



**APPENDIX A  
DoD CONTRACTS (May 2020) for HII Ford Class WESEEA**

**TERMS AND CONDITIONS OF PO**

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1. ENGLISH LANGUAGE.

All communications and submittals shall be in English.

2. DEFINITIONS.

The term Purchaser or Owner means Hunt Valve Actuator, LLC ("HVA"). The term Seller or Contractor means the Seller identified on the first page of this Purchaser Order.

3. ACCEPTANCE OF ORDER.

This PO ("PO") is Purchaser's offer to Seller. Acceptance of this offer is strictly limited to the terms and conditions in this offer. Seller's acknowledgement, acceptance of payment, or commencement of performance, shall conclusively evidence acceptance of this offer as written. Purchaser hereby objects to any additional or different terms contained in Seller's acceptance.

4. ENTIRE AGREEMENT.

This PO constitutes written confirmation of the entire agreement between the parties. The parties shall not be bound by any other statements or understandings not set forth in this PO.

5. ORDER OF PRECEDENCE.

Any inconsistencies in this PO shall be resolved in the following order: (i) PO exclusive of appendices, drawings, specifications and other plans or documents, (ii) appendices, (iii) drawings and specifications, (iv) other plans or documents referenced in the PO. Seller shall immediately bring any inconsistencies to the attention of the Purchaser in writing.

6. SITE CONDITIONS.

If Seller is required to install or supervise the installation of equipment or to perform services at Purchaser's or its customer's site, Seller shall inspect the location of the work at Purchaser's or its customer's site and be familiar with its condition at the time of award of this PO. In no event shall either Seller's failure to inspect the site prior to the award of this PO, or any circumstance that Seller should reasonably have discovered through such site inspection constitute a basis for any claim for increased cost or additional time for performance.

7. MERCURY EXCLUSION.

All goods delivered under this PO shall not contain or have come in direct contact with mercury, mercury compounds or with any mercury containing device employing a single boundary of containment. Mercury contamination will be cause for rejection of the goods.

8. POLYCHLORINATED BIPHENYLS PROHIBITION.

Seller shall not employ equipment or use material that is known or suspected of containing polychlorinated biphenyls.

9. TOXIC SUBSTANCES/HAZARDOUS MATERIAL.

Purchaser will not accept, store or dispose of any toxic substances or hazardous material except as and to the extent, if at all, expressly provided for in this PO. In particular, paints, primers, or coatings on products required by this PO that contain the following constituents shall not be shipped without prior written approval by the Purchaser: arsenic, mercury, methylene chloride, methyl ethyl ketone (MEK), lead, and chromium, their compounds, or organo-metallic material. Materials known or suspected of containing or coming in contact with asbestos, polychlorinated biphenyls (PCBs), or mercury or mercury containing compounds shall not be provided without Purchaser's prior written permission. If invoked specifications and standards permit other materials in lieu of these materials, they shall be used.

10. TAXES.

Seller shall pay all State, Federal and Local taxes, assessments and duties that may be applicable to Products or Seller's performance hereunder.

11. LOSS OR DAMAGE TO GOODS.

Unless otherwise specified in the PO, risk of loss or damage to the goods furnished by Seller under this PO shall remain with the Seller until delivery to the Purchaser at the address specified in this PO.

12. LIENS.

All hardware, software and services furnished under this PO shall be free of all liens, claims, charges and encumbrances of any kind. Upon request, Seller shall furnish Purchaser with formal releases from Seller's subcontractors. Purchaser may discharge any lien, claim, charge or encumbrance if Seller, at Purchaser's request, fails to do so and Seller shall reimburse Purchaser for the reasonable cost thereof.

13. LATE DELIVERY.

Except as otherwise provided in this PO, Seller shall, at all times, proceed diligently to properly perform this PO. Seller shall provide Purchaser prompt written notice of any events that could cause a delay in delivery under the PO. This notice shall be informational only, and shall in no way affect the rights or remedies available to Purchaser.

14. DELIVERY OF REQUIRED DRAWINGS, TEST REPORTS, SOFTWARE AND OTHER DATA.

All drawings, procedures, manuals, forms, test reports, software (including software documentation) and other Seller provided data ("Seller Data") shall comply with the requirements of this PO and shall be delivered to Purchaser on or before the time specified in this PO, or if no time is specified, 45 days after receipt of this PO. Seller shall submit Seller Data to the address specified in the PO. If no address is specified or Seller is unsure of where to send the Seller Data, Seller shall contact Purchaser's contact person identified on the face of this PO for further instructions. Purchaser may withhold payment if Seller fails to deliver any Seller Data in accordance with the requirements of this paragraph.

15. ASSIGNMENT.

Neither this PO nor the benefits or obligations thereof shall be assigned by Seller except with the prior written consent of the Purchaser.

16. SUBCONTRACTING.

Seller shall provide Purchaser with notice of all significant subcontracts placed by Seller under this PO (applies to POs over \$500,000).

17. THIRD PARTY INDEMNIFICATION.

A. At Seller's expense, Seller shall indemnify Purchaser, Purchaser's parent and affiliates (and their respective directors, officers, and employees) (collectively, for purposes of this clause, "Purchaser"), and the Government for their losses and against third party claims alleging personal injury, death, property damage, or other loss of any kind arising from Seller's or Seller's employees,' subcontractors,' or agents' performance of this PO, unless such harm has been caused solely by Purchaser's negligence.

B. If requested by Purchaser, Seller shall pay Purchaser's reasonable attorney's fees, costs, and expenses as they are incurred to defend any third party claim alleging personal injury, death, property damage, or other loss of any kind arising from Seller's or Seller's employees,' subcontractors,' and agents' performance of this PO. Seller shall also pay Purchaser's reasonable attorney's fees, costs, and expenses incurred in enforcing this clause.

18. PACKAGING.

Seller shall be responsible for ensuring the proper packaging and shipping of Product in accordance with Purchaser's carrier routing/shipping instructions. Damage resulting from improper Product packaging will be charged to Seller. Seller will not pack or ship Items corresponding to multiple POs or multiple line items within a single PO unless Seller has separately identified the packing and shipping costs of each line item being shipped.

