

**Appendix 'A'**

**26<sup>TH</sup> SERIES  
STANDARD PURCHASE ORDER TERMS AND CONDITIONS**

1. Definitions

As used herein "Buyer" means Lockheed Martin Corporation acting through its Aeronautics Material Management Center; "Seller" means the party identified on the face of this purchase order; Except in the term "commercial item" as defined at FAR 2.101 and its plural commercial items, "Items" or "items" means all required articles, materials, supplies and services (singular "Item," or "item," plural "Items," or "items"); "PO" means this purchase order; "Buyer's Authorized Representative" means the person or persons authorized by Buyer to alter, modify or change the provisions of this PO, "Government" means the "Government of the United States of America and those authorized or delegated responsibility to act on its behalf," except where specifically stated to be the government of another country; and "Prime Contract" means the Government contract under which this PO is issued. "Commercial Item," "commercial component" "component" and "nondevelopmental item" shall have the meaning as set forth at FAR 52.202-1.

2. Delivery

- (a) Delivery shall be made in strict accordance with the terms of this PO.
- (b) In the event of termination or change, no claim will be allowed for any manufacture or procurement by Seller in advance of reasonable flow time unless Buyer's prior written consent has been obtained by Seller for such advance manufacture or procurement. Buyer shall have the right to return or store at Seller's expense any Item delivered in advance of the scheduled delivery date specified for such Item unless Buyer has given such prior written consent for such advance delivery.
- (c) If, at any time, it appears to Seller that any delivery schedule cannot be met, Seller shall notify Buyer as soon as possible as to the cause or causes thereof; action being taken to remove such cause or causes and when on-schedule status will be achieved. Seller, at its expense, shall take reasonable action necessary, with or without request of Buyer to meet such schedules as set forth herein or to recover to the maximum extent possible any delay caused by Seller in meeting such schedule. Notification given and/or action taken by Seller under this clause shall in no way limit Buyer's rights under other provisions of this PO, at law, or in equity.

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

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) Year 2000 compliant, as used in this clause, means that with respect to information technology, that the information technology accurately processes date/time data (including but not limited to, calculating, comparing, and sequencing) from, to, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

Any and all products provided hereunder will be Year 2000 compliant at the time of delivery to Lockheed Martin Corporation (Lockheed Martin), including but not limited to accurately inputting, storing, manipulating, comparing, calculating, updating, displaying, outputting, and transferring such dates and data unless otherwise expressly provided herein by Lockheed Martin.

This provision takes precedence over all other provisions of this agreement with respect to Year 2000 compliance. In the event of a discovery of any non-compliance, either before, concurrent with, or subsequent to delivery of a good or service under this agreement, the discovering party shall notify the other party within five (5) business days of discovery. If the defective good or service is being presented for acceptance or has already been delivered, at Lockheed Martin's option, the defective good or service shall be repaired or replaced within ten (10) business days of such notice at no cost to Lockheed Martin.

Nothing in this provision shall be construed to limit any other rights or remedies under this contract, at law or in equity that Lockheed Martin may have with respect to Year 2000 compliance.

- (e) 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.
- (d) CERTIFICATIONS AND REPRESENTATIONS

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

The following 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 clause incorporated below, substitute "Lockheed Martin" for "Government" and "Contracting Agency" and "Lockheed Martin Procurement Representative" for "Contracting Officer" 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.

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

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

- (a) CONTRACTOR certifies that, to the best of its knowledge and belief, that CONTRACTOR and/or any of its Principals, (as defined 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) CONTRACTOR shall provide immediate written notice to LOCKHEED MARTIN 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.**

CONTRACTOR represents that if CONTRACTOR has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26) (i) CONTRACTOR has filed all required compliance reports and (ii) that 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.**

CONTRACTOR represents (1) that CONTRACTOR 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) that in the event such a program does not presently exist, CONTRACTOR will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this Contract.

(5) **FAR 52.223-1 Clean Air and Water Certification** (Applicable to solicitations and Contracts exceeding \$100,000).

- (a) CONTRACTOR certifies that any facility to be used in the performance of a contract is not listed on the Environmental Protection Agency List of Violating Facilities.
- (b) CONTRACTOR shall immediately notify the LOCKHEED MARTIN Procurement Representative, before any contract award, or the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of any contract is under consideration to be listed on the EPA list of Violating Facilities.

