



Supplier Compliance Warranties

This document sets forth the additional terms, conditions, obligations, and warranties that the Supplier must comply with as incorporated by reference in the relevant agreement between the Supplier and HP.

Trade and Logistics

[*HP Trade and Logistics Compliance and Operational Requirements*](#)

Confidential Information

1 Confidential Information

During the Term, either Party may provide or disclose information that is designated as “Confidential Information” (“Discloser”) to the other Party (“Recipient”).

- 1.1 Confidential Information may include, but is not limited to, information or data concerning the Discloser’s products or product plans, business operations, strategies, customers and related business information that is marked as confidential or, if disclosed orally, is memorialized in a writing within ten (10) business days of such disclosure.
- 1.2 HP Confidential Information shall include without limitation, HP’s business plans, roadmaps, volume data, technical data, and HP Specifications, irrespective of any lack of confidentiality marking
- 1.3 The Recipient shall protect, and will ensure its employees and subcontractors protect, such Confidential Information by using the same degree of care (but no less than a reasonable degree of care) to prevent the unauthorized use, dissemination, disclosure or publication of such Confidential Information of a like nature.
- 1.4 The Recipient may disclose the Confidential Information only to those employees and subcontractors who have a need to know and who are under an obligation of confidentiality at least as restrictive as that contained in this section.
- 1.5 Confidential Information of a Party may be used only for the purposes of exercising and fulfilling the Parties’ respective rights and obligations under this Agreement. Each Recipient may reassign its employees who have had access to such Confidential Information. If a Recipient or any of its Affiliates is requested or required by subpoena, court order, or similar process or applicable governmental regulation to disclose any Confidential Information, the Parties agree that the Recipient will provide the Discloser with prompt notice of such request or obligation so that the Discloser may seek an appropriate protective order if it elects to do so.

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1.6 Each Party's obligation under this Section with respect to Confidential Information shall expire three (3) years from the date of disclosure.

1.7 Exclusions

The foregoing confidentiality obligations will not apply to any information that (a) is known by the Recipient prior to disclosure as evidenced by tangible records, (b) was developed by the Recipient prior to disclosure or is subsequently developed independently and without reference to the disclosure, (c) is or becomes publicly available through no fault of the Recipient, (d) is rightfully received from a third party with no duty of confidentiality, (e) is disclosed by the Recipient with the Discloser's written approval or (f) is disclosed under operation of law.

1.8 Existing Confidential Disclosure Agreements

The Parties agree that this Section is intended to supplement any confidential disclosure agreements between the Parties.

Personal Data Use and Protection

1 Definition of Personal Data

"Personal Data" shall mean any information received during the performance of this Agreement related to any identified or identifiable person or legal entity.

2 Processing and Use of Personal Data

2.1 The Supplier may process and use the Personal Data only to perform its obligations under this Agreement and may disclose them only to the Supplier's employees that (a) have a need to know for the performance of such obligations, (b) are bound by confidentiality obligations not less restrictive than those contained in this Agreement, and (c) have access only to the extent needed to perform this agreement.

2.2 The Supplier may use the Personal Data to interact with HP Customers but exclusively in the performance of this Agreement and in accordance with HP's specific instructions relating to its Customers.

2.3 The Supplier may not disclose the Personal Data to any other third party, even for their preservation, nor transfer the Personal Data across national borders without the prior written consent of HP.

3 Security Measures

3.1 The Supplier shall use a reasonable degree of care, in physical, network, and application security to protect Personal Data and comply with other security obligations in this Agreement.



- 3.2 The Supplier shall promptly notify HP if it becomes aware of any actual unauthorized access to Personal Data, and will cooperate with HP in the investigation and response.
- 3.3 The Supplier shall adhere to all applicable personal data protection laws, regulations and rules.
- 3.4 The Supplier shall destroy Personal Data in storage devices promptly upon receipt, in accordance with industry best practices or HP specified methods.

