

When the materials or products furnished are for use in connection with a U.S. Government prime contract or subcontract or U.S. Government Department of Defense Prime Contract or subcontract, in addition to the General Provisions, the following provisions shall apply, as required by the terms of the prime contract or by operation of law or regulation. The effective version of each FAR/DFARS provision shall be the same version as that which appears in Buyer's Prime Contract, or higher-tier subcontract under which this Order is a subcontract. In the event of a conflict between these FAR/DFARS provisions and the General Provisions, the FAR/DFARS provisions shall control.

The following clauses set forth in the FAR/DFARS in effect as of the date of the prime contract are incorporated herein by reference. In all clauses listed herein, the terms "Government", "Contracting Officer" and "Contractor" shall be revised to suitably identify the contracting parties herein and effect the proper intent of the provision except where further clarified or modified below. "Subcontractor", however, shall mean "Seller's Subcontractor" under this Agreement.

*Sellers providing commercial items shall only be required to accept the following clauses denoted with an asterisk(s) (Sellers providing non-commercial items shall be required to accept all clauses).

- I. The following clauses will be applicable to the Agreement and all purchase orders issued thereunder:
 - Gratuities 52.203-3
 - Covenant Against Contingent Fees 52.203-5
 - Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity 52.203-8
 - Price or Fee Adjustment for Illegal or Improper Activity 52.203-10
 - Personal Identify Verification of Contractor Personnel 52.204-9
 - Material Requirements 52.211-5
 - *Defense Priority and Allocation Requirements 52.211-15
 - *Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data, with Alt. II, III and IV. 52.215-20
 - Notice to the Government of Labor Disputes 52.222-1
 - Contract Work Hours and Safety Standards Act -- Overtime Compensation 52.222-4
 - Child Labor - Cooperation With Authorities and Remedies 52.222-19
 - *Prohibition of Segregated Facilities 52.222-21
 - *Equal Opportunity 52.222-26
 - *Hazardous Material Identification and Material Safety Data - "Government" means "Government and Buyer" 52.223-3
 - *Notice of Radioactive Materials. 52.223-7
 - *Ozone-Depleting Substances 52.223-11
 - *Restrictions on Certain Foreign Purchases 52.225-13
 - *Patent Rights-Retention by the Contractor (Short Form) 52.227-11
 - *Patent Rights-Retention by the Contractor (Long Form) 52.227-12
 - Insurance-Work on a Government Installation 52.228-5
 - Taxes - Fixed-Price Contracts with Foreign Governments 52.229-7
 - Discounts for Prompt Payment 52.232-8
 - Interest 52.232-17
 - *Protest After Award 52.233-3
 - *Industrial Resources Developed Under Defense Production Act Title III 52.234-1
 - Protection of Government Buildings, Equipment, and Vegetation 52.237-2
 - *Stop-Work Order 52.242-15
 - Government Delay of Work 52.242-17
 - *Changes - Fixed Price 52.243-1
 - Competition in Subcontracting 52.244-5
 - *Subcontracts for Commercial Items 52.244-6
 - *Government Property 52.245-1
 - *Government Property Installation Operation Services 52.245-2
 - *Use and Charges 52.245-9
 - Inspection of Supplies - Fixed-Price 52.246-2
 - Responsibility for Supplies 52.246-16
 - *Preference for U.S.-Flag Air Carriers 52.247-63
 - *Preference for Privately Owned U.S. Flag Commercial Vessels 52.247-64
 - *Termination for Convenience of the Government 52.249-2
 - Termination for Convenience of the Government (Cost Reimbursement contract line items) 52.249-6
 - *Termination for Default 52.249-8

- II. The following clauses will be applicable to the Agreement and all purchase orders issued thereunder for orders over \$10,000 (USD):
 - Walsh-Healy Public Contracts Act 52.222-20
 - *Affirmative Action for Workers with Disabilities 52.222-36