(c) CONTRACTOR will include a certification substantially the same as this certification, including this paragraph (3), in every non-exempt subcontract.

(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) CONTRACTOR certifies that—

As the owner or operator of facilities that will be used in the performance of this Contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), CONTRACTOR will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

None of its owned or operated facilities to be used in the performance of this Contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

- (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or
- (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

8. Responsibility for Property

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



10. Use of Data Furnished by Buyer

The information contained in reports, drawings, documents or other records ("Information") which are furnished to Seller by Buyer relative to this PO, to the extent that such information is not in the public domain, shall not be disclosed to others, except to subcontractors as necessary for completion of this PO, in which event the subcontractors shall have the same obligation of nondisclosure and restriction on use. Such information shall not be used or reproduced for any purpose whatsoever except in the performance of work under this PO. Upon completion, termination or cancellation of this PO, Seller shall, if requested by Buyer, return all property to Buyer thirty (30) days after the effective date of such completion, 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 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, -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 252.227-7013 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 of this PO. Seller acknowledges it is been provided the opportunity to examine the clauses thus incorporated in this PO, and is familiar with such incorporated clauses.
- (2) Seller agrees to comply with clauses thus incorporated in this PO as the "Contractor." Seller further agrees that, except to the extent Buyer's rights are limited by the terms of an incorporated clause, the rights of the Government in such clauses may also be exercised by or through Buyer, and "Government" in such clauses shall be so construed. In DFARS clause 252.227-7013, "Contract No." means the prime contract(s) under which this PO is issued and, in the Government Purpose Rights legend and Limited Rights legend, the entries for "Contractor" name and address shall be identified as "Prime Contractor" and shall mean "Buyer" name and address; Seller shall also include an entry for "Subcontractor" name and address, which shall mean "Seller." In DFARS clause 252.227-7014, "Contract No." means the prime contract(s) under which this PO is issued and, in the Government Purpose Rights legend and Restricted Rights

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

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

- (1) As to other than commercial items: technical data furnished by Seller under this PO shall be provided with "Unlimited Rights" as that term is defined in DFARS 252.227-7013 (June 1995), which is incorporated in this PO by reference for purposes of this subparagraph(b)(1).
- (2) As to other than commercial computer software, and other than commercial computer software documentation: computer software, and computer software documentation furnished by Seller under this PO shall

respective employees. Seller and its subcontractors shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering the legal liability of Seller and such subcontractors on account of accidents arising out of the operations of Seller or such subcontractors and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At Buyer's request, Seller shall furnish to Buyer certificates from Seller's and/or its subcontractors' insurers showing such coverage in effect and agreeing to give Buyer ten (10) days' prior written notice of cancellation of such coverage.

#### 14. Amendments Required by the Prime Contract

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

#### 15. Remedies/Waiver

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

#### 16. Assignment

Seller shall not assign any of its rights under this PO without the prior written consent of Buyer, except that claims for monies due or to become due under this PO may be assigned to a bank, trust company or other financing institution, including any Federal lending agency, by Seller without such consent. Seller shall furnish Buyer with two signed copies of any such assignment. Payment to an

17. Ozone Depleting Substances (“ODS”)

If Seller has not obtained specific authorization from Buyer or the Government to continue the use of Class I Ozone Depleting Substances (“ODS”), then Seller shall notify Buyer if any of such ODS are required in the performance of this PO or will be delivered as part of the Item(s) under this PO.

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

being performed in connection with any Item to be delivered under this PO, to review progress and witness testing of such Items. Seller shall include this clause in all of Seller's subcontracts under this PO.

## 21. Governing Law

This PO shall be construed, interpreted and applied in accordance with the Federal law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals. To the extent that the Federal law of Government contracts is not

applicable, the law of the state in which the PO is to be performed shall apply. In the event of a dispute, the parties agree to submit the dispute to the Federal Acquisition Regulation (FAR) for resolution.

