1995)
52.216-22	Indefinite Quantity (Oct 1995)
52.222-26	Equal Opportunity (May 2007) [NOT APPLICATION OUTSIDE U.S.]
52.222-2	Payment of Overtime Premium (July 1990)
52.222-3	Convict labor (June 2003)
52.222-19	Child Labor- Cooperation with Authorities and Remedies (July 2010)
52.222-20	Walsh-Healey Public Contracts Act (Oct 2010)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-50	Combating Trafficking in Persons (Feb 2009)
52.222-54	Employment Eligibility Verification (Jan 2009) [over 3K – NOT APPLICABLE OUSIDE U.S.]
52.223-6	Drug-Free Workplace (May 2001)
52.225-5	Trade Agreements (May 2012)
52.225-6	Trade Agreements Certificate (Jan 2005)

- 52.225-13 Restrictions on Certain Foreign Purchases (June 2008)
- 52.227-1 Authorization and Consent, Alternate 1 – Apr 1974 (Dec 2007)
- 52.227-14 Rights in data – General (Alternate II) (Dec 2007)
- 52.229-3 Federal, State and Local Taxes (April 2003)
- 52.244-6 Subcontracts for Commercial Items (Dec 2010)
- 52.245-1 Government Property (Aug 2010)
- 52.246-23 Limitation of Liability (Feb 1997)
- 52.249-2 Termination of Convenience of the Government (Fixed Price) (May 2004)
- 52.249-8 Default (Fixed Price Supply and Service) (April 1984)
- 52.253-1 Computer Generated Forms (Jan 1991)
- 52.222-36 Affirmative Action for Workers with Disabilities (over \$15,000)(Oct 2010) [NOT APPLICABLE WHEN BOTH THE PERFORMANCE OF THE WORK AND THE RECRUITMENT OF THE WORKERS WILL OCCUR OUTSIDE OF THE U.S.]

2. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$30,000:

- 52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)

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

- 52.202-1 Definitions (Jul 2012)
- 52.203-3 Gratuities (Apr 1984)
- 52.203-5 Covenant against Contingent Fees (Apr 1984)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (Sep 2006)
- 52.203-7 Anti-Kickback Procedures (Oct 2010)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)

- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
- 52.204-4 Printed or Copied Double-Sided on Recycled Paper (May 2011)
- 52.215-2 Audit and Records – Negotiation (Oct 2010)
- 52.215-14 Integrity of Unit Prices (Oct 2010)
- 52.219-8 Utilization of Small Business Concerns (Jan 2011) [NOT APPLICABLE OUTSIDE U.S.]
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2010)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of Vietnam Era, and Other Eligible Veterans (sep 20110)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Dec2007)
- 52.232-17 Interest (Oct 2010)

4. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$650,000:

- 52.215-10 Price Reduction and Defective Cost or Pricing Data (over \$700,000) (Aug 2011)
- 52.215-12 Subcontractor Cost or Pricing Data (over \$700,000) (Oct 2010)
- 52.219-9 Small Business Subcontracting Plan (Jan 2011) – [APPLICABLE IF THE CONTRACTOR IS NOT A SMALL BUSINESS]
- 52.219-16 Liquidated Damages – Subcontracting Plan (Oct 1999)
- 52.203-13 Contractor Code of Business Ethics and Conduct (over \$5mIn) (April 2010)
[APPLICABLE IF SUBCONTRACT PERFORMANCE PERIOD IS OVER 120 DAYS]

5. The following HHSAR clauses apply to this Contract

- 352.202-1 Definitions – with Alternate paragraph (h)-Jan 2006 (Jan 2001)
- 352.203-70 Anti-Lobbying (Jan 2006)
- 352.270-4 Protection of Human Subjects (Jan 2006)
- 352.270-5 Care of Laboratory Animals (Jan 2006)