19. COMPLIANCE WITH LAWS AND WORKSITE SAFETY.

In performing work under this PO, Seller shall comply with all applicable foreign or domestic laws, ordinances and regulations to include but not limited to the Occupational Safety and Health and Toxic Substance Control Acts. While on Purchaser's property/worksites, Seller shall comply with all of Purchaser's safety and security rules and regulations.

20. INDEPENDENT CONTRACTOR.

Seller is an independent contractor. Seller shall: (i) have exclusive control and direction over its employees' performance of the work, and (ii) is responsible for all payroll functions for its employees. No persons employed by Seller or Seller's subcontractors shall be deemed an employee of Purchaser for any purpose.

21. INVOICES.

Seller shall send all invoices, in duplicate, showing the PO number and PO Item Number to Hunt Valve Company Actuator Division, 225 Glade View Drive, Roanoke, VA 24012; Attention: Accounts Payable

22. SHIPPING AND LABELING INSTRUCTIONS.

Unless otherwise provided in the PO, Seller shall ship material to: Hunt Valve Company Actuator Division, 225 Glade View Drive, Roanoke, VA 24012. Seller shall clearly mark each shipping package, container label and all shipping documents with the PO Number, the PO Item Number, and the Part Number.

23. DOD RATED ORDER.

This PO supports Purchaser's work under a Prime Contract with the U.S. Government. Applicable priority rating is "DO-A3". This is a rated PO certified for national defense use. Seller is required to follow the requirements of the defense priorities and allocation system regulation (15 CFR Part 700) and all other applicable regulations for obtaining controlled Products and other Products and Services needed to fill this PO.

24. FREIGHT CHARGES.

Unless otherwise specified in this PO, the Seller will pay all freight charges and insurance. Purchaser will not accept C.O.D. shipments unless expressly provided for in the PO.

25. FORCE MAJEURE.

Neither party shall be liable to the other for delays resulting from causes beyond its control and without its fault or negligence, including but not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Seller shall not be liable for delays of subcontractors or suppliers of Seller only when arising from causes beyond the control and without the fault or negligence of both Seller and such subcontractors or suppliers and only when Seller could not have obtained the supplies or services from other sources in sufficient time to permit Seller to meet the required delivery schedule. Upon the happening of any circumstances or causes aforesaid, the affected party shall notify the other party as soon as possible in writing. Any relief shall be limited to an extension of delivery dates or times of performance to the extent caused thereby.

26. Reserved

27. Reserved

28. Reserved

29. BRASS AND COPPER BLACK OXIDE COATED THREADED FASTENERS.

Seller shall not use brass or copper black oxide coated threaded fasteners when installing or replacing threaded fasteners in the accomplishment of any work required by this PO.

### 30. REPRESENTATIONS AND CERTIFICATIONS.

As of the time of award of this PO, Seller represents and warrants that neither Seller nor any of its principals is debarred, suspended, or proposed for debarment by the Federal Government.

### 31. INSPECTION.

A. Except as otherwise provided in this PO, Seller shall maintain an inspection and quality control system acceptable to Purchaser to be performed on Products delivered under this PO. As part of the system, Seller shall prepare records evidencing all inspections made under the system and the outcome. Purchaser or Purchaser's customer shall have the right to perform reviews and evaluations as reasonably necessary to ascertain Seller compliance with an inspection or quality control system that is acceptable. The right of review, whether exercised or not, does not relieve the Seller of its obligations under this PO.

B. Purchaser or Purchaser's customer has the right to inspect and test all Products to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. Purchaser assumes no contractual obligation to perform any inspection and test for the benefit of Seller. If Purchaser or Purchaser's customer performs an inspection or test on the premises of Seller or a subcontractor of Seller, Seller shall furnish, and shall require its subcontractors to furnish, at no increase in PO price, all reasonable facilities and assistance for the safe and convenient performance of such inspection and test.

C. Purchaser has the right either to reject or to require correction of nonconforming Products. Products are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with requirements of this PO. Purchaser may reject nonconforming supplies with or without disposition instructions.

D. Seller shall remove Products rejected or required to be corrected; however, Purchaser may require or permit correction in place, promptly after notice, by and at the expense of Seller. Seller shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

E. Seller, at its own expense, shall promptly rectify any defects discovered during any inspection or test.

F. If Seller fails to promptly remove, replace, or correct rejected Products that are required to be removed or to be replaced or corrected, Purchaser may either: (i) Remove, replace, or correct the Product(s) and charge the cost to the Seller, or (ii) Terminate this PO for default. If Purchaser elects to correct the deficiencies in the Product(s), then the parties agree that Seller will pay Purchaser's actual costs and Purchaser's labor at Purchaser's fully-burdened hourly rates (as appropriate) utilizing the then-current Government-approved rate set authorized for change-order activity. If Seller fails to correct or replace the Product(s) within the delivery schedule, Purchaser may require their delivery with an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

G. Products that have been reworked or repaired by Seller after having been rejected by Purchaser shall be identified as "Resubmitted." Seller shall annotate the packing slip with the words "Resubmitted Material," the reason for the previous rejection, and the Purchaser Inspection Report, Discrepancy Report or Quality Notification Number if known. If the Products were inspected at source and rejected, such information shall also be annotated on the packing slip.

**H. Seller shall flow down the substance of this provision to all of its suppliers engaged for performance under this Purchase Order.**

I. Neither Purchaser's in-process inspection nor Purchaser's approval of any of Seller's drawings, procedures or other submittals shall: (i) constitute acceptance of any work; or (ii) relieve Seller of complying fully with all of the requirements of this PO.