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

- (d) Seller shall properly describe Seller's Less than Truckload shipments in accordance with the National Motor Freight Classification to insure the correct classification rate. Include this PO number on all carrier bills of lading and shipping labels. Combine on the same bill of lading, all shipments consigned to the same Buyer address and ship on the same day. No C.O.D. (Collect on Delivery) shipments will be received by Buyer. There shall be no deviation

26. Severability of Provisions

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

27. Contractual Commitments

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

28. Notification of Changes

(a) Only Buyer's Authorized Representative may direct or redirect Seller's effort hereunder. In the event, however, Seller considers any conduct including any action, inaction, written or oral communication by Buyer or Buyer's customer



days of the request. Seller agrees to furnish current information to Buyer in



Clause 36. For the FAR II and DFARS II listings, except where a date is provided, the FAR and DFARS clauses are those in effect as of the date of this PO, or, if no such clause is in effect as of the date of this PO, then such clause as was most recently in effect.

The prime contracts listed under the heading "Prime Contracts – FASA ADDED" are dated prior to October 1, 1995, but, due to prime contractual modifications, have been changed to include certain FAR and DFARS clauses having an effectivity of October 1995 or later.

Buyer and Seller agree that they intend for the clauses thus incorporated to establish obligations on Seller as a subcontractor to Buyer, including without

- 52.212-8 **Defense Priority and Allocation Requirements (SEP 1990).**
- 52.212-13 **Stop Work Order (AUG 1989)** - “Contracting Officer” and “Government” mean Buyer.
- 52.215-1 **Examination of Records by Comptroller General (FEB 1993)** - If this PO exceeds \$10,000.
- 52.215-2 **Audit - Negotiation (FEB 1993).**
- 52.215-22 **Price Reduction for Defective Cost or Pricing Data (JAN 1991)** - In paragraph (a)(2), “subcontractor” means Seller or Seller's subcontractors, and “Contractor” means Buyer. If Buyer is subject to any liability or expense, including without limitation Government withholding of payments, as the result of: 1) Seller's or its lower-tier subcontractors' submission and/or certification of alleged or actual defective cost or pricing data, as set forth in this clause and in FAR 52.215-23; 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 of final price agreement given on Buyer's 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 of Buyer's final price agreement; or 3) the Government Contracting Officer's rejection of Seller's or Seller's lower-tier subcontractor's claim for exemption from submission of certified cost or pricing data on the basis that the price offered by the Seller or lower-tier subcontractor is based on an established catalog or market price of a commercial item sold in substantial quantities to the general public, is a price set by law or regulation; or, on any other basis set forth in FAR 15.804-3 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 52.215-23; then, Seller agrees to indemnify and hold Buyer harmless to the full extent of any damage or expense resulting from such action.
- 52.215-23 **Price Reduction for Defective Cost or Pricing Data - Modifications (NOV 1994).**
- 52.215-24 **Subcontractor Cost or Pricing Data (NOV 1994).**
- 52.215-25 **Subcontractor Cost or Pricing Data - Modifications (NOV 1994).**
- 52.215-26 **Integrity of Unit Prices (APR 1991), with its Alternate I (APR 1991)** - Delete paragraph (c).
- 52.215-27 **Termination of Defined Benefit Pension Plans (SEP 1989)** - If this PO requires certified cost or pricing data and

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

52.215-39

**Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (FEB 1995)** - If this PO requires certified cost or pricing data or if any preaward or postaward cost determinations will be subject to FAR subpart 31.2.