- III. The following clauses will be applicable to the Agreement and all purchase orders issued thereunder for orders over \$25,000 (USD):
- *Equal Opportunity for Special, Disabled Veterans, Vietnam Era Veterans or the Vietnam Era, and Other Eligible Veterans 52.222-35
- IV. The following clauses will be applicable to the Agreement and all purchase orders issued thereunder for orders over \$100,000 (USD):
- *Restrictions on Subcontractor Sales to the Government, with Alt 1 52.203-6
 - Anti-Kickback Procedures (less paragraph (c)(1)) 52.203-7
 - *Limitation on Payments to Influence Certain Federal Transactions 52.203-12
 - Audit and Records - Negotiation 52.215-2
 - Integrity of Unit Prices, with Alt. 1 52.215-14
 - *Utilization of Small Business Concerns 52.219-8
 - *Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans 52.222-37
 - *Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees 52.222-39
 - Toxic Chemic Release Reporting (less paragraph (e)) 52.223-14
 - *Authorization and Consent, with Alt 1 52.227-1
 - *Notice and Assistance Regarding Patent Copyright Infringement 52.227-2
 - *Value Engineering, with Alt. 1 52.248-1
- V. The following clauses will be applicable to the Agreement and all purchase orders issued thereunder for orders over \$550,000 (USD):
- *Small Business Subcontracting Plan (Note to Seller: this clause requirements Adoption of small business subcontracting plan and reporting) 52.219-9
- VI. The following clauses will be applicable to the Agreement and all purchase orders issued thereunder for orders over \$650,000 (USD):
- Pension Adjustments and Asset Reversions 52.215-15
 - Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions 52.215-18
 - Notification of Ownership Changes 52.215-19
- VII. Unless otherwise exempt, the following clauses will be applicable to the Agreement and all purchase orders issued thereunder:
- Price Reduction for Defective Cost or Pricing Data 52.215-10
 - Price Reduction for Defective Cost or Pricing Data-Modifications 52.215-11
 - Subcontractor Cost or Pricing Data 52.215-12
 - Subcontractor Cost or Pricing Data-Modifications 52.215-13
 - *Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data-Modifications, with Alt. II, III and IV. 52.215-21
- VIII. The following clause will be applicable to the Agreement and all purchase orders issued thereunder for orders over \$3,000 (USD) on work performed in the U.S.
- *Employment Eligibility Verification 52.222-54
- IX. Supplier's CAS requirements may be determined in accordance with the Code of Federal Regulations, Title 48, 9903.201-1 - CAS applicability (48 CFR 9903.201-1). Agreements for Suppliers determined to be subject to CAS requirements will include the following clauses:
- Cost Accounting Standards Notices and Certification 52.230-1
 - Cost Accounting Standards 52.230-2
 - Disclosure and Consistency of Cost Accounting Standards 52.230-3
 - Administration of Cost Accounting Standards 52.230-6

Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting Cost Accounting Standards, FAR 52.230-2 and Administration of Cost Accounting Standards, FAR 52.230-6, provided Seller shall not be required to disclose to Buyer such communications containing information which is legally privileged and confidential to the Seller. In addition to any other remedies provided by law or under this Agreement or any Purchase Order, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subjected to any liability as the result of a failure of the Seller or its lower-tier subcontractors to comply with the requirements of FAR 52.230-2, 52.230-3, 52.230-5 or 52.230-6. Paragraph (b) is deleted in each of the foregoing clauses.

- X. Unless exempt, Seller shall submit a FAR Part 15 compliant cost proposal inclusive of appropriate updates throughout the negotiation process. At the conclusion of negotiations, and regardless of any prior certification, Seller must

certify as to the accuracy, currency and completeness of its information in accordance with the FAR required Certificate of Current Cost or Pricing Data.

a. Indemnification

If any price (including profit or fee) negotiated in connection with the prime contract between the Government and the Buyer or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by the Seller in connection with any proposal submitted by the Buyer relating to said contract or in connection with this Agreement or any Purchase Order was not accurate, complete, or current, the Seller shall indemnify the Buyer in the amount of said reduction. The phrase "cost or pricing data" as used herein shall be deemed to include any such data which related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the Seller or which it procured by submission of, in connection with the aforesaid proposal or this Agreement or any Purchase Order in support of its cost estimate. If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Seller shall be liable and shall pay the Buyer at the time such overpayment is repaid: (i) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Seller to the date the Buyer is repaid by the Seller at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and (ii) For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Seller knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.

b. Cost or Pricing Data for Changes

Prior to the pricing of any change or other modification to this Agreement or any Purchase Order which involves increases and/or decreases in costs plus applicable profit expected to exceed the threshold for submission of cost or pricing data in excess of \$650,000, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in Federal Acquisition Regulation 15.406-2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations. When required to obtain cost or pricing data from its subcontractors, pursuant to the provisions of this Agreement or any Purchase Order, Seller shall obtain such data.