32. Reserved

### 33. WARRANTIES.

Seller guarantees that all goods and services provided under this PO: (i) conforms to all of the requirements of this PO; (ii) are new and of good quality; (iii) are free from defects in material and workmanship; and (iv) are of adequate size and capacity to fulfill all operating conditions specified in the PO. The warranty period shall begin upon Purchaser's acceptance of the goods or services and end twelve (12) months after final acceptance by Purchaser's customer of the end product incorporating the goods or services provided by Seller under this PO. Purchaser will promptly notify Seller of possible deficiencies that arise during the warranty period. For all deficiencies that arise during the warranty period, Seller shall promptly remedy the deficiency at no cost to Purchaser. If Seller fails to remedy the deficiency within a reasonable time after having been notified of the deficiency, Purchaser may, at its option, remedy the deficiency by contract or otherwise and charge the reasonable costs to Seller. In computing the warranty period, there shall be excluded any time that a good delivered under this PO is prevented from entering service or is taken out of service on account of any warranty deficiency. These warranties shall inure to the benefit of Purchaser and Purchaser's customer. Seller shall immediately notify Purchaser's Manager of Supplier Quality by telephone of deficiencies of which Seller becomes aware during the performance of this PO and the warranty period. Seller shall promptly follow up its telephonic notice with a letter to the Purchaser's Contact Person identified on the face of this PO describing the deficiency and its plan for remedying it. For the purposes of this paragraph, a deficiency occurs when Seller's goods or services fail to meet any of the performance obligations set forth in subparagraphs (i) through (iv) of this paragraph. Seller's notice shall in no way affect the rights and remedies of Purchaser.

34. Reserved
35. Reserved
36. Reserved
37. Reserved
38. Reserved

39. NOTICE OF PRIOR WAIVERS AND DEVIATIONS.

In the event the Seller is providing or proposing to provide to the Purchaser an item: (i) that has previously been provided to the Navy for inclusion as Government Furnished Material (GFM) on a previous ENTERPRISE or NIMITZ Class Ships, or (ii) Seller is developing for the Navy under another Government program, the Seller shall immediately notify Purchaser in writing indicating any specification differences, waivers and/or deviations that were or are in effect for the item(s).

40. Reserved.

41. COMPUTER SOFTWARE AND DATABASES.

The Seller shall test all computer software and/or databases (including the media it is delivered on), as defined in the clause entitled Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (DFARS 252.227-7014), for computer viruses before delivery of such software and/or databases in any medium or in any system. All software and/or databases delivered by Seller shall contain no known viruses that are detectable with the latest version of commercially available virus detection software. In addition, Seller shall test any software and/or databases received from Purchaser or Purchaser's customer for viruses prior to use in performing this PO. Seller shall provide Purchaser with immediate written notice of any viruses detected in Purchaser-provided software and/or databases. Unless otherwise agreed in writing, any license agreement covering the use of any computer software and/or databases delivered under this PO must be paid-up and perpetual, shall not contain any routine to disable the computer software and/or databases in the future, and shall permit transfer to Purchaser's customer. No copy-protection devices, codes, or systems shall be used that would prevent Purchaser or Purchaser's customer from copying delivered software and/or data; however, a license agreement or other Order terms may specify a maximum number of copies that may be made. Any limited rights or other legend(s) permissibly applied under this PO shall be digitally included on the same media as the delivered software and/or databases, and also displayed in human-readable form on a visible surface of the media carrying the digital software and/or databases.

42. PROPRIETARY INFORMATION.

A. Proprietary Information for purposes of this PO, means all knowledge no matter how communicated or stored Purchaser furnishes to Seller, including, but not limited to, any item identified in writing at the time of disclosure as proprietary and marked with an appropriate legend, marking, or stamp identifying the data as Purchaser's Proprietary Information, and includes any information marked with a restrictive legend as prescribed in DFARS 252.227-7013 or 252.227-7014 or in FAR 52.227-14. If a separate proprietary information agreement exists between the Parties, which relates to the subject matter of this PO, then Proprietary Information furnished by one Party to the other Party shall be protected pursuant to such proprietary information agreement.

B. Seller will treat all Proprietary Information transferred in connection with this PO, all copies of Proprietary Information, and all improvements, modifications, and derivations of Proprietary Information, as Purchaser's property regardless of the medium on which such Proprietary Information is stored or communicated.

C. Seller may disclose Proprietary Information to its subcontractors as required for the performance of this PO, provided each such subcontractor first assumes by written agreement the same obligations imposed on Seller under this PO relating to Purchaser's Proprietary Information.

D. If a separate proprietary information or non-disclosure agreement relating to the subject matter of this PO exists between the Parties, all data, knowledge and information furnished by one Party to the other Party shall be protected pursuant to such proprietary information or non-disclosure agreement.

E. If no separate proprietary information or non-disclosure agreement exists between the Parties, Seller will keep Purchaser's Proprietary Information confidential and not disclose Purchaser's Proprietary Information to any other person without first obtaining Purchaser's written authorization, except as provided herein. Seller will use Purchaser's Proprietary Information only for purposes necessary for performing this PO and will return Proprietary Information to Purchaser upon completion of the work to be performed under this PO unless Purchaser expressly agrees to the contrary in writing.

F. If no separate proprietary information or non-disclosure agreement exists between the Parties, no information furnished to Purchaser (whether documentary, oral, visual or otherwise) shall be considered confidential or proprietary or require any particular handling or precaution or have any restriction on Purchaser's right to use, modify, reproduce, perform, display, release, or disclose such information in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

43. PATENTS AND COPYRIGHTS.

Except to the extent that FAR 52.227-1, Authorization and Consent, may apply to an alleged patent infringement, Seller shall indemnify and hold harmless and, if requested, defend Purchaser, its officers, directors, and employees against any claims, losses or expenses (to include reasonable attorney's fees) for alleged infringement of patents,

licenses, registered trademarks or copyright, arising out of Seller's performance, brought against Purchaser or its customers as a result of such alleged infringement.

44. Reserved

45. SUSPECT/COUNTERFEIT PARTS

A. "Suspect/counterfeit parts" are parts that may be of new manufacture, but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is actually the case. "Suspect/counterfeit parts" also include refurbished parts, with or without false labeling, that are represented as new parts or any parts that are designated as suspect by the U.S. Government, including but not limited to parts listed in alerts published by the Defense Contract Management Agency under the Government-Industry Data Exchange Program (GIDEP).

B. Seller will ensure that suspect/counterfeit parts are not incorporated into any Products. The intentional or unintentional use, incorporation, or delivery of suspect/counterfeit parts is strictly prohibited. This includes a suspect/counterfeit part's being provided either as an end item deliverable or as a component or subcomponent of an end item deliverable under this PO.

