



## Section 5 : SERVICE AND SUPPLY CONTRACT CLAUSES

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539. Buyer Service Contractor Guidelines - General (Professional Services) (10/1/96). While performing services on behalf of Buyer under this contract, Seller agrees to abide by the provisions of this clause.

- (a) **Application.** The clauses of this contract pertain to Seller, its employees, and anyone else retained by Seller to perform services on Buyer's behalf.
- (b) **Buyer Code of Ethics.** Unless Seller has equivalent, published standards and has been exempted by Buyer, this contract incorporates as a contractual term a "Code of Ethics." These principles are overriding, and they prevail over any direction to the contrary.
- (c) **Prohibition Against Subcontracting.** Services to be provided under this contract may not be subcontracted or assigned without Buyer's prior written consent.
- (d) **Conflict of Interest Warranty and Representation Restriction.** The "Conflict of Interest Warranty and Representation Restriction" clause of this contract prohibits Seller from using certain current or former U.S. Government officials or advisers on Buyer's behalf without the approval of Buyer. Such persons may be legally restricted in what they can do on Buyer's behalf. If Seller intends to use current or former U.S. Government officials or advisers for performance under this contract, they must complete Buyer's "Conflict of Interest Questionnaire" so that Buyer can develop appropriate performance limitations or determine whether such persons are ineligible under the law to perform under this contract. Additionally, if Seller is providing advice and assistance to Buyer directly in support of Buyer's preparation of a particular bid or proposal to the U.S. Government, the U.S. Government may require Seller to describe its activities and execute an appropriate certificate. Buyer has forms and procedures that Seller must follow in such instance. Please read this clause carefully to ensure any such persons are identified to Buyer. Noncompliance can expose Seller and Buyer to substantial legal liability.
- (e) **Information.** Seller may not, directly or indirectly, solicit, obtain, or use any information from customers, competitors, or others that has not been properly authorized for release to, or use by, Seller or Buyer. Seller is also prohibited from disclosing Buyer confidential information it may acquire in the course of its duties.
- (f) **Business Hospitalities.** Seller must not offer business hospitalities to Buyer's employees, its suppliers, or its customers that they cannot accept. If Seller is not aware of these rules and wishes to extend business hospitalities on Buyer's behalf, Seller must first read and follow Buyer's Manual on Business Hospitalities. Buyer's authorized purchasing representative will provide this manual (tailored for Service Contractors) on request. Seller's signature on this contract is its warranty that it has not made and will not make any payments nor give (directly or indirectly) anything of value to any Buyer employee or agent to improperly influence the award or the administration of this contract.
- (g) **Documenting Services Performed.** Depending on the nature of the work and whether it is charged to a U.S. Government (or other customer) contract, this contract may require Seller to document substantively and contemporaneously the work it performs. Seller's obligations may also include submitting receipts, trip reports, meeting minutes, and memoranda. Rigorous documentation of Seller's work products, when required under this contract, is necessary to ensure that Buyer can fairly recover its costs from its customers, including the U.S. Government. Failure to submit required reports when due may be a breach of contract and can be cause for Buyer to withhold payments from Seller.

(h) Reports of Possible Violations. Seller is expected to report possible violations of this contract or the law (as related to performance of this contract) to Buyer if Seller reasonably believes a violation has occurred.