

**Appendix 'A'**

**27<sup>TH</sup> SERIES**

**STANDARD PURCHASE ORDER TERMS AND CONDITIONS**

1. Definitions

As used herein "Buyer" means Lockheed Martin Corporation acting through its Lockheed Martin Aeronautics Company; "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

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 other fees imposed by any government. The price includes all charges for boxing, packing, crating, drayage, storage, dunnage, and bundling. Seller warrants that prices charged for Items are not higher than those charged to any other customer, including the Government, for items of like grade and quality in similar or lesser quantities.

5. Invoices and Payments

Unless otherwise provided, terms of payment shall be Net 30 days from the latest of the following:

- (a) Buyer's receipt of Seller's correct invoice,
- (b) Scheduled delivery date, or scheduled completion of performance of the Items;  
or
- (c) Actual delivery, or completion of performance of the Items.

Buyer shall have a right of setoff against payments due under this PO for any amounts at issue under this PO and/or under other purchase orders between Buyer and Seller.

6. Warranty

- (a) Seller warrants for a period of one year from the date of delivery under this PO that all Items shall be free from defects in material and workc00.005and shall

Buyer's approval of designs furnished by Seller shall not relieve Seller of its obligations under this warranty. Seller's warranties, together with its service guarantees, if any, shall run to Buyer and its customers.

- (b) In the event of a breach of any warranty hereinabove set forth, Buyer may require Seller to repair or replace at Buyer's election defective or nonconforming Items. Seller shall be liable for the payment of all packing and transportation costs attributable to the repair or replacement of defective or nonconforming Items.
- (c) If the Items delivered under this PO are, or are to be, incorporated in an end item(s) to be delivered to Buyer's customer(s), Seller's obligation under this clause shall be extended to one year after delivery of such end item(s) to such customer(s).
- (d) The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided at law, in equity, or under this PO.

#### 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.

incorporated by reference in any Contract, agreement, other contractual document or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by Buyer. Seller shall immediately notify Buyer of any change of status with regard to these certifications and representations.

The following provisions and clauses of the Federal Acquisition Regulation (FAR) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable to any order, agreement, or subcontract. In each provision or clause incorporated below, substitute "Lockheed Martin" for "Government" and "Contracting Agency", "Lockheed Martin Procurement Representative" for "Contracting Officer", and "Seller" for "Contractor" and "Offeror" throughout.

(1) **FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions** (Applicable to solicitations and contracts exceeding \$100,000)

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.

OFFEROR 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

- (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) OFFEROR certifies, to the best of its knowledge and belief, that OFFEROR and/or any of its Principals (as defined in FAR 52.209-5) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
  - (b) OFFEROR shall provide immediate written notice to Buyer if, any time prior to award of any contract, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) **FAR 52.222-22 Previous Contracts and Compliance Reports.**
- OFFEROR represents that if OFFEROR has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26), (i) OFFEROR has filed all required compliance reports and (ii) representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
- (4) **FAR 52.222-25 Affirmative Action Compliance.**
- OFFEROR represents that (1) OFFEROR has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) in the event such a program does not presently exist, OFFEROR will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this Contract.

(6) **FAR 52.223-13 Certification Of Toxic Chemical Release Reporting.**  
(Applicable to competitive solicitations/contracts which exceed \$100,000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) OFFEROR certifies that—

As the owner or operator of facilities that will be used in the performance of this Contract and that are subject to the filing and reporting requirements described in section 313 of the Emergency

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Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or

termination or cancellation. All such Information furnished to Seller by Buyer and retained by Seller shall remain subject to the foregoing restrictions on use, reproduction and disclosure.