XI. The following clauses will be applicable to the Agreement and all purchase orders issued thereunder:

*Disclosure of Information	252.204-7000
*Intent to Furnish Precious Metals as Government-Furnished Material	252.208-7000
*Disclosure of Ownership or Control by the Government of a Terrorist Country	252.209-7001
*Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	252.209-7004
*Item Identification and Valuation	252.211-7003
*Hazard Warning Labels (fill in State where this Agreement or Purchase Order will be performed)	252.223-7001
Safety Precautions for Ammunition and Explosives	252.223-7002
Change in Place of Performance - Ammunition and Explosives	252.223-7003
*Prohibition on Storage and Disposal of Toxic and Hazardous Materials	252.223-7006
Safeguarding Sensitive Conventional Arms, Ammunition and Explosives	252.223-7007
*Buy American Act and Balance of Payments Program	252.225-7001
Qualifying Country Sources as Subcontractors	252.225-7002
Report of Intended Performance Outside the United States and Canada -Submission with Offer	252.225-7003
Preference for Certain Domestic Commodities	252.225-7012
*Duty-Free Entry	252.225-7013
*Preference for Domestic Specialty Metals, with Alt. 1	252.225-7014
Restriction on Acquisition of Ball and Roller Bearings	252.225-7016
*Trade Agreements	252.225-7021
Secondary Arab Boycott of Israel	252.225-7031
Buy American Act - Free Trade Agreements - Balance of Payments Program, with Alt. 1	252.225-7036
Rights in Technical Data - Noncommercial Items	252.227-7013
Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	252.227-7014
*Technical Data - Commercial Items	252.227-7015
*Rights in Bid or Proposal Information	252.227-7016
*Validation of Asserted Restrictions - Computer Software	252.227-7019
Limitation on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends	252.227-7025
Deferred Delivery of Technical Data or Computer Software	252.227-7026
Deferred Ordering of Technical Data or Computer Software	252.227-7027
Technical Data or Computer Software Previously Delivered to the Government	252.227-7028
Technical Data -- Withholding of Payment	252.227-7030
*Patents – Subcontracts	252.227-7034
Validation of Restrictive Markings on Technical Data	252.227-7037
*Patents – Reporting of Subject Inventions	252.227-7039
*Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	252.228-7005

Supplemental Cost Principles	252.231-7000
*Frequency Authorization	252.235-7003
Pricing of Contract Modifications	252.243-7001
*Subcontracts for Commercial Items and Commercial Components	252.244-7000
*Reports of Government Property	252.245-7001
*Transportation of Supplies by Sea	252.247-7023
*Notification of Transportation of Supplies by Sea	252.247-7024
XII. The following clauses will be applicable to the Agreement and all purchase orders issued thereunder for orders over \$100,000 (USD):	
Prohibition on Persons Convicted of Fraud or Other Defense Contract – Related Felonies	252.203-7001
*Notification of Anticipated Contract Terminations or Reductions	252.249-7002
XIII. The following clauses will be applicable to the Agreement and all purchase orders issued thereunder for orders over \$500,000 (USD):	
Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan	252.219-7003
Reporting of Contract Performance Outside the United States (first tier subcontractors only)	252.225-7004
Quarterly Reporting of Actual Contract Performance Outside the United States	252.225-7006
*Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	252.226-7001
XIV. The following clauses will be applicable to the Agreement and all purchase orders issued thereunder for orders over \$650,000 (USD):	
Pricing Adjustments	252.215-7000
XV. The following clauses will be applicable to the Agreement and all purchase orders issued thereunder for orders over \$1,000,000 (USD):	
*Acquisition Streamlining	252.211-7000
XVI. The following program specific clauses will be applicable to the Agreement and all purchase orders issued thereunder:	
*Elimination of Use of Class I Ozone Depleting Substances	5352.223-9000
Health and safety of government installations	5352.223-9001
Visit Request by Foreign Owned or Controlled Firms	5352.227-9002
Contractor Access to Air Force installations	5352.242-9000
Marking of Warranted Items	5352.247-9006
Specification Commercial Packaging	5352.247-9007
*Packaging and marking of hazardous materials	5352.247-9011
Additional over and above work procedures	5352.291-9000
Excess inventory disposition of government property	5352.291-9001
XVII. Disputes (any reference to the "Disputes clause" in any applicable clause contained herein shall mean this paragraph)	
a. Any dispute arising under this Agreement or any Purchase Order relating to any decision of the Contracting Officer under the prime contract shall be resolved in accordance with Paragraph (b) below. All other disputes will be resolved by the Disputes clause or provision in the Agreement.	
b. Notwithstanding any other provisions in this Agreement or any Purchase Order, any decision of the Contracting Officer under the prime contract which binds Buyer shall bind both Buyer and Seller to the extent that it relates to this Agreement or any Purchase Order, provided that: (i) The Buyer notifies with reasonable promptness the Seller of such decision; (ii) The Buyer, at its sole discretion, authorizes in writing the Seller to appeal in the name of the Buyer such decision at its own expense, or (iii) If Buyer should appeal such decision, Buyer at its sole discretion offers to the Seller the opportunity at its own expense to join Buyer in such appeal. Any decision upon such appeal, when final, shall be binding upon the Seller. The Seller shall keep Buyer informed of any appeal it makes by providing copies of all pertinent documents to Buyer. The Seller shall indemnify and save harmless from any and all liability of any kind incurred by or imputed to Buyer under Section 5, "Fraudulent Claims," of the Contract Disputes Act of 1978, as amended, if Seller is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misrepresentation of fact on the part of Seller.	
c. Pending any prosecution, appeal, or final decision or settlement of any dispute arising under this Agreement or any Purchase Order, the Seller shall proceed diligently, as directed by Buyer, with the performance of this Agreement or any Purchase Order.	
d. Nothing in this clause nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgment by Buyer of the validity of Seller's claim or any part thereof, nor be deemed to limit or in any way restrict Buyer from taking any actions, including available remedies, it deems appropriate to protect its own interests.	

- e. As used in this clause, the word "appeal" means an appeal taken under the Contract Disputes Act of 1978, as amended.