



LHFCRC-FF, REV 1

FRAUD & FALSIFICATION, PER BWXT NOG, TERMS & CONDITIONS OF PURCHASE

- A. This Order and the activities hereunder are within the jurisdiction of the Department of Energy or the Department of the Navy. Any knowing and willful act to falsify, conceal or alter a material fact, or any false, fraudulent, or fictitious statement or representation in connection with the performance of work under this Order may be punishable in accordance with applicable Federal Statutes.

- B. Seller agrees that all employees engaged in the performance of this purchase order will be, if they have not been previously, informed in writing prior to commencing performance of work under this purchase order that, there is a risk of Federal criminal penalties associated with any falsification, concealment or misrepresentation in connection with work performed under this purchase order. Seller agrees that a signed statement shall be, if it has not been previously, obtained from said employees prior to their commencing performance of work under this purchase order that they have been so informed. Such statements shall be retained by the Seller for at least three years after final payment on this purchase order. An acceptable form for such a statement is substantially as follows: "This company/division/department/branch performs work under contracts which are within the jurisdiction of departments of the United States Government. Some of the work performed under these contracts affects the national security of the United States and the requirements of these contracts are designed to ensure that essential attributes of the work are carefully checked or inspected and that records accurately reflect the results of the work. Any falsification, concealment or alteration of any material fact, or any false, fraudulent or fictitious statement or representation in connection with the work under any contract within the jurisdiction of the Government is not only prohibited by company policy but may also be punishable under Federal Law. Please acknowledge by your signature that you have read and understand the above."

- C. Seller agrees to include the following pre-printed statement on manufacturing work instructions, manufacturing records, inspection, and/or test forms generated by Seller to verify or report the performance of any work in conjunction with the subject order.

Applicable to Orders issued by BWXT NOG

"NOTE: The recording of false, fictitious or fraudulent statements or entries on this document may be punishable as a felony under Federal Statute."

Applicable to Orders issued by NFS

"Knowingly or willfully falsifying or concealing a material fact on this form, or making false, fictitious or fraudulent statements or representations herein could constitute a felony punishable under Federal Statutes."

- D. Seller agrees to include this article, including this paragraph D, in every subcontract or lower-tier purchase order for material, parts or services under this Order. Any inability or unwillingness of lower-tier supplier to comply with this provision shall promptly be documented in writing and provided to, as applicable, BWXT NOG or NFS.