

Appendix 'A'

26TH SERIES

STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. Definitions

As used herein "Buyer" means Lockheed Martin Corporation acting through its Aeronautics Material Management Center; "Seller" means the party identified on the face of this purchase order; Except in the term "commercial item" as defined at FAR 2.101 and its plural commercial items, "Items" or "items" means all required articles, materials, supplies and services (singular "Item," or "item," plural "Items," or "items"); "PO" means this purchase order; "Buyer's Authorized Representative" means the person or persons authorized by Buyer to alter, modify or change the provisions of this PO, "Government" means the "Government of the United States of America and those authorized or delegated responsibility to act on its behalf," except where specifically stated to be the government of another country; and "Prime Contract" means the Government contract under which this PO is issued. "Commercial Item,"

3. Variation in Quantity

Items shall not be supplied in excess of quantities specified herein, except for allowed shipping tolerances, if any. Seller shall be liable for handling charges and return shipment costs for any excess quantities; and, unless Seller agrees to pay and does pay such charges and costs within a reasonable time, the over-shipped material will be retained by Buyer at no cost and shall become the property of Buyer.

4. Prices

Unless otherwise specified, prices are F.O.B. origin (Place of Shipment) and shall include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government. The price inyer at nimilar 8 79.1676sac0.1677 c59cnclude all sa

7. Compliance with Laws and Self-Certification

- (a) Seller shall comply with the applicable provisions of all Federal, state, and local laws and ordinances and all lawful orders, rules and regulations promulgated thereunder including without limitation the Arms Export Control Act. **Seller agrees to indemnify Buyer against any loss, cost, damage or liability by reason of Seller's violation of this clause.**
- (b) Seller warrants that each chemical substance constituting or contained in Items sold or otherwise transferred to Buyer hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to The Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.
- (c) Seller shall provide to Buyer with each delivery any Material Safety Data Sheet applicable to the Items and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder.
- (d) **CERTIFICATIONS AND REPRESENTATIONS**

This clause contains certifications and representations that are material representations of fact upon which LOCKHEED MARTIN will rely in making awards to CONTRACTOR. By submitting its written offer, or providing oral offers/quotations at the request of LOCKHEED MARTIN, or accepting any Contract, CONTRACTOR certifies to the representations and certifications as set forth below in this clause. These certifications shall apply whenever these terms and conditions are incorporated by reference in any Contract, agreement, other contractual document

The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions are hereby incorporated by reference in paragraph (b) of this certification.

CONTRACTOR certifies that to the best of its knowledge and belief that on and after December 23, 1989--

- (a) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with a solicitation or order, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, in accordance with its instructions, and
 - (c) CONTRACTOR will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
 - (d) Submission of this certification and disclosure is a prerequisite for making or entering into a contract as imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- (2) **FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.**
- (a) CONTRACTOR certifies that, to the best of its knowledge and belief, that CONTRACTOR and/or any of its Principals, (as defined

(6) FAR 52.223-13 Certification Of

- (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

8. Responsibility for Property

Unless otherwise specified, Seller shall be liable for any loss or destruction of or damage to property of Buyer; and, Seller shall be responsible for returning any such property in as good condition as when received except for reasonable wear and tear and for the utilization of it in accordance with the provisions of this PO. Upon request of Buyer, such property will be delivered to Buyer at Seller's expense. Seller shall promptly notify Buyer if such property is lost, destroyed or damaged. Title thereto shall not be affected by the incorporation or attachment to any property not owned by Buyer, nor shall any such property, or any part thereof; be or become a fixture or lose its identity as personalty by reason of affixation to any realty. All property of Buyer furnished hereunder to Seller shall be used solely in the performance of this PO unless otherwise specified in writing by Buyer.

9. Special Tooling and Test Equipment

Except as may be otherwise provided for in this PO, jigs, dies, fixtures, molds, patterns, special gages, and other items of special tooling (including software) and special test equipment, shall be furnished by and at the expense of Seller. Special tooling and test equipment shall be kept in good condition by Seller and replaced as necessary by Seller, without expense to Buyer. Title to special tooling and test equipment shall remain in Seller, except that Buyer may, at any time, reimburse Seller for the cost of part or of all special tooling and test equipment, and upon payment therefor shall become the sole owner thereof. Buyer shall at all times have unrestricted access to all such tooling, equipment, and information pertinent thereto for purposes of quality control, evaluation and verification. This paragraph shall not apply to special tooling or special test equipment (as those terms are defined in clauses incorporated by reference in clause 36) that is either provided by the Government or is acquired or fabricated for the Government pursuant to the clauses incorporated by reference in clause 36.