4 Records

- 4.1 Upon request by HP or upon termination or expiration of the Agreement, the Supplier shall deliver to HP any Personal Data in its possession and destroy any copies of Personal Data in the Supplier's files, unless otherwise required under operation of law.

Social and Environmental Responsibility Requirements

Requirements

<http://www.hp.com/hpinfo/globalcitizenship/environment/supplychain/compliance.html>

Environmental/Safety Requirements

- 1 The Supplier will obtain and provide to HP in the format and time period requested the following information relating to the Products, their parts, components and packaging:
 - Identity and quantity of chemical substances contained or used in the manufacturing process;
 - Human health or environmental hazards or risks associated with the chemical substances, including any physicochemical, toxicological, and eco-toxicological testing information;
 - Any precautions necessary for safe use;
 - Intended use and any risk management measures taken or recommended;
 - Any classification, packaging or labeling requirements.
- 2 The Supplier will ensure that each chemical substance contained in Products is on the inventory of chemical substances compiled and published by the United States Environmental Protection Agency pursuant to the Toxic Substances Control Act.
- 3 The Supplier will provide to HP prior to shipment a complete and accurate Material Safety Data Sheet (MSDS) for any Product for which a data sheet is required under Applicable Law or in order for HP to sell Product in any country or market.

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4 If requested by HP in writing, the Supplier will ensure completion of any pre-registrations, registrations or notifications necessary in any country or market for HP to import and/or place on the market the Products or their packaging.

Governmental Compliance

The Supplier will comply with all Applicable Laws, including without limitation those established laws related to the following:

- 1 Executive Order 11246, the Vocational Rehabilitation Act, and the Vietnam Era Veterans' Readjustment Assistance Act.
- 2 Accessibility – The Supplier is in compliance with all applicable laws and regulations governing the accessibility of information technology for people with disabilities. The Supplier will provide HP with information about accessibility features of the Product, as required by HP.
- 3 Procurement Regulations – HP is a commercial corporation that is also a contractor and subcontractor for the U.S. government. All of the Products to be purchased from Supplier by HP pursuant to a subcontract/purchase order in the United States, its territories, possessions, the District of Columbia and the Commonwealth of Puerto Rico are deemed to be “Commercial Items” as defined in Federal Acquisition Regulation (“FAR”) 2.101, Part 12 and 52.202.1 (c). The clauses identified in FAR 52.244-6 are hereby deemed incorporated into this Agreement with respect to all Commercial Items.
- 4 Pursuant to FAR 52.212-5(e) and/or FAR 52.244-6, the Supplier agrees to comply with the following FAR clauses, which are hereby incorporated by reference into this Agreement, with the same force and effect as if they were presented in full:
 - FAR 52.222-26, *Equal Opportunity* (March 2007)
 - FAR 52.219-8, *Utilization of Small Business Concerns* (May 2004)
 - FAR 52.222-39, *Notification of Employee Rights concerning Payment of Union Dues or Fees* (December 2004)
 - FAR 52.222-35, *Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans* (September 2006)
 - FAR 52.222-36, *Affirmative Action for Workers with Disabilities* (June 1998)
 - FAR 52.222-41, *Service Contract Act of 1965* (November 2007)
 - FAR 52.222-50 and 52.222-56, *Ending Trafficking in Persons* (March 2015)

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- FAR 52.222-51, *Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements* (November 2007)
- FAR 52.222-53, *Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements* (November 2007)
- FAR 52.247-64, *Preference for Privately Owned US – Flag Commercial Vessels* (February 2006)
- FAR 52.203-13, *Contractor Code of Business Ethics and Conduct* (December 2008) (applicable if the subcontract/purchase order exceeds \$5,000,000 and has a performance period more than 120 days)

Revision History:

Revision & Date	Brief Description of change
A, 05-Jan-2009	Initial release.
A1, 25-May-2015	Document name has been renamed to “Supplier Compliance Warranties” from Hardware Product Purchase Agreement –Compliance Warranties Minor edits to 7 th bullet in point 4 under Governmental compliance

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