C. Seller represents and warrants that it has policies and procedures in place to ensure that none of the Products furnished to Purchaser under this PO are or contain "suspect/counterfeit parts." Seller further certifies, to the best of its knowledge and belief that no "suspect/counterfeit parts" have been or will be furnished to Purchaser by Seller under this PO.

D. If Seller becomes aware or suspects that it has furnished suspect/counterfeit parts or if Purchaser determines, including as a result of alerts from the U.S. Government, that Seller has supplied suspect/counterfeit parts to Purchaser and so notifies Seller, Seller shall immediately replace the suspect/counterfeit parts with parts acceptable to Purchaser and conforming to the requirements of this PO. Notwithstanding any other provision of this PO, Seller shall be liable for all costs incurred by Purchaser to remove and replace the suspect/counterfeit parts, including without limitation all costs incurred by Purchaser relating to the removal of such suspect/counterfeit parts, the reinsertion of replacement parts and any testing necessitated by the reinstallation of Seller's Products after suspect/counterfeit parts have been exchanged. All such costs shall be deemed direct damages.

E. Purchaser may, at its discretion: (i) remove and or retain or both all Products supplied by Seller that are suspected of being or containing suspect/counterfeit parts pending reporting to the appropriate law enforcement authorities and final disposition of the Products by them. Seller shall be liable for all costs relating to Purchaser's removal and retention of the suspect/counterfeit parts. (ii) turn over to the appropriate authorities (e.g., without limitation, the Defense Criminal Investigative Service, Naval Criminal Investigative Service, Federal Bureau of Investigation, Offices of the Inspector General, etc.) any Products suspected of being or containing suspect/counterfeit parts and reserves the right to withhold payment for the Products pending the results of any investigation or proceedings related to the matter.

F. Seller's warranty against suspect/counterfeit parts shall survive any termination or expiration of this PO.

G. Seller shall insert a clause containing all of the terms of this paragraph including this subparagraph G in all subcontracts under this PO.

46. COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (DFAR 252.246-7007)

(b) The Contractor shall establish and maintain an acceptable counterfeit electronic part detection and avoidance system. Failure to maintain an acceptable counterfeit electronic part detection and avoidance system, as defined in this clause, may result in disapproval of the purchasing system by the Contracting Officer and/or withholding of payments and affect the allowability of costs of counterfeit electronic parts or suspect counterfeit electronic parts and the cost of rework or corrective action that may be required to remedy the use or inclusion of such parts (see DFARS 231.205-71).

(c) System criteria. A counterfeit electronic part detection and avoidance system shall include risk-based policies and procedures that address, at a minimum, the following areas: (1) The training of personnel. (2) The inspection and testing of electronic parts, including criteria for acceptance and rejection. Tests and inspections shall be performed in accordance with accepted Government- and industry-recognized techniques. Selection of tests and inspections shall be based on minimizing risk to the Government. Determination of risk shall be based on the assessed probability of receiving a counterfeit electronic part; the probability that the inspection or test selected will detect a counterfeit electronic part; and the potential negative consequences of a counterfeit electronic part being installed (e.g., human safety, mission success) where such consequences are made known to the Contractor. (3) Processes to abolish counterfeit parts proliferation. (4) Risk-based processes that enable tracking of electronic parts from the original manufacturer to product acceptance by the Government, whether the electronic parts are supplied as discrete electronic parts or are contained in assemblies, in accordance with paragraph (c) of the clause at 252.246-7008, Sources of Electronic Parts (also see paragraph (c)(2) of this clause). (5) Use of suppliers in accordance with the clause at 252.246-7008. (6) Reporting and quarantining of counterfeit electronic parts and suspect counterfeit electronic parts. Reporting is required to the Contracting Officer and to the Government Industry Data Exchange Program (GIDEP) when the Contractor becomes aware of, or has reason to suspect that, any electronic part or end item, component, part, or assembly containing electronic parts purchased by the DoD, or purchased by a Contractor for delivery to, or on behalf of, the DoD, contains counterfeit electronic parts or suspect counterfeit electronic parts. Counterfeit electronic parts and

suspect counterfeit electronic parts shall not be returned to the seller or otherwise returned to the supply chain until such time that the parts are determined to be authentic. (7) Methodologies to identify suspect counterfeit parts and to rapidly determine if a suspect counterfeit part is, in fact, counterfeit. (8) Design, operation, and maintenance of systems to detect and avoid counterfeit electronic parts and suspect counterfeit electronic parts. The Contractor may elect to use current Government- or industry-recognized standards to meet this requirement. (9) Flowdown of counterfeit detection and avoidance requirements, including applicable system criteria provided herein, to subcontractors at all levels in the supply chain that are responsible for buying or selling electronic parts or assemblies containing electronic parts, or for performing authentication testing. (10) Process for keeping continually informed of current counterfeiting information and trends, including detection and avoidance techniques contained in appropriate industry standards, and using such information and techniques for continuously upgrading internal processes. (11) Process for screening GIDEP reports and other credible sources of counterfeiting information to avoid the purchase or use of counterfeit electronic parts. (12) Control of obsolete electronic parts in order to maximize the availability and use of authentic, originally designed, and qualified electronic parts throughout the product's life cycle. (d) Government review and evaluation of the Contractor's policies and procedures will be accomplished as part of the evaluation of the Contractor's purchasing system in accordance with 252.244-7001, Contractor Purchasing System Administration—Basic, or Contractor Purchasing System Administration—Alternate I. (e) The Contractor shall include the substance of this clause, excluding the introductory text and including only paragraphs (a) through (e), in subcontracts, including subcontracts for commercial items, for electronic parts or assemblies containing electronic parts.

#### 47. INDEMNIFICATION - GOVERNMENT REQUIREMENTS.

In addition to any other remedies provided for in this PO, Seller shall indemnify and hold harmless and, if requested, defend Purchaser and each of its officers, directors, and employees against any claims, losses or expenses (to include reasonable attorney's fees) for Seller's failure, in conjunction with this PO: (a) to comply with any cost principles or Cost Accounting Standards applicable to this PO or to follow Seller's disclosed accounting practices or both; (b) to furnish complete, accurate or current cost or pricing data when such data were required by law or regulation: (i) in support of any TINA certification made by Purchaser to the Government or (ii) in the negotiation of this PO or any modifications thereto; or (c) to comply with any other laws, regulations or ordinances.