10. Use of Data Furnished by Buyer

The information contained in reports, drawings, documents or other records ("Information") which are furnished to Seller by Buyer relative to this PO, to the extent that such information is not in

(1) Subject to subparagraphs (2) through (4), those FAR part 52.227 and

(b) Minimum Rights in Data, Computer Software, and Computer Software Documentation.

Rights in technical data, computer software, and computer software documentation shall be as specified in the clauses incorporated by reference through subparagraph (a) or as specified elsewhere in this PO. If, however, neither the clauses incorporated by reference through subparagraph (a) nor other provisions of this PO address the rights to be provided by Seller as to particular technical data, computer software, or computer software documentation, then such technical data, computer software, and computer software documentation furnished by Seller under this PO shall be, at a minimum, provided with the following rights:

- (1) As to other than commercial items: technical data furnished by Seller under this PO shall be provided with "Unlimited Rights" as that term is defined in DFARS 252.227-7013 (June 1995), which is incorporated in this PO by reference for purposes of this subparagraph(b)(1).
- (2) As to other than commercial computer software, and other than commercial computer software documentation: computer software, and computer software documentation furnished by Seller under this PO shall be provided with "Unlimited Rights" as that term is defined in DFARS 252.227-7014 (June 1995), which is incorporated in this PO by reference for purposes of this subparagraph (b)(2).
- (3) As to commercial items: technical data furnished by Seller under this PO shall be provided with at least the rights set forth in subparagraph (b) of DFARS clause 252.227-7015 (Nov 1995), which is incorporated in this PO by reference for purposes of this subparagraph (b)(3).
- (4) As to commercial computer software, and commercial computer software documentation: commercial computer software and commercial computer software documentation furnished by Seller under this PO shall be, at a minimum, provided with the rights customarily provided to the public.

13. Entry on Buyer's Property; Insurance

- (a) In the event that Seller or Seller's employees, subcontractors, or agents enter onto Buyer's premises for any reason in connection with this PO, Seller and the other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations.
- (b) Seller, and any subcontractors used by Seller in connection with this PO, shall carry Worker's Compensation and Employee's Liability Insurance to cover Seller's and such subcontractors' legal liability on account of accidents to their

respective employees. Seller and its subcontractors shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering the legal liability of Seller and such subcontractors on account of accidents arising out of the operations of Seller or such subcontractors and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At Buyer's request, Seller shall furnish to Buyer certificates from Seller's and/or its subcontractors' insurers showing such coverage in effect and agreeing to give Buyer ten (10) days' prior written notice of cancellation of such coverage. Seller agrees to obtain the insurance coverage listed above whether or not insurance coverage is required elsewhere in this PO.

14. Amendments Required by the Prime Contract

Seller agrees that upon Buyer's request, it will from time to time enter into amendments of this PO to incorporate additional provisions herein or to change the provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the prime contract(s) or with the provisions of amendments to the prime contract(s) under which this PO is issued. If any such amendment to this PO causes an increase or decrease in the cost of this PO, or the time required for performance of this PO, an equitable adjustment shall be made in the price or delivery schedule, or both, in accordance with the provisions of this PO's "Changes" clause.

15. Remedies/Waiver

- (a) The rights and remedies provided herein shall be cumulative and in addition to any other rights and remedies provided at law or in equity.
- (b) Failure by Buyer either to enforce at any time the provisions hereof or to protest at any time any breach or default hereof neither shall be construed as evidence to interpret the requirements of this PO, nor as a waiver of the requirements of such provisions, nor of the right of Buyer thereafter to enforce each and every such provision. Buyer's approval of documents shall not relieve Seller from compliance with specifications related to this PO.

16. Assignment

Seller shall not assign any of its rights under this PO without the prior written consent of Buyer, except that claims for monies due or to become due under this PO may be assigned to a bank, trust company or other financing institution, including any Federal lending agency, by Seller without such consent. Seller shall furnish Buyer with two signed copies of any such assignment. Payment to an assignee of any such claim shall be subject to set-off or recoupment for any present or future claim or claims which Buyer may have against Seller. Buyer may make direct settlements or adjustments in price, or both, with Seller under the terms of this PO notwithstanding

Buyer and authorized representatives of Buyer's customers shall have direct access to all areas of Seller's and Seller's subcontractors' plants where work is being performed in connection with any Item to be delivered under this PO, to review progress and witness testing of such Items. Seller shall include this clause in all of Seller's subcontracts under this PO.