11. Patents, Copyrights, Mask Works and Trade Secrets

**SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS BUYER, ITS CUSTOMERS AND AGENTS AGAINST ANY LIABILITY, INCLUDING WITHOUT LIMITATION, COSTS, EXPENSES AND ATTORNEY'S FEES, FOR OR BY REASON OF ANY ACTUAL OR ALLEGED INFRINGEMENT, WHETHER WILLFUL OR NOT, OF ANY PATENT, COPYRIGHT, MASK WORK OR TRADE SECRET ARISING OUT OF THE MANUFACTURE, USE, SALE, DELIVERY OR DISPOSAL OF GOODS FURNISHED UNDER THIS PO AND NOT ATTRIBUTABLE TO SELLER'S COMPLIANCE WITH BUYER'S DETAIL DESIGN AND STATED REQUIREMENT FOR A SPECIFIC STRUCTURE.** Buyer shall notify Seller, as soon as practicable, of any claim of infringement resulting therefrom received by Buyer. In the event of any such claim against Buyer, Seller shall furnish to Buyer, when so notified by Buyer, all evidence and information in the possession of Seller pertaining to such claim. Seller shall provide a written report to Buyer promptly and in reasonable detail, regarding each notice or claim of patent, copyright, mask work or trade secret infringement relating to the performance of this PO of which Seller has knowledge. The indemnity and hold harmless provisions of this clause shall not be applicable to actual or alleged patent infringements of a United States patent if this PO is issued under a Government prime contract which contains FAR clause 52.227-1, "Authorization and Consent," with its Alternate 1. Where payment is made for or results in the performance of experimental, developmental, or research work under this PO, then unless this PO is issued under a Government prime contract, Seller shall disclose and does hereby assign to Buyer all inventions resulting therefrom. Furthermore, Seller shall assist Buyer, to the extent reasonably requested, in securing and defending patent protection thereon, and does grant Buyer the right to use for any purpose all data specified to be delivered hereunder.

12. Patents, Rights in Data, and Computer Software

(a) Clauses Applicable to this PO.

- (1) Subject to subparagraphs (2) through (4), those FAR part 52.227 and DFARS part 252.227 clauses related to patents, rights in data, and computer software that are incorporated in the prime contract(s) under which this PO is issued, are incorporated herein by reference. Such clauses typically include (but are not limited to) DFARS 252.227-7013, -7014, -7015, -7017, -7019, -7025, -7026, -7027, -7030, and -7037; the precise clauses to be incorporated in this PO shall be determined based on the clauses incorporated in the prime contract(s) under which this PO is issued. In the event the prime contract(s) include DFARS 252.227-



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7013 and DFARS 252.227-7015, and the Government will pay any portion of development costs, then DFARS 252.227-7015 will not be incorporated into this PO. The date of each clause thus incorporated in this PO shall be the date of the clause in the prime contract as of the date

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 (Nov 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

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 shall not 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 ptc0.16r rc0.24 -1.165ovisid1.954. AmenSeller f54s PO, n TD sh-ons8cter to enforce each

18. Rescission, Adjustment or Termination for Illegal or Improper Activity

- (a) In the event the Government takes action pursuant to FAR 52.203-8 entitled "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity" to cancel the solicitation or rescind the prime contract to which this PO relates, and such action results from Seller's violation of subsection (a), (b), (c) or (d) of section 27 of the Office of Federal Procurement Policy Act (41. U.S.C. 423) ("the Act"), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), **BUYER MAY** (1) rescind this PO; (2) recover from Seller all amounts paid by Buyer to Seller in connection with this PO; (3) **RECOVER FROM SELLER ANY AMOUNTS, INCLUDING ANY PENALTY PRESCRIBED BY LAW, WHICH BUYER IS REQUIRED TO PAY TO THE GOVERNMENT; AND (4) RECOVER FROM SELLER ANY OTHER COSTS, EXPENSES OR LIABILITIES INCURRED BY BUYER IN CONNECTION WITH SELLER'S VIOLATION OF THE ACT.**
- (b) **SELLER AGREES TO PAY BUYER THE AMOUNT BUYER'S PRICE OR FEE IS REDUCED BY THE GOVERNMENT PURSUANT TO FAR CLAUSE 52.203-10, ENTITLED "PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY," TO THE EXTENT SUCH REDUCTION RESULTS FROM SELLER'S VIOLATION OF THE ACT, AS AMENDED (41 U.S.C. 423), AND AS IMPLEMENTED IN THE FAR.** In the event the Government terminates for default any of Buyer's prime contracts under which this PO is issued, as a result of Seller's violation of the Act, Buyer shall have the right to terminate this PO for default in whole or in part.
- (c) Buyer's rights and remedies under this

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, the laws of the state of Texas, excluding choice of state law rules, shall apply.

22. Acceptance of Order

This PO is the entire agreement between the Buyer and Seller in respect of the subject matter of this PO and is subject to the terms and conditions herein. This PO supersedes all communications, representations and agreements, oral, and written, between Buyer and Seller in respect of the subject matter of this PO. Either: (a) acknowledgment of this PO, (b) furnishing of Items under this PO, (c) acceptance of payment under this PO, or (d) commencement of performance of this PO, shall constitute Seller's unqualified acceptance of this PO. Additional or differing terms or conditions proposed by Seller or included in Seller's acknowledgment hereof shall be void and have no effect unless accepted in writing by Buyer.