52.215-40

**Notification of Ownership Changes (FEB 1995)** - If this PO meets the applicability requirements of FAR 15.804-8(g).

- 52.222-35 **Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)** - If this PO exceeds \$10,000.
- 52.222-36 **Affirmative Action for Handicapped Workers (APR 1984)** - If this PO exceeds \$2,500.
- 52.222-37 **Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)** - If this PO is for \$10,000 or more.
- 52.223-2 **Clean Air and Water (APR 1984).**
- 52.223-3 **Hazardous Material Identification and Material Safety Data (NOV 1991)** - "Government" means Buyer or the Government.
- 52.223-7 **Notice of Radioactive Materials (NOV 1991)** - "Government" means Buyer or the Government. In paragraph (a), "Contracting Officer" means Buyer.
- 52.223-11 **Ozone - Depleting Substances (JUN 1996).**
- 52.223-14 **Toxic Chemical Release Reporting** - If this PO was awarded on the basis of competition and exceeds \$100,000, including the value of all options. Delete paragraph (e).
- 52.225-10 **Duty-Free Entry (APR 1984)** - Except where noted herein, "Contracting Officer" and "contract administration office" mean Buyer, and "foreign" means non-U.S. In Paragraph (b)(1), change "20 days" to "30 days," and "contract" means the prime contract(s). In Paragraph (b)(2), delete the fifth word "determines" and substitute the words "has been notified" in lieu thereof. In Paragraph (d), "Contracting Officer" means Contracting Officer, and "this contract" means the prime contract(s). In Paragraph (e), "this contract" means the prime contract(s), and "Contracting Officer" means Contracting Officer. In Paragraph (h), "contract administration office" means contract administration office, and "Contracting Officer" means Contracting Officer.
- 52.225-11 **Restrictions on Certain Foreign Purchases (MAY 1992).**
- 52.228-3 **Workers' Compensation Insurance (Defense Base Act)** - If the Defense Base Act applies to this PO.
- 52.228-5 **Insurance - Work on a Government Installation (SEP 1989)** - If work is to be performed on a Government installation.
- 52.229-3 **Federal, State and Local Taxes (JAN 1991)** - "Government" and "Contracting Officer" mean Buyer.
- 52.229-6 **Taxes - Foreign Fixed-Price Contracts (JAN 1991)** - 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 taxes and duties of the Consortium Countries in which such expenditures are made. In accordance with and subject to the above clause, Seller has not included any allowance for such aforementioned taxes and duties in the PO price. In addition, the PO prices herein contain no allowance for any other taxes or duties applicable to this PO which may be levied or assessed by any governmental agency or taxing authority outside the United States. In the event that Seller or any subcontractor hereunder is required to pay or bear the burden of any other such taxes or duties, the PO price herein shall be correspondingly increased.

- 52.233-3 **Protest After Award (AUG 1989)** - Add "Prime" before "Protest." "Contracting Officer" and "Government" mean Buyer.
- 52.234-1 **Industrial Resources Developed Under Defense Production Act Title III (FEB 1995)** - "Contracting Officer" means Buyer.
- 52.242-12 **Report of Shipment (REPSHIP) (DEC 1989).**
- 52.243-1 **Changes - Fixed Price (AUG 1987)** - "Contracting Officer" and "Government" mean Buyer.
- 52.244-5 **Competition in Subcontracting (APR 1984).**
- 52.245-2 **Government Property (Fixed-Price Contracts)(DEC 1989)** - "Government" means Buyer except 1) in the terms "Government-furnished property" and "Government property," 2) the second time it appears in Paragraphs (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 (DEC 1989)** - Applicable 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

- 52.246-2                   **Inspection of Supplies - Fixed-Price (JUL 1985)** - “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 (c) and (d), it means Buyer and the Government (provided, however, than an inspection system accepted by the Government will be deemed acceptable to the Buyer), and the first time it appears in Paragraph (k), it means Government or Buyer. The provisions in the clause for access, rights to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.
- 52.246-23                   **Limitation of Liability (APR 1984).**
- 52.246-25                   **Limitation of Liability - Services (APR 1984)** - If this PO is over \$25,000.
- 52.247-63                   **Preference for U.S.-Flag Air Carriers (APR 1984)** - If this PO involves international air transportation.
- 52.247-64                   **Preference for Privately-Owned U.S. - Flag Commercial Vessels (JUL 1995)** - If this PO exceeds \$25,000.
- 52.248-1                   **Value Engineering (MAR 1989)** - “Contracting Officer” means Buyer, except in Paragraph (j), sentence 3, where it means Contracting Officer. “Government” means Buyer in Paragraphs (e)(1), (e)(2), (g)(4), and (l)(4), and means Government and Buyer in the first sentence of Paragraph (m), and in sentence 2 of the legend. Replace the share percentage figures in Paragraphs (f) and (j) with those the parties agree to.
- 52.249-2                   **Termination for Convenience (Fixed-Price) (APR 1984)** - “Government” and “Contracting Officer” mean Buyer, except in Paragraph (m), where they mean Government and Contracting Officer, respectively. In Paragraph (c), the term “45 days” is changed to “90 days.” The term “1 year” in Paragraph (d) is changed to “6 months.”
- 52.249-8                   **Default (APR 1984)** - “Government” and “Contracting Officer” mean Buyer, except in paragraph (c), where they mean Government and Contracting Officer, respectively.