#### 48. PURCHASER OR GOVERNMENT PROPERTY.

If Purchaser or Government property is furnished in conjunction with this PO, it shall be furnished "as is." Unless otherwise noted in the PO, Seller shall assume the risk of, and be responsible for, any loss, destruction of or damage to property provided to Seller by the Purchaser or the Government while such property is in Seller's possession or control. Excluding property authorized to be consumed in the performance of this PO, Seller shall return such property in as good a condition as when received except for reasonable wear and tear, or in the case of property to be overhauled or repaired, in such better condition as may be required by the terms of this PO. Seller shall control and maintain Government or Purchaser furnished property in accordance with a system that meets the requirements of FAR Subpart 45.5 and DFARS Subpart 245.5. The requirements related to accounting for Purchaser or Government property shall also apply to scrap, provided, however, that Purchaser may authorize or direct Seller to omit from inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with Seller's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with Seller's established accounting procedures.

#### 49. Reserved

#### 50. EQUITABLE ADJUSTMENTS; WAIVER AND RELEASE OF CLAIMS.

Whenever the Seller, after receipt of a change made pursuant to the clause entitled Changes-Fixed Price (FAR 52.243-01 or Changes-Cost Reimbursement (FAR 52.243-02) as applicable, or after assertion of a constructive change under the clause entitled Notification Of Changes (FAR 52.243-07), submits any claim for equitable adjustment under the foregoing, such claim shall include all types of adjustments in the total amounts to which the foregoing entitle the Seller, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. In support of any Seller request for equitable adjustment brought under the applicable Changes clause or any other clause of this PO, the Seller shall provide Purchaser sufficient detail to reasonable support Seller's proposal for a request for equitable adjustment or which Purchaser's customer should require in evaluating such request. Further, the Seller agrees that, if required by the Purchaser, it will execute a release, in form and substance satisfactory to the Purchaser, as part of the supplemental agreement providing an equitable adjustment.

#### 51. Reserved

#### 52. Reserved

#### 53. FOREIGN OWNERSHIP.

Seller shall provide Purchaser prompt written notice when: (i) a foreign interest acquires the power, direct or indirect, whether or not exercised, and whether or not exercisable through the ownership of Seller's securities, by contractual arrangements or other means, to direct or decide matters affecting the management or operations of Seller; or (ii) Seller relocates the place of performance outside the United States.

#### 54. ACCEPTANCE.

Purchaser will accept services performed and goods delivered under this PO, or give Seller notice of rejection, within a reasonable time after completion of all required performance and deliveries, notwithstanding any prior payments made or prior tests or inspections performed. Determination of a reasonable time shall take into consideration the nature and complexity of the services performed or goods delivered. Notice of rejection may be given in any reasonable form, including but not limited to Quality Notifications, Discrepancy Reports, Inspection Reports, Engineering review sheets, annotations on Shipping Instructions, or communications via telephone, e-mail, facsimile, or other correspondence. No inspection, test, delay, failure to inspect or test, or failure to discover any defect or other nonconformance shall relieve Seller on any of its obligations under this PO or impair any rights or remedies of Purchaser or Purchaser's customers.

55. DEFAULT.

Purchaser may terminate this PO without liability if Seller: (i) fails to diligently perform the work; or (ii) fails to meet the delivery schedule or any other requirements specified in this PO; or (iii) ceases operations. At the time of termination under this provision, Seller shall immediately: (i) refund to the Purchaser the total amount that has been paid to Seller, except for deliveries previously received by Purchaser in full compliance with all requirements of this PO; and (ii) at no cost to Purchaser, return all the materials supplied by Purchaser. The rights and remedies of the Purchaser provided for in this paragraph are in addition to any other rights and remedies provided by law.

56. EXCESS QUANTITIES.

Unless otherwise specified in this PO or approved by Purchaser in writing, Seller shall not: (i) make partial shipments of individual line items; (ii) make shipments more than 90 days in advance; or (iii) ship quantities in excess of those specified in this PO. Purchaser shall have no obligation to return or pay for any quantities in excess of those specified in this PO. For all other shipments not meeting the requirements of this paragraph, Purchaser may return the shipment or store early deliveries at Seller's cost.

57. Reserved

58. SUSPENSION OF WORK.

Purchaser may, by written notice, suspend work under this PO at any time. Upon receipt of such notice, Seller shall immediately comply with its terms and, during the work suspensions, take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the suspension notice. If the suspension of work ordered under this paragraph results in an increase in the time required for, or in the Seller's cost properly allocable to the performance of any part of this PO, the Purchaser shall make an adjustment in the delivery schedule or PO price or both. Seller shall assert its right to an adjustment no later than 10 calendar days after the work suspension is lifted.

59. DISPUTES.

The parties will attempt to settle in good faith all disputes arising under the PO. Disputes upon which the parties cannot reach an amicable settlement will be resolved under the laws of the Commonwealth of Virginia without regard of the principles of conflict of law. Venue shall be the applicable state or federal court in Roanoke, Virginia. Pending final resolution of any decision, appeal, or judgment in such proceedings, or the settlement of any dispute arising under this PO, Seller shall proceed diligently with the performance of this PO. Seller shall bring any dispute arising under or related to this PO within one (1) year after the cause of action for such dispute accrues.

60. BUSINESS CONDUCT.

The Seller shall not offer any gratuity to Purchaser's employees, customers or their representatives. Furthermore, any falsification, concealment, or alteration of any material fact, or any false, fraudulent or fictitious statement or representation in connection with the work under a PO within the jurisdiction of the Federal Government is not only prohibited by the Purchaser's policy, but may also be punishable under Federal Law.

61. BANKRUPTCY.

In the event the Seller enters into proceedings relating to bankruptcy or insolvency, whether voluntary or involuntary, the Seller agrees to furnish to Purchaser, by certified mail, written notification of the bankruptcy or insolvency proceeding. This notification shall be furnished within five days of the initiation of such proceedings, and shall include the date of filing, the identity of the court in which the petition was filed, and a listing of all of Purchaser's orders against which final payment has not been made. This obligation remains in effect until final payment under this PO.