21. Governing Law

This PO shall be construed, interpreted and applied in accordance with the Federal law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals. To the extent that the Federal law of Government contracts is not dispositive, if this PO specifies that the Items furnished hereunder are to be delivered directly to or performed at or on behalf of a specified Buyer facility, the laws, excluding choice of state law rules, of the state where such Buyer's facility is located shall apply. For Items neither delivered directly to nor performed at or on behalf of a specified Buyer facility, t

order are packed in one exterior container, mark each intermediate container with its applicable purchase order number.

- (d) Seller shall properly describe Seller's Less than Truckload shipments in accordance with the National Motor Freight Classification to insure the correct classification rate. Include this PO number on all carrier bills of lading and shipping labels. Combine on the same bill of lading, all shipments consigned to the same Buyer address and ship on the same day. No C.O.D. (Collect on Delivery) shipments will be received by Buyer. There shall be no deviation from these routing instructions unless such deviation is approved prior to shipping by Buyer's Authorized Procurement Representative or Buyer's Traffic Department.
- (e) No material or supplies purchased, manufactured or otherwise acquired for use in the performance of or to be delivered under this PO shall be transported on vessels, aircraft or other carriers leased to or from, owned, operated, or controlled by any prohibited country identified in the International Traffic in Arms Regulations ("ITAR"), 22 CFR 126.

No vessels, aircraft, or other carrier, while carrying any such material or supplies, shall make an enroute stop in any prohibited country identified in the ITAR, 22 CFR 126. Seller shall insert the provisions of this paragraph (e) in all subcontracts hereunder.

24. Public Release of Information

No public release (including, without limitation, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, photographs, films, announcements, discussions, denials or confirmations of same) regarding any part of the subject matter of this PO or any phase of any program hereunder shall be made without the prior written approval of Buyer. Seller agrees that for every instance, if any, where Buyer provides such prior written approval, Seller, in any resulting release, shall include information, if any, provided by Buyer stating which Government agency sponsors or sponsored the related project or effort.

25. Disputes

Except as otherwise provided in this PO, Buyer and Seller shall have the right to redress any dispute arising under or related to this PO, which is not disposed of by agreement, by pursuing any right or remedy which Buyer or Seller, as the case maybe, may have at law, or in equity, or under this PO in any United States court of competent jurisdiction. Pending resolution of any dispute, Seller shall proceed diligently with the performance of work, including the delivery of Items in accordance with Buyer's direction. Upon resolution of any such dispute, this PO shall be equitably adjusted, if necessary, to reflect such resolution.

26. Severability of Provisions

Any provision of this PO that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, and shall be unenforceable in that jurisdiction without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

27. Contractual Commitments

The parties agree that there shall be no adjustment in the price, time for performance or any other provision of this PO unless Buyer's authorized representative shall have issued a written order directing a change hereto.

28. Notification of Changes

(a) Only Buyer's Authorized Representative may direct or redirect Seller's effort hereunder. In the event, however, Seller considers any conduct including any action, inaction, written or oral communication by Buyer or Buyer's customer to constitute a change to this PO, other than a written change order issued by Buyer's Authorized Representative, Seller shall notify Buyer as soon as possible but in no event later than fifteen (15) days from the date Seller identifies the conduct considered to constitute a change to this PO. On the basis of the most accurate information available to Seller, the notice shall state: (1) the date, nature and circumstances of the conduct regarded as a change; (2) the name, function, and activity of each Buyer employee, customer employee and Seller employee involved in or knowledgeable about such conduct; (3) the identification of any documents and the substance of any oral communication involved in such conduct; (4) the particular elements of contract performance which Seller considers to be affected by the conduct, including an estimate of any cost or schedule impact; (5) Seller's estimate of the time by which Buyer must respond to Seller's notice to minimize cost, delay or disruption of performance.

(b) Seller shall take no action in reliance on the conduct considered to constitute a change unless and until Buyer's Authorized Representative issues a written change order covering the conduct in question.

