

The Supplier's written acceptance or performance of work under this Purchase Order (hereafter "PO") will constitute acceptance of all Purchase Order Terms & Conditions.

- 1. NAME.** CRDF Global is the legally registered tradename of the U.S. Civilian Research & Development Foundation.
- 2. AUTHORITY OF PURCHASE ORDER REPRESENTATIVE (POR).** The assigned POR maintains the sole authority to interpret, modify or amend any provision of this PO. All financial, administrative and contractual issues should be addressed to the POR. No information, other than that which may be contained in an authorized modification to this PO, issued by the POR, may be considered grounds for deviation from any stipulation of this PO. Performance of the work under this PO may be subject to the technical directions by a CRDF Global staff member. Technical directions are guidance to the Supplier which clarify details, suggest possible lines of inquiry, or otherwise complete the general scope of work. Technical directions must be within the general scope of work and may not alter the scope of work or cause changes of such a nature as to justify an adjustment in the PO ceiling amount.
- 3. NOTICE TO PROCEED.** The Supplier is authorized to commence initial work upon execution of this Purchase Order by both parties. Shipment of goods may not occur until the POR has given written notice to the Supplier approving it. In the event that shipment is affected without written CRDF Global approval, the Supplier may be liable for any tax, duty, storage fee, or other cost incurred due to the Supplier's failure to comply with the provisions of this agreement.

4. ELIGIBLE COSTS.

☐ **FP:** This PO is issued on a Fixed Price basis. The Supplier will be paid a fixed amount based on satisfactory delivery of the goods/services described on the PO Cover Sheet and will not be reimbursed for actual costs incurred, even if in excess of the maximum amounts authorized in this PO.

☐ **FUB:** This PO is issued on a Fixed Unit basis. The Supplier will be paid for each unit delivered in accordance with goods/services described on the PO Cover Sheet. The Supplier will not be reimbursed for actual costs incurred, even if in excess of the maximum amounts authorized in this PO.

☐ **+ Reimbursable:** In addition to the above this PO contains cost-reimbursable budget items, for which the Supplier will be paid only for actual costs incurred. The Supplier is required to maintain supporting documentation for all expenses claimed for reimbursement and may be required to submit this information to CRDF Global upon request.

Any expenses not authorized in this PO must be approved in writing by the POR. The Supplier may not move funds between budget line items without the written consent of the POR.

- 5. INVOICING & PAYMENT.** All invoices must be submitted to CRDF Global via email and contain the following information:

- PO Number
- Unique invoice number and date of invoice
- Supplier name and contact information
- Billing period or period of work performed
- Itemized list of goods/services provided (including item description, item number, quantity, unit cost and total cost)

Invoices will be paid within the Payment Terms identified on the PO Cover Sheet. The payment of each invoice shall be subject to a determination by CRDF Global that the Supplier has provided the applicable goods/services as described in the PO and has otherwise complied with the terms of the PO.

Notwithstanding the foregoing, approval of the Supplier's invoice will not be unreasonably withheld. Unless otherwise specified in the PO, the Supplier shall submit a final invoice for goods/services delivered no later than Forty-Five (45) days after the expiration of the Period of Performance.