23. Packing, Shipment and Shipping Instructions

- (a) Unless otherwise specified by Buyer, Seller shall assure that all packing and packaging shall comply with good commercial practice and applicable carrier's tariffs. The use of commercial practices shall not relieve Seller of responsibility for packaging in a manner that will insure receipt of Items in an acceptable condition at the destination specified in this PO.
- (b) Seller shall ensure the packaging, labeling and shipping of all HAZARDOUS choice of state law rules, \*-0.0101 Tin5 T. shall not relieve 029les, \*t

- (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. Seller shall include this PO number on all carrier bills of lading and shipping labels. Seller shall combine on the same bill of lading, all shipments consigned to the same Buyer address and shall 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

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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, or 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



necessary US export licenses are obtained prior to the transfer of any defense articles, technical data or other information to the prospective lower-tier subcontractor.

- (d) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in paragraph 15.404-4(c)(4)(i) of the Federal Acquisition Regulation (FAR).

34. Indemnity/Commercial Items

This clause applies only to the portion, if any, of this PO that 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 FAR and DFARS clauses, 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

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Buyer and Seller agree that they the clauses thus incorporated to establish obligations on Seller as a subcontractor to Buyer, including without limitation those obligations on Seller which are necessary to permit Buyer to comply with its obligations to the U.S. Government under Buyer's prime contract(s).



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.

52.215-10\*\*\*

**Price Reduction for Defective Cost or Pricing Data.** 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 pricing data, as set forth in this clause and in FAR 52.215-11 or (2) their furnishing, as prospective subcontractors, alleged or actual defective cost or pricing data, which data was certified or required to be certified by Buyer to be accurate, complete and current as of the date specified by Buyer in its Certificate of Current Cost or Pricing Data, and which data Seller was given timely notice by Buyer to furnish and/or update prior to such date specified in such certificate; or (3) the Government Contracting Officer’s rejection of Seller’s or Seller’s lower-tier subcontractor’s claim for exception from submission of certified cost or pricing data any basis set forth in FAR 15.403-1, or other pertinent law or regulation; or (4) their furnishing data of any description that is allegedly or actually inaccurate as set forth in this clause and in FAR (or 52.215-11, 52.215-12, or 52.215-13 as applicable, then **SELLER AGREES TO INDEMNIFY AND HOLD BUYER HARMLESS TO THE FULL EXTENT OF ANY DAMAGE OR EXPENSE RESULTING FROM SUCH ACTION.**

52.215-11\*\*\*

**Price Reduction for Defective Cost or Pricing Data – Modifications.**

52.215-12\*\*\*

**Subcontractor Cost or Pricing Data.**

52.215-13\*\*\*

**Subcontractor Cost or Pricing Data - Modifications.**

52.215-14\*\*\*

**Integrity of Unit Prices with its Alternate 1.**

52.215-15\*\*\*

**Pension Adjustments and Asset Reversions.** Applies if this PO requires certified cost or pricing data and any preaward or postaward cost determinations will be subject to FAR part 31. “Government” means Government and Buyer.

52.215-18\*\*\*

**Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.** Applies if this PO requires certified cost or pricing data or if any preaward or postaward cost determinations will be subject to FAR part 31.

52.215-19\*\*\*

**Notification of Ownership Changes.** Applies if this PO requires cost or pricing data, or if any preaward or postaward cost determination will be subject to FAR subpart 31.2.

- 52.215-20 **Requirements For Cost or Pricing Data or Information Other Than Cost or Pricing Data.**
- 52.215-21 **Requirements For Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications.**
- 52.219-8 **Utilization of Small Business Concerns.** Applies if this PO offers further subcontracting opportunities or exceeds \$100,000.
- 52.219-9 **Small Business Subcontracting Plan.** Applies if this PO contains the clause at 52.219-8 and exceeds \$500,000. “Contracting Officer” means Buyer.
- 52.222-1 **Notice to the Government of Labor Disputes.** “Contracting

- 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.
- 52.229-6 **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.
- 52.233-3 **Protest After Award.**
- 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.**
- 52.239-1 **Privacy or Security Safeguards.**
- 52.242-13 **Bankruptcy.**
- 52.242-15 **Stop Work Order.** “Contracting Officer” and “Government” mean Buyer.
- 52.243-1 **Changes - Fixed Price.** “Contracting Officer” and “Government” mean Buyer.
- 52.244-5 **Competition in Subcontracting.**
- 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,” 2) the second time it appears in Paragraph (b)(1)(ii), 3) in Paragraph (c)(1), 4) in Paragraph (f), and 5) in Paragraph (j) and subparagraph (j)(1), “Government” means Government or Buyer. The fourth sentence of paragraph (h) is changed to read: “Neither the Government nor the Buyer shall be liable...”
- 52.245-17 **Special Tooling.** Applies to the extent special tooling, as defined in this clause, is acquired or fabricated by Seller for the

Government or furnished by the Government (directly or through Buyer) for use in connection with and under the terms of this PO. "Contracting Officer" means the cognizant U.S. Government Contracting Officer, but Seller acknowledges actions of the Contracting Officer may be performed through Buyer as directed by the Contracting Officer.