29. Change and Follow-On Proposals

Circumstances may arise during the course of performance under this PO where Buyer may request Seller to submit to Buyer technical and cost proposals relating to (1) anticipated changes or modifications to this PO prior to the implementation of a change or modification under the Changes clause of this PO, or (2) potential follow-on POs for the Items furnished hereunder. In such cases, Seller agrees to furnish to Buyer a technical and/or cost proposal as requested within thirty (30) days of the request. Seller agrees to furnish current information to Buyer in sufficient detail for Buyer to determine price reasonableness and cost realism. Information furnished by

Seller shall be submitted in the manner and in the detail specified in the pricing instructions included in Buyer's request for proposal.

30. Offset/Countertrade Cooperation

Buyer is currently involved in a number of foreign offset/countertrade arrangements in various foreign countries in connection with the sale of Buyer's products to foreign countries. All offset or countertrade credit value resulting from this PO shall accrue solely to the benefit of Buyer for its use on the offset/countertrade program of Buyer's choice. Seller agrees to cooperate with Buyer in the fulfillment of such foreign offset/countertrade obligations which Buyer may have undertaken or may undertake in the future. In the event Seller solicits bids, procures or offers to procure any goods or services relating to the work to be performed under this PO, Buyer shall be entitled, to the exclusion of all others, to all offset credits or other similar benefits which may result from such activity. In addition, Seller agrees to provide to Buyer, at no additional cost, a report every six months during the performance of this PO summarizing by country Seller's lower tier proposal and procurement activity related to this PO.

31. Notification of Debarment/Suspension Status

Seller shall provide immediate notice to Buyer in the event of being suspended, debarred, proposed for debarment or declared ineligible for the award of contracts, by any Federal Agency, during the performance of this PO.

32. Incorporation of Certifications and Representations

All certifications and representations provided by Seller to Buyer in connection with this PO and the solicitation to which this PO relates are incorporated herein by this reference. Seller acknowledges that Buyer has relied on such certifications and representations in making the award of this PO.

33. Lower-Tier Subcontracts

- (a) Notwithstanding any other provision of this PO, Seller shall not procure any of the completed or substantially completed Items described herein from any other party, by subcontract or otherwise, without the prior written consent of Buyer.
- (b) To the maximum practical extent, Seller shall select subcontractors on a competitive basis for work subcontracted in connection with this PO.
- (c) In the event Seller contemplates making an award to a lower-tier subcontractor which is a foreign concern, or a domestic concern where any defense articles or technical data may be disclosed to foreign nationals, Seller shall ensure that all necessary US export licenses are obtained prior to the transfer of any defense

articles or technical data or other information to the prospective lower tier subcontractor.

34. Indemnity/Commercial Items

This clause applies only to the portion, if any, of this PO as is for the purchase of a commercial item(s) as such term - "Commercial item" - is defined at FAR 2.101. In the event Buyer is subject to any liability, damage, or expense, including without limitation Government withholding of payments, due to a finding or determination by the Contracting Officer that an item designated herein as a commercial item is not a commercial item, then **Seller agrees to indemnify and hold Buyer harmless to the full extent of any such liability, damage, or expense resulting in whole or in part from such finding or determination.**

Additionally, in the event of such finding or determination, the clauses of FAR II Part A, DFARS II Part A, and the applicable CAS Appendix (Appendices J, K or L), if any, as is determined to be applicable pursuant to appropriate regulations, shall be applicable as of the effective date of this PO.

35. English Language Requirement

All deliverable documents will be in the English language. An English language speaking person shall be provided during any in plant visits, inspections, reviews, audits, and other similar activities to facilitate communications and ensure mutual understanding.

36. Compliance with Regulations

The following Federal Acquisition Regulation ("FAR") and DoD FAR Supplement ("DFARS") clauses are incorporated herein by reference, subject to the modifications/applications indicated and the following definitions: "Contract" means this PO; "Contractor" means Seller; and "Subcontractor(s)" means Seller's subcontractor(s). Except as may be otherwise specifically set forth herein; (A) the FAR clauses applicable to this PO are those set forth in the (i) FAR I listing for the portion, if any, of this PO, as is issued under a prime contract having an effective date before October 1,1995; and, (ii) FAR II listing for the por

- 52.212-13 **Stop Work Order (AUG 1989)** - “Contracting Officer” and “Government” mean Buyer.
- 52.215-1 **Examination of Records by Comptroller General (FEB 1993)** - If this PO exceeds \$10,000.
- 52.215-2 **Audit - Negotiation (FEB 1993).**
- 52.215-22 **Price Reduction for Defective Cost or Pricing Data (JAN 1991)** - In paragraph (a)(2), “subcontractor” means Seller or Seller's subcontractors, and “Contractor” means Buyer. If Buyer is subject to any liability or expense, including without limitation Government withholding of payments, as the result of: 1) Seller's or its lower-tier subcontractors' submission and/or certification of alleged or actual defective cost or

any preaward or postaward cost determinations will be subject to FAR 31.2. "Government" means Government and Buyer.

