



**PERFORMANCE-BASED PAYMENTS
NOTICES AND CERTIFICATION
FN-005 (05/23)**

Seller hereby certifies to compliance to the following conditions to receiving Performance Based Payments:

1. Seller shall provide the certification on or in each invoice Seller submits to Buyer for a Performance-Based Payment (See Attachment B. below.)
2. Performance-Based Payments are authorized not more frequently than monthly. No request for a Performance-Based Payment shall be made by Seller prior to Seller's successful accomplishment of the event or performance criterion for which payment is requested. Verification by Buyer of successful performance of each event, according to the criteria outlined in the Performance-Based Payments Schedule (Attachment A), is required prior to payment. At Seller hereby certifies none of the events in the Performance-Based Payments Schedule exceeds Seller's costs incurred for that event. Seller shall, at Buyer's request, make accounting books and records available to Buyer or, as negotiated, to a mutually acceptable third party for administration of this requirement.
3. Each Seller invoice requesting Performance-Based Payment(s) shall contain the following:
 - (a) Name and address of Seller
 - (b) Date of Seller's request for Performance-Based Payment
 - (c) Order number (or other identifier) under which Seller's request is made
 - (d) Sufficient information and/or documentation to demonstrate completion of the event or performance as required by the Order that justifies the payment request; and
 - (e) Signed Certification by Seller's Authorized Representative (see Attachment B, below).
4. Performance-Based Payment amounts paid prior to delivery must be liquidated by deducting a percentage from future delivery payments. Buyer will specify the liquidation rate in the Performance-Based Payments Schedule set forth in this Order. The method of liquidation must ensure complete liquidation no later than final payment.
5. Seller shall ensure that title to delivery items is not compromised by other encumbrances. Buyer, in the absence of reason to believe otherwise, shall rely upon Seller's Certification contained in the Performance-Based Payment request.
6. If Buyer becomes aware of any arrangement or condition that would impair Buyer's or the Buyer's Customer's title to the property contained in the Order, Buyer may require additional protective provisions from Seller. The existence of any such encumbrance is a violation of Seller's obligations under the Order, and Buyer may suspend or reduce payments for failure to comply with a material requirement of this Order. In addition, if Seller fails to disclose an existing encumbrance in the Certification, Seller may be in violation of the False Claims Act at 31 U.S.C. 3729.

By my signature below, I certify to the best of my knowledge and belief that Seller complies to all conditions listed above:

Signature of Seller's Authorized Representative

Seller's Firm/Company Name

Printed Name and Title of Seller's Authorized Representative

Address: _____

Date: _____

Purchase Order Number: _____

Telephone: _____

Facsimile: _____

Attachment B: Seller's Certification for Performance-Based Payments

By my signature below, I certify to the best of my knowledge and belief that:

1. This request for Performance-Based Payment is true and correct; this request (and supporting information and attachments) has been prepared from the books and records of Seller in accordance with the Order and the instructions of the Buyer;
2. All payments to Seller's subcontractors and suppliers under the Order have been paid, or will be paid, currently, when due in the ordinary course of business;
3. There are no encumbrances against the property acquired or produced for, and allocated or properly chargeable to, the Order that would affect or impair Buyer's or Buyer's Customer's title;
4. There has been no materially adverse change in the financial condition of the Seller since acceptance of the Order; and
5. After the making of this requested Performance-Based Payment, the amount of all payments for each deliverable item for which Performance-Based Payments have been requested will not exceed any limitation in the Order and Seller has met all of the criteria outlined in the Performance-Based Payments Schedule the amount of all payments under the Order will not exceed any limitation in the Order.

Description of the event(s) or performance supporting the payment request:

Signature of Seller's Authorized Representative

Seller's Firm/Company Name

Printed Name and Title of Seller's Authorized Representative

Address: _____

Date: _____

Purchase Order Number: _____

Telephone: _____

Facsimile: _____