52.245-18

**Special Test Equipment.** "Contracting Officer" means the cognizant U.S. Government Contracting Officer, but Seller acknowledges actions of the Contracting Officer may be performed through Buyer as directed by the Contracting Officer.

52.246-2

**Inspection of Supplies - Fixed-Price.** "Contracting Officer" means Buyer. "Government" means Buyer except that the first time it appears in the first sentence of Paragraph (b) and in the fourth sentence of Paragraph (b), and throughout paragraphs (c) and (d), it means Buyer and the Government (provided, however, that an inspection system accepted by the Government will be deemed acceptabl

<u>DFARS</u>	<u>TITLE</u>
252.203-7001***	<b>Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.</b> 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.
252.204-7000	<b>Disclosure of Information.</b> In paragraph (b) "45 days" is changed to "60 days," and "Contracting Officer" means Buyer.
252.208-7000	<b>Intent to Furnish Precious Metals as Government-Furnished Material.</b>
252.209-7000***	<b>Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty.</b> Applies if this PO exceeds \$100,000.
252.211-7000	<b>Acquisition Streamlining.</b> Applies if this PO exceeds \$1,000,000.
252.215-7000	<b>Pricing Adjustments.</b>
252.219-7003	<b>Small, Small Disadvantaged and Women-owned Small Business Subcontracting Plan (DoD Contracts).</b> Applies if FAR 52.219-9 is included in this contract. Paragraph (g) is deleted.
252.223-7001	<b>Hazard Warning Labels.</b>
252.223-7002	<b>Safety Precautions for Ammunition and Explosives.</b> Applies if this PO involves ammunition or explosives.
252.223-7003	<b>Change in Place of Performance - Ammunition and Explosives.</b> "Contracting Officer" means Buyer.
252.223-7006	<b>Prohibition on Storage and Disposal of Toxic and Hazardous Materials, with its Alternate I.</b> Applies 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	<b>Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives.</b> Applies 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	

- 252.225-7013 **Duty-Free Entry.** Applies if supplies will be imported into the Customs Territory of the United States. "Administrative Contracting Officer (ACO)" means Buyer. Communication/notification required under this clause from/to the Seller to/from the Contracting Officer shall be through Buyer.
- 252.225-7014 **Preference for Domestic Specialty Metals, with its Alternate I.**
- 252.225-7015 **Preference for Domestic Hand or Measuring Tools.**
- 252.225-7016 **Restriction on Acquisition of Anti-friction Bearings.**
- 252.225-7021 **Trade Agreements.**
- 252.225-7027 **Restriction on Contingent Fees for Foreign Military Sales.** Countries listed in the prime contract(s) are incorporated herein by reference. For foreign military sales, unless the contingent fees have been identified and payment approved in writing by Buyer and the foreign customer before award of both the prime contract and PO award, contingent fees are unallowable under this PO, and Seller agrees that no such fee is included in the price or cost of this PO.
- 252.225-7028 **Exclusionary Policies and Practices of Foreign Governments.**
- 252.225-7030 **Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate.**
- 252.225-7033 **Waiver of United Kingdom Levies.**
- 252.226-7001\*\*\* **Utilization of Indian Organizations and Indian-Owned Economic Enterprises—DoD Contracts.** Applies if this PO exceeds \$100,000.
- 252.228-7005 **Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles.**
- 252.231-7000 **Supplemental Cost Principles.**
- 252.235-7003 **Frequency Authorization.** Applies if this PO requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.



days....Washington, D.C. 20590,” and replace with the phrase “furnish with each invoice submitted for payment.” This clause applies only to subcontracts issued under DoD prime contracts.

252.247-7024

**Notification of Transportation of Supplies by Sea.**

“Contracting Officer” means Buyer. This clause applies only to subcontracts issued under DoD prime contracts.

252.249-7002

**Notification of Proposed Program Termination or Reduction.** Applies if this PO is for \$500,000 or more.