52.215-39

Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (FEB 1995) - If this

- 52.222-35 **Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)** - If this PO exceeds \$10,000.
- 52.222-36 **Affirmative Action for Handicapped Workers (APR 1984)** - If this PO exceeds \$2,500.
- 52.222-37

expenditures for the common defense are exempt taxes and duties of the Consortium Countries in which such expenditures are made. In accordance with and subject to the above clause, Seller has not included any allowance for such aforementioned taxes and duties in the PO price. In addition, the PO prices herein contain no allowance for any other taxes or duties applicable to this PO which may be levied or assessed by any governmental agency or taxing authority outside the United States. In the event that Seller or any subcontractor hereunder is required to pay or bear the burden of any other such taxes or duties, the PO price herein shall be correspondingly increased.

- 52.233-3 **Protest After Award (AUG 1989)** - Add "Prime" before "Protest." "Contracting Officer" and "Government" mean Buyer.
- 52.234-1 **Industrial Resources Developed Under Defense Production Act Title III (FEB 1995)** - "Contracting Officer" means Buyer.
- 52.242-12 **Report of Shipment (REPSHIP) (DEC 1989).**
- 52.243-1

52.246-2

Inspection of Supplies - Fixed-Price (JUL 1985) -

- 52.203-6 **Restrictions on Subcontractor Sales to the Government -**
If this PO exceeds \$100,000.
- 52.203-12 **Limitation on Payments to Influence Certain Federal Transactions -** If this PO exceeds \$100,000. Change the beginning of paragraphs c(1) and c(2) to read: "Seller shall file with Buyer a disclosure form...", and "such person" means Seller.
- 52.204-4 **Printing/Copying Double Sided on Recycled Paper.**
- 52.215-2 **Audit & Records -** Applies if this contract exceeds \$100,000 and if (1) this is a cost-reimbursement, incentive, time and materials or price-redeterminable contract, (2) if Seller was required to furnish cost or pricing data, or (3) this contract requires Seller to furnish cost, funding or performance reports. Alternate II applies if Seller is an educational institution or non-profit institution.
- 52.215-22 **Price Reduction for Defective Cost or Pricing Data (OCT 1995) (or, if included in Buyer's prime contract, 52.215-10, Price Reduction for Defective Cost or Pricing Data (OCT 1997)) -** In paragraph (a)(2), "subcontractor" means Seller or Seller's subcontractors, and "Contractor" means Buyer. If Buyer is subject to any liability or expense, including without limitation Government withholding of payments, as the result of: 1) Seller's or its lower-tier subcontractors' submission

EXTENT OF ANY DAMAGE OR EXPENSE RESULTING FROM SUCH ACTION.

- 52.215-23 **Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1995) (or, if included in Buyer's prime contract, 52.215-11, Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)).**
- 52.215-24 **Subcontractor Cost or Pricing Data (OCT 1995) (or, if included in Buyer's prime contract, 52.215-12, Subcontractor Cost or Pricing Data (OCT 1997)).**
- 52.215-25 **Subcontractor Cost or Pricing Data - Modifications (OCT 1995) (or, if included in Buyer's prime contract, 52.215-13, Subcontractor Cost or Pricing Data - Modifications (OCT 1997)).**
- 52.215-26 **Integrity of Unit Prices (OCT 1995), with its Alternate I (APR 1991) (or, if included in Buyer's prime contract 52.215-14, Integrity of Unit Prices (OCT 1997) with its Alternate 1 (OCT 1997)).**
- 52.215-27 **Termination of Defined Benefit Pension** or, if included in Buyer's prime contract **52.215-15, Termination of Defined Benefit Pension (OCT 1997)**, or, if included in Buyer's prime contract, **52.215-15, Pension Adjustments and Asset Reversions. (DEC 1998)** - If this PO requires certified cost or pricing data and any preaward or postaward cost determinations will be subject to 49 Tc0.0Subcontracto Defh0.8731 TFAR