- 6. TAXES.** The Supplier acknowledges that it is responsible for complying with all relevant tax reporting and withholding requirements under any and all applicable federal or local laws and regulations. The Supplier is responsible for the payment of any tax that may result from its receipt of funds under this PO. Materials & Equipment provided under CRDF Global awards may be exempt from taxation and customs duties when imported into a recipient country. CRDF Global staff will coordinate any necessary tax-exemption procedures prior to authorizing any shipment of goods to be provided under this PO.
- 7. AUDIT AND ACCESS.** Financial and other records pertinent to this PO shall be retained for a period of not less than three (3) years from the expiration date of this PO. Timely, unrestricted access to PO records will be provided to CRDF, its representatives and Funders, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the Supplier's facilities where PO-related activities are being performed and access to Supplier project personnel. The rights of access in this paragraph are not limited to the required retention period but must last as long as records are retained.
- 8. TERMINATION.** Either party may terminate this PO by providing fifteen (15) days written notice to the other Party. In the event of PO termination, the Supplier will be reimbursed for allowable expenses incurred prior to the receipt of written notice of termination, and any other non-cancellable obligations. Once a PO is terminated, the Supplier will make every effort to receive a full or partial refund for any expenses incurred. If the Supplier does not fulfill its obligations under this agreement or violates any of its provisions, CRDF Global may terminate this PO immediately by giving written notice to the Supplier.
- 9. DISPUTES.** In the event of any disagreement regarding performance under or interpretation of this PO, the Parties shall attempt to reach a negotiated resolution. Prior to initiating a formal dispute resolution process, an executive officer from each party shall in good faith attempt to resolve the disagreement. Until final resolution of any dispute, the Supplier shall diligently proceed with the performance of this PO as directed by CRDF Global. Nothing contained in this PO or in any other document related hereto is intended to or shall have the effect of requiring either party hereto to consider, resort to, participate in, or abide by any arbitration process or mechanism, or any device or arrangement of a nature or intent similar to arbitration.
- 10. APPLICABILITY OF LAW.** This agreement shall be governed and construed in accordance with the law of the Commonwealth of Virginia without regard to its conflicts of law rules.
- 11. DEFECTS AND NONCONFORMING DELIVERABLES.** The Parties recognize that CRDF Global, in its sole discretion, can determine whether a deliverable is defective or nonconforming under the PO. CRDF Global shall exercise this right reasonably. Upon CRDF Global's determination that Supplier has provided a defective or nonconforming deliverable, CRDF Global shall notify Supplier in writing of same and direct Contract to (i) to correct or replace any defective or nonconforming deliverable, at no increase in the approved agreement amount, in accordance with a reasonable delivery schedule as may be agreed upon between Supplier and CRDF Global, provided that CRDF Global may require a reduction in the agreement amount if Supplier fails to meet such delivery schedule; or (ii) repay such portion of the agreement amount as is equitable under the circumstances if CRDF Global elects, in its sole discretion, not to require correction or replacement within thirty (30) days' notice of defects or nonconformance. When tangible deliverables are returned to Supplier, Supplier shall bear the transportation cost from the original point of

delivery to Supplier's location and return to the original point when that point is not Supplier's location. If Supplier fails to perform or act as required in (i) or (ii) and does not cure such failure within a period of ten (10) days after receipt of notice from CRDF Global specifying such failure, CRDF Global shall have the right to replace or correct such deliverables and charge to Supplier the cost incurred by CRDF Global. The rights of this paragraph are in addition to any other rights and remedies provided by law, or under other provisions of this PO.

All goods not in compliance with the specifications of the quotation or proposal upon which this Purchase Order is based or shipped contrary to instructions, or in excess of the quantities specified, or substituted for goods described, or in violation of any statute, ordinance, or administrative order, rule, or regulation, may be rejected by CRDF Global and returned or held at the Supplier's expense and risk. CRDF Global may charge to the Supplier all expenses of inspecting, unpacking, examining, repacking, storing, and reshipping any goods rejected as aforesaid.

- 12. CONFLICTS OF INTEREST.** It is CRDF Global's policy that all Suppliers have a robust conflicts of interest policy that conforms with applicable U.S. Government requirements. Should Supplier have such a policy, it represents and warrants to CRDF Global that it shall adhere to it in performance of this PO. Should Supplier not have such a policy, Supplier agrees to the following:

CRDF Global policy prohibits Suppliers from participating in specific decisions and dealings when a Supplier knows that any of his/her relationships, including those of a member of his/her immediate family, may pose a conflict of interest with respect to a specific CRDF Global transaction; and requires disclosure of any relationships known to a Supplier which are covered by this policy and which may affect improperly a CRDF Global transaction. By signing this agreement, Supplier agrees to abide by the terms of this policy and to disclose any current and future relationships falling within the scope of this policy. Violation of this policy may constitute a material breach of this PO and be grounds for termination for default. Therefore, in accordance with this policy, Supplier will:

- a. Disclose promptly to the POR any relationship of which Supplier has knowledge that pertains to any transaction that may be covered by this policy.
- b. Refrain from participating in decisions to authorize a transaction when involved in a relationship covered by this policy affecting the transaction except:
 - i. To provide information when requested, or
 - ii. To provide information known to Supplier indicating that a proposed or existing transaction could be contrary to this policy.
- c. Refrain from dealing on behalf of CRDF Global with organizations or persons on transactions covered by this policy, except after full disclosure and with the express written authorization of CRDF Global.

Suppliers are expected to monitor their relationships on an ongoing basis and to report any relationships that might violate this policy.

- 13. CONFIDENTIAL INFORMATION.** "Confidential Information" means information not publicly available, the disclosure of which to unauthorized persons would create a substantial risk of harm. Confidential Information may be further identified as "Business Confidential Information" if a person having the information may derive an economic benefit from it or obtain a competitive advantage over those who do not have it. Either Party may designate any information it discloses to the other Party as Confidential Information or Business Confidential Information. During the Term of this agreement and for a period of three (3) years after its termination, information identified in a timely manner as Confidential Information or Business Confidential Information under the agreement will be retained in confidence by the receiving Party. The receiving Party will take all necessary and reasonable precautions to ensure that Confidential or Business Confidential Information of the disclosing Party, its clients, sponsors, funders, members,

directors, officers, staff, applicants, Suppliers and grantees is not disclosed to any unauthorized person, firm or other entity, unless that information:

- a. Was part of the public domain when received or becomes a part of the public domain through no action or lack of action by Supplier.
- b. Prior to disclosure, was already in Supplier's possession and not subject to an obligation of confidence imposed in another relationship.
- c. Subsequent to disclosure, is obtained from a third party who is lawfully in possession of the information and not subject to a contractual relationship to CRDF Global or Supplier with respect to the information.

14. INTELLECTUAL PROPERTY. This Section governs the ownership and disposition of Intellectual Property ("IP") conceived or developed in the performance of this PO. Except when otherwise authorized in writing by CRDF Global, all drawings, specifications, technical data, and other information furnished to Supplier, either by CRDF Global, its funders or awardees, or developed by Supplier or others in connection with the services rendered under this PO are, and will remain, the property of CRDF Global, its funders or awardees, and may not be copied or otherwise reproduced or used in any way except in connection with the PO, or disclosed to third parties or used in any manner detrimental to the interest of CRDF Global, its funders or awardees.

15. LIABILITY. Each party hereby indemnifies and agrees to defend and hold harmless the other, its officers, directors, employees and agents, and their successors and assigns from and against any and all claims, demands, and actions and any liabilities, damages, expenses (including reasonable attorneys' fees and litigation costs) resulting from, arising out of, or related to each party's respective performance of this agreement or the representations or warranties made by the applicable party herein, except if, and to the extent, due to the negligent, willful, or intentional misconduct of either party, its officers, employees or agents. In addition, except as prohibited by applicable law, the parties assume their own respective liability that may be incurred, including attorneys' fees, in defending any action as a result of performance under this agreement to the extent such liability is a result of the party's negligent, willful, or intentional misconduct. In no event shall either party be liable to the other, whether in contract, tort, or otherwise, for special, punitive, incidental, indirect or consequential damages, including, without limitation, lost profits or revenues. The parties' obligations under this section shall survive the termination, for any reason, of this agreement.

16. COMPLIANCE WITH LAW. The Supplier shall be responsible for proper packing, marking, and preparation of documentation to insure compliance with all laws, regulations which govern the manufacture, sale, or delivery of the goods and supplies provided for under this PO including but not limited to those applicable laws and regulations regarding Hazardous and Environmentally Hazardous Materials.