62. SECTION AND PARAGRAPH HEADINGS.

The section and paragraph headings herein are for convenience only and shall not limit in any way the scope of any provision of this PO.

63. CONTINUING TERMS AND SEVERABILITY.

The Proprietary Information and indemnity clauses contained herein shall survive termination or cancellation of this PO. If any part, term or provision of this PO contravenes any law of a federal, state or local government having jurisdiction over this PO, that part, term, or provision shall be inoperative in that jurisdiction, and the validity of the remaining portions or provisions shall not be affected thereby.

64. NON-WAIVER.

No waiver by Purchaser of any breach by Seller of any of its obligations shall constitute a waiver of any subsequent breach of the same or other obligations. No payment made hereunder shall be deemed an acceptance or approval of any defective or unsatisfactory material or workmanship, or a waiver of Purchaser's right to later reject the same. Purchaser's failure to insist on strict performance at any time shall not constitute a waiver by Purchaser of the



requirement for strict performance by the Seller at all subsequent times. The rights and remedies provided in this agreement are in addition to others provided bylaw; any failure to state a right or remedy herein does not constitute a waiver of such other rights or remedies.

**65. EXPORT AND IMPORT COMPLIANCE**

A. Export Compliance. Seller is advised that its performance of this PO may involve the use of or access to articles, technical data or software that is subject to export controls under 22 United States Code 2751 – 2796 (Arms Export Control Act) and 22 Code of Federal Regulations 120-130 (International Traffic in Arms Regulations) or 50 United States Code 2401 – 2420 (Export Administration Act) and 15 Code of Federal Regulations 768 – 799 (Export Administration Regulations) and their successor and supplemental laws and regulations (collectively hereinafter referred to as the “Export Laws and Regulations”). Seller represents and warrants that it is either: (i) A U.S. Person as that term is defined in the Export Laws and Regulations; or (ii) That it has disclosed to Purchaser’s Representative in writing the country in which it is incorporated or otherwise organized to do business, or if a natural person, all citizenships and US immigration status. Seller shall comply with any and all Export Laws and Regulations, and any license(s) issued there under.

B. Foreign Personnel/Persons. Seller shall not give any Foreign Person (including Seller's own non-US employees or affiliates) access to Technical Data, software or Defense Articles, or provide an unauthorized Defense Service as those terms are defined in the applicable Export Laws and Regulations without the prior written consent of Purchaser. Any request for such consent must state the intended recipient’s citizenship(s), and status under 8 U.S.C. 1101 and 8 U.S.C. 1324 (the “Immigration and Naturalization Act”), and such other information as Purchaser may reasonably request. No consent granted by Purchaser in response to Seller’s request under this subparagraph B. shall relieve Seller of its obligations to comply with subparagraph A. of this provision or the Export Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of subparagraph A, nor constitute consent for Seller to violate any requirement of the Export Laws and Regulations.

C. Indemnification. Seller shall indemnify and hold harmless Purchaser, Purchaser’s parent and affiliates and each of their respective officers, directors, employees, and agents from any claims or suits brought and liabilities and losses (including attorney fees), arising out of claims, suits, allegations or charges of Seller’s failure to comply with the requirements of this provision and breach of the warranty set forth in subparagraph A. If Seller fails to defend, hold harmless, and indemnify Purchaser as provided in this provision, then Seller shall pay for any damages (including attorney fees), claims, losses, fees, and costs incurred by Purchaser in the defense of any action related to this PO and/or in the prosecution of any action to enforce the terms of this provision. Any failure of Seller to comply with the requirements or any breach of the warranty contained in this provision shall be a material breach of this PO.

D. Subcontracts. The substance of this provision, including this subparagraph D, shall be incorporated into any lower-tier subcontract entered into by Seller for the performance of any part of the work under this PO.

**66. PROVISIONS INCORPORATED BY REFERENCE.**

The below listed Federal Acquisition Regulation (FAR) and the Department of Defense Federal Acquisition Regulation Supplement (DFARS) clauses are hereby incorporated by reference and made part of this PO with the same force and affect as though set forth in full text herein. Unless the text in these clauses clearly reserves rights in the Government only or as otherwise noted, the terms “PO” shall be substituted for “Contract;” “Purchaser” for “Government” or “Contracting Officer;” “Seller” for “Contractor;” and “Seller’s subcontractor” for “Subcontractor.” The full text of a clause may be accessed electronically at these addresses: <http://www.arnet.gov/far/> or <http://farsite.hill.af.mil>.

CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
<b>FAR</b>	<b>Federal Acquisition Regulation</b>	
52.203-6*	Restrictions on Subcontractor Sales to the Government (applies to Orders over Simplified Acquisition Threshold (SAT)) (Alt 1 applies to commercial items)	(Sep 2006)
52.203-7*	Anti-Kickback Procedures (applies to Orders over SAT) (Alt 1 applies to commercial items)	(May 2014)
52.203-12*	Limitation on Payments to Influence Certain Federal Transactions (applies to Orders over \$150,000)	(Oct 2010)
52.203-13*	Contractor Code of Business Ethics and Conduct (applies to Orders over \$5,000,000 and has a performance period of more than 120 days. Notwithstanding any alterations to this clause to reflect the relationship between Purchaser and Seller, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the Office of the Inspector General of the agency issuing the prime contract under which this subcontract is being issued, with a copy to the Contracting Officer of the prime contract.)	(Oct 2015)

CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.203-14*	Display of Hotline Poster(s) (applies to Orders over \$5,000,000 except for commercial items or performed entirely outside United States)	(Oct 2015)
52.203-15*	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (applies to ARRA funded Orders only)	(Jun 2010)
52.203-16*	Preventing Personal Conflicts of Interest <i>(applicable only to orders that exceed \$150,000 and in which subcontractor employees will perform "acquisition functions closely associated with inherently governmental functions")</i>	(Dec 2011)
52.203-19*	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	(Jan 2017)
52.204-2*	Security Requirements (applies to Orders that involve access to classified information, delete para. (c))	(Aug 1996)
52.204-9*	Personal Identity Verification of Contractor Personnel <i>(applies to Orders requiring access to a Federally-controlled facility or information system; contact Buyer for procedures)</i>	(Jan 2011)
52.204-21*	Basic Safeguarding of Covered Contractor Information Systems <i>(applies to Orders (including those for acquisition of commercial items, other than commercially available off-the-shelf items), in which the Seller may have "Federal contract information," as that term is defined in paragraph (a) of this clause, residing in or transiting through its information system.)</i>	(Jun 2016)
52.204-23*	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	(Jul 2018)
52.204-25*	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	(Aug 2019)
52.209-6*	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment <i>(applies to Orders over \$35,000 for other than commercially available off-the-shelf items)</i>	(Oct 2015)
52.211-15*	Defense Priority and Allocation Requirements	(Apr 2008)
52.215-2*	Audit And Records – Negotiation (applies to Orders over the SAT threshold)	(Oct 2010)
52.215-12*	Subcontractor Cost or Pricing Data (applies to Orders over the TINA threshold)	(Oct 2010)
52.215-13 *	Subcontractor Cost or Pricing Data – Modifications <i>(applies to Orders over the TINA threshold)</i>	(Oct 2010)
52.215-14*	Integrity of Unit Prices and Alt I (Oct 1997) <i>(applies to Orders over the SAT threshold, delete paragraph(b))</i>	(Oct 2010)
52.215-15*	Pension Adjustments and Asset Reversions <i>(applies to Orders over the TINA threshold)</i>	(Oct 2010)
52.215-18*	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions <i>(applies to Orders over the TINA threshold)</i>	(Jul 2005)
52.215-19*	Notification of Ownership Changes <i>(applies to Orders over the TINA threshold)</i>	(Oct 1997)
52.215-23*	Limitation on Excessive Pass-Through Charges <i>(applies to Orders over the TINA threshold)</i>	(Oct 2009)
52.222-4*	Contract Work Hours And Safety Standards Act - Overtime Compensation	(May 2018)

CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.222-20*	Walsh-Healey Public Contracts Act <i>(applies to Orders over \$15,000)</i>	(Oct 2010)
52.222-21*	Prohibition on Segregated Facilities	(Apr 2015)
52.222-26*	Equal Opportunity	(Sep 2016)
52.222-35*	Equal Opportunity for Veterans <i>(applies to orders of \$100,000 or more)</i>	(Oct 2015)
52.222-36*	Affirmative Action for Workers with Disabilities <i>(applies to Orders over \$15,000)</i>	(Jul 2014)
52.222-37*	Employment Reports on Veterans <i>(applies to Orders of \$100,000 or more).</i>	(Feb 2016)
52.222-40*	Notification of Employee Rights Under the National Labor Relations Act <i>(applies to Orders over \$10,000)</i>	(Dec 2010)
52.222-50*	Combating Trafficking in Persons	(Jun 2019)
52.222-54*	Employment Eligibility Verification	(Oct 2015)
52.222-99*	Notification of Employee Rights Under the National Labor Relations Act	(Jun 2010)
52.223-7*	Notice of Radioactive Materials	(Jan 1997)
52.223-14*	Toxic Chemical Release Reporting <i>(applies to Orders over \$100,000 except paragraph (e))</i>	(Aug 2003)
52.225-13*	Restrictions on Certain Foreign Purchases	(Jun 2008)
52.223-18*	Encouraging Contractor Policies to Ban Text Messaging While Driving <i>(applies to Orders over micro-purchase threshold)</i>	(Aug 2011)
52.227-1*	Authorization and Consent <i>(applies to Orders over SAT; Alt I applies to Research and Development Orders; Alt II applies to communication services)</i>	(Dec 2007)
52.227-2*	Notice and Assistance Regarding Patent and Copyright Infringement	(Dec 2007)
52.227-9*	Refund of Royalties <i>(applies when reported royalties exceed \$250)</i>	(Apr 1984)
52.227-10*	Filing of Patent Applications - Classified Subject Matter <i>( applies to Orders that cover classified subject matters)</i>	(Dec 2007)
52.228-3*	Workers' Compensation Insurance (Defense Base Act) <i>(only for work outside the United States when the Defense Base Act applies)</i>	(Jul 2014)
52.228-5*	Insurance - Work on a Government Installation <i>(applies to Orders requiring work on a Government installation)</i>	(Jan 1997)
52.230-3*	Disclosure and Consistency of Cost Accounting Practices <i>(applies to negotiated Orders over \$750,000 with CAS covered Sellers, except paragraph "(b)")</i>	(Oct 2015)
52.230-6*	Administration of Cost Accounting Standards <i>(applies to Orders over \$700,000 with CAS covered sellers)</i>	(Jun 2010)
52.232-40*	Providing Accelerated Payments to Small Business Subcontractors <i>(applies only to Orders with small business concerns)</i>	(Dec 2013)
52.234-1*	Industrial Resources Developed Under Defense Production Act Title III	(Sep 2016)
52.236-13*	Accident Prevention	(Nov 1991)

CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.244-6*	Subcontracts for Commercial Items	(Jan 2019)
52.247-63*	Preference for U.S. Flag Air Carriers <i>(applies to any Orders and lower-tier subcontracts that involve international air transportation)</i>	(Jun 2003)
52.247-64*	Preference for Privately Owned U.S. Flag Commercial Vessels	(Feb 2006)
52.248-1*	Value Engineering <i>(applies to Orders of \$150,000 or more except as specified in FAR 48.201(a)) (substitute "Buyer" for "Contracting Officer" and "Government" throughout, except where used in the term "Government costs" and in paragraph (m) where "Government" shall mean "Government and/or Buyer.")</i>	(Oct 2010)
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
<b>DFARS</b>	<b>Defense Federal Acquisition Regulation Supplement</b>	
252.203-7001*	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies <i>(applies to Orders over the SAT threshold except commercial items)</i>	(Dec 2008)
252.203-7002*	Requirement to Inform Employees of Whistleblower Rights	(Sep 2013)
252.203-7004*	Display of Hotline Posters  <i>(applies to Orders over \$5.5 million except Orders for commercial items)</i>	(Oct 2016)
252.204-7000*	Disclosure of Information	(Dec 1991)
252.204-7004*	Antiterrorism Awareness Training for Contracts <i>(applies to all Orders under which Seller will require routine physical access to a Federally-controlled facility or military installation)</i>	(Feb 2019)
252.204-7012*	Safeguarding Covered Defense Information and Cyber Incident Reporting  <i>(applies if covered defense information is provided to, or delivered by, Seller under this Order; Seller shall also provide Buyer with any reports it receives from lower tier subcontractors pursuant to this clause)</i>	(Oct 2016)
252.204-7015*	Notice of Authorized Disclosure of Information for Litigation Support	(May 2016)
252.208-7000*	Intent to Furnish Precious Metals as Government-Furnished Material  <i>(applies to all Orders unless it is known that the item being purchased contains no precious metals)</i>	(Dec 1991)
252.211-7000*	Acquisition Streamlining  <i>(applies to Orders over \$1,500,000)</i>	(Oct 2010)
252.211-7003*	Item Identification and Valuation  <i>(applies to Orders when any item is listed as requiring unique item identification)</i>	(Mar 2016)
252.223-7006*	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials—Basic <i>(applies only when performing work on a DoD facility)</i>	(Sep 2014)

CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
<b>DFARS</b>	<b>Defense Federal Acquisition Regulation Supplement</b>	
252.223-7008*	Prohibition of Hexavalent Chromium <i>(applies to subcontracts for supplies, maintenance and repair services, or construction materials)</i>	(Jun 2013)
252.225-7007*	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies <i>(applies to Orders for items covered by the United States Munitions List and 600 series of the Commerce Control List)</i>	(Dec 2018)
252.225-7009*	Restriction on Acquisition of Certain Articles Containing Specialty Metals <i>(Sellers utilizing the minimal content exception in paragraph (c)(6) shall submit a "Good Faith Estimate" on a form designated by Purchaser)</i>	(Oct 2014)
252.225-7013*	Duty-Free Entry	(May 2016)
252.225-7016*	Restriction on Acquisition of Ball And Roller Bearings <i>(commercial items and items not containing ball or roller bearings are exempt)</i>	(Jun 2011)
252.225-7019*	Restriction on Acquisition of Anchor and Mooring Chain <i>(applies to items containing welded shipboard anchor and mooring chain, four inches or less in diameter)</i>	(Dec 2009)
252.225-7025*	Restriction on Acquisition of Forgings <i>(applies to forged items or items containing forged items)</i>	(Dec 2009)
252.225-7033*	Waiver of United Kingdom Levies <i>(applies to Orders with UK firms exceeding \$1 million)</i>	(Apr 2003)
252.225-7048*	Export-Controlled Items	(Jun 2013)
252.226-7001*	Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns <i>(applies to Orders exceeding \$500,000)</i>	(Sep 2004)
252.227-7013*	Rights in Technical Data - Noncommercial Items & Alt II (Mar 2011) <i>(applies only to technical data any portion of which was developed in any part at Government expense)</i>	(Feb 2014)
252.227-7014*	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation <i>(applies only to computer software or computer software documentation any portion of which was developed in any part at Government expense)</i>	(Feb 2014)
252.227-7015*	Technical Data – Commercial Items & Alt. I (Dec 2011) <i>(applicable to Orders calling for the delivery of technical data for commercial items developed in any part at private expense)</i>	(Feb 2014)
252.227-7016*	Rights in Bid or Proposal Information	(Jan 2011)
252.227-7019*	Validation of Asserted Restrictions - Computer Software <i>(applies to Orders that will be furnishing computer software during performance of Order)</i>	(Sep 2011)

CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
<b>DFARS</b>	<b>Defense Federal Acquisition Regulation Supplement</b>	
252.227-7037*	Validation of Restrictive Markings on Technical Data ( <i>commercial items or components exempt</i> )	(Jun 2013)
252.227-7038*	Patent Rights—Ownership by the Contractor (Large Business) <i>(applies to Orders for experimental, developmental, or research work)</i>	(Jun 2012)
252.234-7004*	Cost and Software Data Reporting System—Basic <i>(applies to Orders over \$50 million)</i>	(Nov 2014)
252.235-7003*	Frequency Authorization <i>(applies to Orders requiring radio frequency authorization)</i>	(Mar 2014)
252.236-7013*	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers  <i>(applies only to steel being procured as a construction material with funds appropriated by Title I of the Military Construction and Veterans Affairs Appropriations Act, 2009 (Pub. L. 110-329, Division E))</i>	(Jan 2009)
252.237-7010*	Prohibition on Interrogation of Detainees by Contractor Personnel <i>(applies only if subcontractor personnel may interact with detainees in the course of their duties)</i>	(Nov 2010)
252.237-7019*	Training for Contractor Personnel Interacting with Detainees <i>(applies only if subcontractor personnel may interact with detainees in the course of their duties)</i>	(Sep 2006)
252.239-7016*	Telecommunication Security Equipment, Devices, Techniques and Services ( <i>applies to Orders that require securing telecommunications</i> )	(Dec 1991)
252.244-7000*	Subcontracts for Commercial Items and Commercial Components (DoD Contracts) <i>(supplements FAR 52.244-6)</i>	(Jun 2013)
252.246-7003*	Notification of Potential Safety Issues ( <i>applies to Orders that Items are identified as: (i) critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system</i> )	(Jun 2013)
252.246-7007*	Contractor Counterfeit Electronic Part Detection and Avoidance System <i>(excluding the introductory text and including only paragraphs (a) through (e)) (applicable only where the Order requires delivery of electronic parts or assemblies containing electronic parts)</i>	(Aug 2016)
252.246-7008*	Sources of Electronic Parts <i>(applies to Orders for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer)</i>	(May 2018)
252.247-7023*	Transportation of Supplies By Sea <i>(applies to Orders over the SAT; below the SAT only paragraphs (a) through (e), and (h), apply)</i>	(Feb 2019)
252.247-7024*	Notification of Transportation of Supplies By Sea ( <i>applies to Orders for noncommercial items</i> )	(Mar 2000)

\* Denotes Mandatory Flow Down where applicable.