- 52.222-20 **Walsh Healy Public Contracts Act** - If this PO exceeds \$10,000.
- 52.222-37 **Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era** - If this PO is for \$10,000 or more.
- 52.223-2 **Clean Air and Water** - Not applicable to the extent this PO is issued under a Buyer's prime contract dated after 2/25/2000.
- 52.223-14 **Toxic Chemical Release Reporting** – If this PO was awarded on the basis of competition and exceeds \$100,000 including the value of all options. Delete paragraph (e).
- 52.228-5 **Insurance - Work on a Government Installation** - If work is to be performed on a Government installation.
- 52.234-1 **Industrial Resources Developed Under Defense Production Act Title III** - "Contracting Officer" means Buyer.
- 52.237-8 **Restriction on Severance Payments to Foreign Nationals.**
- 52.244-5 **Competition in Subcontracting.**
- 52.246-23

FAR II

TITLE

- subcontracting opportunities, or exceeds \$500,000, or, if included in Buyer's prime contract, **52.219-8, Utilization of Small Business Concerns**. Applicable if this O offers further subcontracting opportunities or exceeds \$100,000.
- 52.219-9 **Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan** - If this PO contains the clause at FAR 52.219-8. "Contracting Officer" means Buyer in the first sentence of paragraph (c), or, if included in Buyer's prime contract, **52.219-9, Small Business Subcontracting Plan**. If this PO contains the clause at 52.219-8 and exceeds \$500,000. "Contracting Officer" means Buyer.
- 52.222-21 **Prohibition of Segregated Facilities.**
- 52.222-26 **Equal Opportunity (APR 1984)**, or, if included in Buyer's prime contract, **52.222-26, Equal Opportunity (FEB 1999)**. Delete paragraph (c).
- 52.222-35 **Affirmative Action for Special Disabled and Vietnam Era Veterans**, or, if included in Buyer's prime contract, **52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (APR 1998)** - If this PO exceeds \$10,000.
- 52.222-36 **Affirmative Action for Handicapped Workers** - If this PO exceeds \$2,500, or, if included in Buyer's prime contract, **52.222-36, "Affirmative action for Workers with Disabilities (JUN 1998)**. If this PO exceeds \$10,000.
- 52.223-3 **Hazardous Material Identification and Material Safety Data** - "Government" means Buyer or the Government.
- 52.223-7 **Notice of Radioactive Materials** - "Government" means the ViaTT2 .82"otr, or Dis-rl S7ioIf this PO

paragraphs (d) and (h). In subparagraph (b)(1) "20 days" is changed to 30 days." In subparagraph (b)(2), replace the fifth word "determines" with "has been notified." Communication/notification required under this clause from/to the Seller to/from the Contracting Officer shall be through Buyer.

- 52.225-11 **Restrictions on Certain Foreign Purchases**, or, if included in Buyer's prime contract, **52.225-13, Restrictions on Certain Foreign Purchases.**
- 52.228-3 **Workers' Compensation Insurance (Defense Base Act)** - If the Defense Base Act applies to this PO.
- 52.229-3 **Federal, State and Local Taxes** - "Government" and "Contracting Officer" mean Buyer.
- 52.229-4 **Federal, State and Local Taxes (Noncompetitive Contract)** - "Government" and "Contracting Officer" mean Buyer except in (a), the excepted tax definition, "Government" means Government.
- 52.229-5 **Taxes - Contracts Performed in U.S. Possessions or Puerto Rico**
- 52.229-6 **Taxes - Foreign Fixed-Price Contracts** - The FAR takes cognizance of the fact that Tax Agreements have been entered into between the United States Government and the Consortium Countries (Belgium, Denmark, the Netherlands and Norway) under which United States expenditures for the common defense are exempt from certain taxes and duties of the Consortium Countries in which such expenditures are made. In accordance with and subject to the above clause, Seller has not included any allowance for such aforementioned taxes and duties in the PO price. In addition, the PO prices herein contain no allowance for any other taxes or duties applicable to this PO which may be levied or assessed by any governmental agency or taxing authority outside the United States. In the event that Seller or any subcontractor hereunder is required to pay or bear the burden of any other such taxes or duties, the PO price herein shall be correspondingly increased.
- 52.242-12 **Report of Shipment (REPSHIP)**
- 52.242-15 **Stop Work Order** - "Contracting Officer" and "Government" mean Buyer.
- 52.243-1 **Changes - Fixed Price** - "Contracting Officer" and "Government" mean Buyer.
- 52.244-6 **Subcontracts for Commercial Items and Commercial Components.**
- 52.245-2 **Government Property (Fixed-Price Contracts)** - "Government" means Buyer except 1) in the terms "Government-furnished property" and "Government property,"