17. SEVERABILITY. Should any provision of this PO be determined to be unlawful by a court of law or adjudicative body with jurisdiction over the parties, the remaining provisions of this PO will continue to remain in force and effect and shall be interpreted so as to best effect the original intentions of the parties.

18. WARRANTY. The Supplier represents and warrants that all services rendered, tasks performed and deliverables provided by Supplier pursuant to this PO shall be performed and prepared in a timely, workmanlike manner and with professional diligence and skill.

19. FORCE MAJEURE. Neither party shall be liable in any way for delays or failure to perform any provision of this PO if such failure is caused by reason of strikes, war, lockouts, pandemics, market shortages of labor or materials, acts of God, interruptions of transportation or communication services, or any other cause, condition or circumstances beyond the control of the parties, including, the changing of any rules, law or

regulation of any government or any bureau or department, or any sovereign act prohibiting performance of a party. The term of this PO will, upon agreement of the parties, be extended by the period of such delay.

- 20. COMPLIANCE WITH APPLICABLE LAWS.** In performing its duties under the PO, the Supplier certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Purchase Order by any U.S. Government department or agency and shall ensure that it strictly complies with all applicable laws and mandatory public policies (including, but not limited to, those relating to corporate operations, taxation, employment and the environment) and shall be solely responsible for all costs, risks and delays resulting from doing so, or the failure to do so. The Supplier must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained. The Supplier shall materially comply with the following federal requirements:

Non-profit organizations: 2 CFR 200: [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

For-profit organizations: 48 CFR Ch.1, Part 31.2: [Contracts with Commercial Organizations](#)

- 21. EXPORT CONTROL & DENIED PARTIES.** The Supplier agrees to observe and conform to, and cause subcontractors, if any, to so observe and conform to, in all material respects, all laws, rules, regulations, orders and requirements of governmental authorities relating to the shipment and acknowledge that, when applicable, they have the responsibility to obtain export licenses, or other export or import authority as may be required, with respect to activities undertaken in connection with delivery of the PO. Under no circumstances shall the Supplier involve in the transaction any entities or organizations (including their subunits or successors) which are subject to U.S. administrative measures pursuant to Title 31 Code of Federal Regulations, Chapter 5 (<http://www.ecfr.gov/>). The foregoing prohibitions include, without limitation: (i) procuring any goods, technology or services, or enter into any agreement for the procurement of any goods, technology or services from; (ii) providing any assistance to or obligating funds for such purpose with; or (iii) importing into the U.S. any goods, technology, or services produced or provided by, any of the entities described in the above regulations or executive orders. In addition, the Supplier must comply with Executive Order 13224 - Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, Or Support Terrorism (<http://www.treasury.gov/resource-center/sanctions/Programs/Documents/terror.pdf>). The Supplier shall cooperate with CRDF Global in supplying any additional information or in complying with any laws, rules, regulations, or procedures which might be required by any governmental authority in order for CRDF Global to comply with and establish the fact that it has observed all requirements of all laws, rules and regulations with respect to this Purchase Order. Failure to strictly adhere to the provisions of this article shall be grounds for immediate termination of this Purchase Order. This substance of this clause shall be included in all subcontracts at every tier.
- 22. FLY AMERICA ACT.** Unless otherwise instructed, in writing, the air transportation of persons and goods under this Purchase Order shall be subject to the provisions of the Fly America Act ([FAR 47.403](#)). The substance of this clause shall be included in all subcontracts and purchase orders at every tier.
- 23. TRANSPORTATION BY SEA.** Unless otherwise instructed, in writing, any goods provided under this Purchase Order transported by sea are subject to the rules and regulations specified under U.S. Federal Acquisition Regulations (FAR) Subpart [47.5](#). The substance of this clause shall be included in all subcontracts and purchase orders at every tier.
- 24. PREFERENCE FOR US GOODS.** The Supplier shall, to the greatest extent practicable, 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). The requirements of this section shall be included in all subcontracts and purchase orders at every tier.