**FAR II**

**TITLE**

**Part A**

**The clauses listed in this FAR II, Part A, are not applicable to the portion, if any, of this PO which is for a commercial item(s) as described in FAR 2.101. However, no item purchased under this PO shall be regarded as a commercial item(s) unless it is specifically so designated in this PO**



- 52.203-6 **Restrictions on Subcontractor Sales to the Government** - If this PO exceeds \$100,000.
- 52.203-12 **Limitation on Payments to Influence Certain Federal Transactions** - If this PO exceeds \$100,000. Change the beginning of paragraphs c(1) and c(2) to read: "Seller shall file with Buyer a disclosure form...", and "such person" means Seller.
- 52.204-4 **Printing/Copying Double Sided on Recycled Paper.**
- 52.215-2 **Audit & Records - Negotiation.**
- 52.215-22 **Price Reduction for Defective Cost or Pricing Data (OCT 1995) (or, if included in Buyer's prime contract, 52.215-10, Price Reduction for Defective Cost or Pricing Data (OCT 1997))** - In paragraph (a)(2), "subcontractor" means Seller or Seller's subcontractors, and "Contractor" means Buyer. If Buyer is subject to any liability or expense, including without limitation Government withholding of payments, as the result of: 1) Seller's or its lower-tier subcontractors' submission and/or certification of alleged or actual defective cost or pricing data, as set forth in this clause and in FAR 52.215-23 (or 52.215-11, as applicable); 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 on the basis that the price offered by the Seller or lower-tier subcontractor is based on an established catalog or market price of a commercial item sold in substantial quantities to the general public, is a price set by law or regulation, is a commercial item; or, on any other basis set forth in FAR 15.804-1 (or FAR 15.403-1, as applicable) 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 52.215-23, (or 52.215-11, as applicable), then Seller agrees to indemnify and hold Buyer harmless to the full extent of any damage or expense resulting from such action.
- 52.215-23 **Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1995) (or, if included in Buyer's prime contract, 52.215-11, Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)).**

52.215-24

**Subcontractor Cost or Pricing Data (OCT 1995) (or, if included in Buyer's prime contract, 52.215-12,**

- 52.228-5 **Insurance - Work on a Government Installation** - If work is to be performed on a Government installation.
- 52.234-1 **Industrial Resources Developed Under Defense Production Act Title III** - "Contracting Officer" means Buyer.
- 52.237-8 **Restriction on Severance Payments to Foreign Nationals.**
- 52.244-5 **Competition in Subcontracting.**
- 52.246-23 **Limitation of Liability (APR 1984)** - Not applicable to the extent this PO is issued under a prime contract dated after January 1997.
- 52.246-25 **Limitation of Liability - Services (APR 1984)** - If this PO is over \$25,000; but, not applicable to the extent this PO is issued under a prime contract dated after January 1997.
- 52.247-63 **Preference for U.S. - Flag Air Carriers** - If this PO involves international air transportation.
- 52.247-64 **Preference for Privately Owned U.S. - Flag Commercial Vessels** - If this PO exceeds \$50,000 unless specified as \$100,000 elsewhere herein.
- 52.248-1 **Value Engineering** - "Contracting Officer" means Buyer, except in Paragraph (j), sentence 3, where it means Contracting Officer. "Government" means Buyer in Paragraphs (e)(1), (e)(2), (g)(4), and (l)(4), and means Government and Buyer in the first sentence of Paragraph (m), and in sentence 2 of the legend. Replace the share percentage figures in Paragraphs (f) and (j) with those the parties agree to.

**FAR II**

**TITLE**

**Part B**

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

- 52.203-7 **Anti-kickback Procedures** - If this PO exceeds \$100,000. Delete paragraph (c)(1). In paragraph (c)(2), sentence two, insert "Buyer and to" after the sixth word "to." In paragraph (c)(3), insert "Buyer and" after the sixth word "with." Add the following to the end of paragraph (c)(4): "In addition to any other remedies which the Buyer has at law, in equity, or under this PO, Buyer shall have the right to withhold from Seller the amount, if any, that the Contracting Officer directs Buyer to withhold from Seller."
- 52.204-2 **Security Requirements** - If access to classified material is required.