<u>DFARS I</u>	<u>TITLE</u>
252.203-7001	Special Prohibition on Employment (APR 1993) - If this PO exceeds \$25,000. "Contracting Officer" means Buyer.
252.204-7000	Disclosure of Information (DEC 1991) - In paragraph (b) "45 days" is changed to "60 days," and "Contracting Officer" means Buyer.
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (DEC 1991) - If this PO exceeds \$25,000, except if for commercial or commercial-type products.
252.210-7003	Acquisition Streamlining (DEC 1991) - If this PO exceeds \$1,000,000.
252.211-7011	Audit of Contract Modifications - Commercial Items - (MAY 1991) If this PO exceeds \$500,000.
252.215-7000	Pricing Adjustments (DEC 1991)
252.215-7003	Industrial Modernization Incentive Program (DEC 1991) - If Seller is participating in a Government-approved IMIP business agreement.
252.219-7003	Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (MAY 1994) - If this PO contains the clause at FAR 52.219-8.
252.223-7001	Hazard Warning Labels (DEC 1991).
252.223-7002	Safety Precautions for Ammunition and Explosives (MAY 1994) - If this PO involves ammunition or explosives.
252.223-7003	Change in Place of Performance - Ammunition and Explosives (MAY 1991) - "Contracting Officer" means Buyer.
252.223-7005	Hazardous Waste Liability (OCT 1992) - "Contracting Officer" means Buyer. "Government" means Government and Buyer.
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993), with its Alternate I (NOV 1995) - If this PO requires, may require, or permits a subcontractor to treat or dispose of Non-DOD-owned toxic or hazardous materials as defined in the clause. "Government" means Government and Buyer.
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (FEB 1996) - If this PO is for the development, production, manufacture, or purchase of arms, ammunition, and explosives ("AA&E") or when AA&E will be provided to the subcontractor as Government-furnished property. In paragraph (e) add the words "and Buyer" after the word "office."

252.225-7001	Buy American Act and Balance of Payments Program (JAN 1984).
252.225-7002	Qualifying Country Sources as Subcontractors (DEC 1991)
252.225-7007	Trade Agreements Act (JAN 1994).
252.225-7008	Supplies to be Accorded Duty-Free Entry (DEC 1991) - If this PO is for supplies.
252.225-7009	Duty-Free Entry - Qualifying Country End Products and Supplies (DEC 1991) - If this PO is for supplies.
252.225-7010	Duty-Free Entry - Additional Provisions (DEC 1991) - If this PO is for supplies.
252.225-7012	Preference for Certain Domestic Commodities (MAY 1994).
252.225-7014	Preference for Domestic Specialty Metals (DEC 1991), with Alternate I (DEC 1991).
252.225-7015	Preference for Domestic Hand or Measuring Tools (DEC 1991).
252.225-7016	Restriction on Acquisition of Anti-friction Bearings (APR 1993).
252.225-7017	Preference for United States and Canadian Valves and Machine Tools (APR 1995).
252.225-7023	Restriction on Acquisition of Carbonyl Iron Powders (APR 1992).
252.225-7024	Restriction on Acquisition of Night Vision Image Intensifier Tubes and Devices (DEC 1991) - If this PO is for second or third generation night vision intensifier tubes and device. The term "this contract" means this PO.
252.225-7025	Foreign Source Restrictions (APR 1993) - If this PO is for any of this clause's restricted items.
252.225-7026	Reporting of Contract Performance Outside the United States (APR 1993) - If this PO is for over \$100,000, except a PO for commercial items (as defined in DFARS 211.7001), construction, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.
252.225-7027	Limitation on Sales Commissions and Fees (DEC 1991) - Countries listed in the prime contract(s) are incorporated herein by reference.
252.225-7028	Exclusionary Policies and Practices of Foreign Governments (DEC 1991).
252.225-7030	Restriction On Acquisition of Carbon, Alloy, and Armor Steel Plate (OCT 1992).
252.225-7038	Restriction on Acquisition of Aircraft Fuel Cells (FEB 1994) - The term "this contract" means this PO.
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (DEC 1991).
252.231-7000	Supplemental Cost Principles (DEC 1991).