- 25. WHISTLEBLOWER POLICY.** It is the policy of CRDF Global that grantees, vendors and Suppliers are encouraged and expected to report possible violations of laws, rules and regulations, as well as fraudulent or dishonest use or misuse of CRDF Global resources or property, violations of CRDF Global's conflict of interest policy, and other serious misconduct. Reports may be made directly to CRDF Global management (who can be contacted via the main CRDF Global website www.crdfglobal.org, or via the Global Compliance hotline available at <https://crdfglobal.alertline.com/gcs/welcome?locale=en>). All information will be treated confidentially and all complaints will be investigated by CRDF Global management and regularly reported to the Audit Committee of the Board of Directors. CRDF Global will not retaliate, nor will CRDF Global tolerate retaliation by any of its employees, against any grantee, vendor or Supplier who makes a good faith report pursuant to this policy; even if an investigation shows that there has not been a violation.
- 26. INTEGRITY AND ETHICS.** Supplier shall adhere to the highest standards of integrity and ethics. Without prejudice to the generality of the foregoing, Supplier shall ensure that it has not provided or offered, and will not provide or offer, any corrupt, prohibited, or unethical payment or other benefit directly or indirectly to CRDF Global, any government official(s), or any agent or representative of either of the foregoing. Further, Supplier shall take care to avoid creating the appearance of impropriety regarding any corrupt, prohibited, or unethical payment or other benefit. CRDF Global additionally has a zero-tolerance policy for harassment, bullying or other abusive behavior. Any behavior or action in contradiction to the terms and conditions in this section will be considered a material breach of this PO and may be cause for termination for default.
- 27. DATA PROTECTION.** CRDF Global appreciates the importance of safeguarding personal data received from its partners. CRDF Global takes this responsibility seriously and strives to be transparent about why and how personal data is collected and processed. To that end, CRDF Global requires its partners to collect and process personal data in a manner consistent with CRDF Global's practices. Upon request, Supplier may receive a copy of CRDF Global's data privacy policy.
- a. **Definition of Personal Data.** Personal data is information in any format that relates to a living individual who can be directly or indirectly identified by that information (either on its own or when it is combined with other information). Such personal data is also commonly designated as personally identifiable information or "PII."
 - b. Supplier acknowledges that it may be required to collect personal data for the purposes set forth in this PO. If Supplier collects personal data pursuant to this PO, Supplier will not store, copy, analyze, monitor, or otherwise use such personal data except for the purposes set forth in this Agreement and with the individual's informed, prior consent. Supplier will comply fully with all applicable laws, regulations, and government orders relating to the personal data that Supplier receives, or has access to, under this PO. Supplier will otherwise protect personal data and will not use, disclose, or transfer the personal data across national borders, except as necessary to perform under this Agreement or as consented to by the individual in accordance with applicable law. Under no circumstances will Supplier sell, share, or otherwise exchange personal data collected pursuant to this PO for commercial purposes. To ensure protection of personal data, Supplier agrees that CRDF Global may inspect Supplier's internal protocols for handling and storing of personal data, and, if found deficient by CRDF Global, Supplier will reasonably change its practices to CRDF Global's satisfaction.
- 28. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** Supplier is prohibited from obligating or expending funds for covered telecommunications equipment or services to:
- a. Procure or obtain, extend or renew a contract to procure or obtain;
 - b. Enter into a contract (or extend or renew a contract) to procure; or
 - c. Obtain the equipment, services, or systems.

“Covered telecommunications equipment and services” mean any of the following:

- (i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered country.

29. PROHIBITION ON A BYTEDANCE COVERED APPLICATION (52.204-27). The Supplier is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Supplier under this contract, including equipment provided by the Supplier’s employees.

“Covered application” is defined as the following:

- (i) The social networking device TikTok or any successor application or service developed or provided by ByteDance Limited or any entity owned by ByteDance Limited.