- 52.211-5 **New Material** - “Contracting Officer” and “Government” mean Buyer in the last two sentences.
- 52.211-6 **Listing of Other than New Material Residual Inventory, and Former Government Surplus Property.** (This clause is not applicable for subcontracts under prime contracts entered into after 11-01-97).
- 52.211-7 **Other Than New Material, Residual Inventory, and Former Government Surplus Property** - “Contracting Officer” means Buyer. (This clause is not applicable for subcontracts under prime contracts entered into after 11-01-97).
- 52.211-15 **Defense Priority and Allocation Requirements.**
- 52.215-42 **Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (or, if included in Buyer’s prime contract 52.215-21, Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997)).**
- 52.215-43 **Audit - Commercial Items.** (Applies only to commercial items, if any.)
- 52.219-8 **Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns** - If this PO offers further subcontracting opportunities, or exceeds \$500,000.
- 52.219-9 **Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan** - If this PO contains the clause at FAR 52.219-8. “Contracting Officer” means Buyer in the first sentence of paragraph (c).
- 52.222-21 **Prohibition of Segregated Facilities**
- 52.222-26 **Equal Opportunity.**
- 52.222-35 **Affirmative Action for Special Disabled and Vietnam Era Veterans** - If this PO exceeds \$10,000.
- 52.222-36 **Affirmative Action for Handicapped Workers** - If this PO exceeds \$2,500.
- 52.223-3 **Hazardous Material Identification and Material Safety Data** - “Government” means Buyer or the Government.
- 52.223-7 **Notice of Radioactive Materials** - “Government” means Buyer or the Government. In paragraph (a), “Contracting Officer” means Buyer.
- 52.223-11 **Ozone - Depleting Substances.**
- 52.225-10 **Duty-Free Entry** - Except where noted herein, “Contracting Officer” and “contract administration office” mean Buyer, and “foreign” means non-U.S. In Paragraph (b)(1), change “20 days” to “30 days,” and “contract” means the prime contract(s). In Paragraph (b)(2), delete the fifth word “determines” and substitute the words “has been notified” in lieu thereof. In Paragraph (d), “Contracting Officer” means Contracting Officer, and “this contract” means the prime contract(s). In Paragraph

(e), "this contract" means the prime contract(s), and "Contracting Officer" means Contracting Officer. In Paragraph (h), "contract administration office" means contract administration office, and "Contracting Officer" means Contracting Officer.

52.225-11

**Restrictions on Certain Foreign Purchases.**

52.228-3

**Workers' Compensation Insurance (Defense Base Act) -**

If the Defense Base Act applies to this PO.

52.229-3

- 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 (DEC 1989)** - Applicable 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 (FEB 1993)** - “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 acceptable to the Buyer), and the first time it appears in Paragraph (k), it means Government or Buyer. The provisions in the clause for access, rights to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.
- 52.249-2 **Termination for Convenience (Fixed-Price)** - “Government” and “Contracting Officer” mean Buyer, except in Paragraph (n), where they mean Government and Contracting Officer, respectively. In paragraph (c), “120 days” and “120-day period” mean 60 days and 60-day period, respectively. In Paragraph (d), the term “45 days” is changed to “90 days.” The term “1 year” in Paragraph (e) is changed to “6 months.”
- 52.249-8 **Default** - “Government” and “Contracting Officer” mean Buyer, except in paragraph (c), where they mean Government and Contracting Officer, respectively.

**DFARS I**

**TITLE**

- 252.203-7001 **Special Prohibition on Employment (APR 1993)** - If this PO exceeds \$25,000. “Contracting Officer” means Buyer.
- 252.204-7000 **Disclosure of Information (DEC 1991)**- In paragraph (b) “45 days” is changed to “60 days,” and “Contracting Officer” means Buyer.