- 252.232-7006 **Reduction or Suspension of Contract Payments Upon Finding of Fraud (AUG 1992)** - To the extent that payments to Buyer are suspended or reduced under this clause due to Seller fraud, Buyer shall suspend or reduce further payments to Seller.
- 252.235-7003 **Frequency Authorization (DEC 1991)** - If this PO requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.
- 252.235-7010

Buyer's prime contract, **252.203-7001, Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies**. Applies if this contract exceeds \$100,000. The terms "contract" "contractor" and "subcontract" are not modified in paragraphs (a) through (d). Paragraph (g) is deleted.

252.209-7000 **Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty** - If this PO exceeds \$50,000 unless specified as \$100,000 elsewhere herein, except if for commercial or commercial-type products.

252.225-7012 **Preference for Certain Domestic Commodities.**

252.225-7014 **Preference for Domestic Specialty Metals, with its Alternate I.**

252.225-7026 **Reporting of Contract Performance Outside the United States** - If this PO is for over \$100,000, except a PO for commercial items (as defined in FAR 2.101), construction, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence, or, if included in Buyer's prime contract, **252.225-7026, Reporting of Contract Performance Outside the United States (MAR 1998)**. If this PO exceeds \$500,000, except is not applicable to a PO for commercial items (as defined in FAR 2.101), construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs) or subsistence.

252.247-7024 **Notification of Transportation of Supplies by Sea.**

DFARS II

TITLE

Part B

Unless otherwise specifically set forth, the clauses listed in this DFARS II, Part B, are applicable to both (i) commercial items, if any, meeting the definition thereof in DFARS 2.101 and designated in this PO as commercial items, and (ii) items, if any, which are other than such commercial items.

252.204-7000 **Disclosure of Information** - In paragraph (b) "45 days" is changed to "60 days," and "Contracting Officer" means Buyer.

252.211-7000 **Acquisition Streamlining** - If this PO exceeds \$1,000,000.

252.215-7000 **Pricing Adjustments.**

252.219-7003 **Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts)**

	(DoD Contracts). Applies if FAR 52.219-9 is included in this contract. Paragraph (g) is deleted.
252.223-7001	Hazard Warning Labels.
252.223-7002	Safety Precautions for Ammunition and Explosives - If this PO involves ammunition or explosives.
252.223-7003	Change in Place of Performance - Ammunition and Explosives - “Contracting Officer” means Buyer.
252.223-7005	Hazardous Waste Liability - “Contracting Officer” means Buyer. “Government” means Government and Buyer. Not applicable to the extent this PO is issued under a Buyer’s prime contract dated after 12/09/98.
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials, with its Alternate I - If this PO requires, may require, or permits a subcontractor to treat or dispose of Non-DOD-owned toxic or hazardous materials as defined in the clause. “Government” means Government and Buyer.
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives - If this PO is for the development, production, manufacture, or purchase of arms, ammunition, and explosives (“AA&E”) or when AA&E will be provided to the subcontractor as Government-furnished property. In paragraph (e) add the words “and Buyer” after the word “office.”
252.225-7001	Buy American Act and Balance of Payments Program.
252.225-7002	Qualifying Country Sources as Subcontractors.
252.225-7007	Trade Agreements Act , or, if included in Buyer’s prime contract, 252.225-7007, Buy American Act – Trade Agreements – Balance of Payments Program.
252.225-7008	Supplies to be Accorded Duty-Free Entry - If this PO is for supplies.
252.225-7009	Duty-Free Entry - Qualifying Country End Products and Supplies - If this PO is for supplies.
252.225-7010	Duty-Free Entry - Additional Provisions - If this PO is for supplies.
252.225-7015	Preference for Domestic Hand or Measuring Tools.
252.225-7016	Restriction on Acquisition of Anti-friction Bearings - Not applicable to the extent this PO is issued under a Buyer’s prime contract dated after 11/15/96.
252.225-7017	Preference for United States and Canadian Valves and Machine Tools (APR 1995).
252.225-7024	Restriction on Acquisition of Night Vision Image Intensifier Tubes and Devices - If this PO is for second or third generation night vision intensifier tubes and device. The term” this contract.”

F41689-94-G-0001
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F08635-96-D-0019
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F33600-95-C-0084
F33600-96-D-0036
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F33657-90-C-2002
F33657-95-C-2005