252.209-7000	<b>Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (DEC 1991)</b> - If this PO exceeds \$25,000, except if for commercial or commercial-type products.
252.210-7003	<b>Acquisition Streamlining (DEC 1991)</b> - If this PO exceeds \$1,000,000.
252.211-7011	<b>Audit of Contract Modifications - Commercial Items - (MAY 1991)</b> If this PO exceeds \$500,000.
252.215-7000	<b>Pricing Adjustments (DEC 1991)</b>
252.215-7003	<b>Industrial Modernization Incentive Program (DEC 1991)</b> - If Seller is participating in a Government-approved IMIP business agreement.
252.219-7003	<b>Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (MAY 1994)</b> - If this PO contains the clause at FAR 52.219-8.
252.223-7001	<b>Hazard Warning Labels (DEC 1991).</b>
252.223-7002	<b>Safety Precautions for Ammunition and Explosives (MAY 1994)</b> - If this PO involves ammunition or explosives.
252.223-7003	<b>Change in Place of Performance - Ammunition and Explosives (MAY 1991)</b> - "Contracting Officer" means Buyer.
252.223-7005	<b>Hazardous Waste Liability (OCT 1992)</b> - "Contracting Officer" means Buyer. "Government" means Government and Buyer.
252.223-7006	<b>Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993), with its Alternate I (NOV 1995)</b> - 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 (FEB 1996)</b> - 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	<b>Buy American Act and Balance of Payments Program (JAN 1984).</b>
252.225-7002	<b>Qualifying Country Sources as Subcontractors (DEC 1991)</b>
252.225-7007	<b>Trade Agreements Act (JAN 1994).</b>
252.225-7008	<b>Supplies to be Accorded Duty-Free Entry (DEC 1991)</b> - If this PO is for supplies.

252.225-7009

**Duty-Free Entry - Qualifying Country End Products and Supplies (DEC 1991) - If this PO is for supplies.**

252.225-7010



	testing, or operation of a device for which a radio frequency authorization is required.
252.235-7010	<b>Acknowledgment of Support and Disclaimer (MAY 1995).</b>
252.239-7000	<b>Protection Against Compromising Emanations (DEC 1991) - Government</b> ” means Government and Buyer.
252.239-7016	<b>Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 1991) -</b> If this PO requires securing telecommunications.
252.243-7001	<b>Pricing of Contract Modifications (DEC 1991).</b>
252.246-7001	<b>Warranty of Data, with Alternate II (DEC 1991) -</b> “Contracting Officer” and “Government” mean Buyer.
252.247-7023	<b>Transportation of Supplies by Sea (DEC 1991) -</b> If this PO exceeds \$25,000. “Contracting Officer” means Buyer. In paragraph (d), delete the phrase, “within 30 days. Washington, D.C. 20590,” and replace with the phrase “furnish with each invoice submitted for payment.”
252.247-7024	<b>Notification of Transportation of Supplies by Sea (DEC 1991).</b>
252.249-7001	<b>Notification of Substantial Impact on Employment (DEC 1991) -</b> If this PO is for \$500,000 or more. “Contracting Officer” means Buyer.
252.249-7002	<b>Notification of Proposed Program Termination or Reduction (MAY 1995) -</b> If this PO is for \$500,000 or more.

**DFARS II**

**TITLE**

**Part A**

The clauses listed in this DFARS II, Part A, are not applicable to the portion, if any, of this PO which is for a commercial item(s) as described in DFARS 2.101. However, no item purchased under this PO shall be regarded as a commercial item(s) unless it is specifically so designated in this PO.

252.203-7001	<b>Special Prohibition on Employment -</b> If this PO exceeds \$50,000 unless specified as \$100,000 elsewhere herein. “Contracting Officer” means Buyer. For prime contracts dated March 1999 or after, substitute the following clause: 252.203-7001, “ <b>Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.</b> ”
252.209-7000	<b>Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty -</b> If this PO exceeds \$50,000 unless specified as \$100,000 elsewhere herein, except if for commercial or commercial-type products.
252.225-7012	<b>Preference for Certain Domestic Commodities.</b>

252.225-7014	<b>Preference for Domestic Specialty Metals, with its Alternate I.</b>
252.225-7026	<b>Reporting of Contract Performance Outside the United States</b> - If this PO is for over \$100,000, except a PO for commercial items (as defined in FAR 2.101), construction, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.
252.247-7024	<b>Notification of Transportation of Supplies by Sea.</b>

**DFARS II**

**TITLE**

**Part B**

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

252.204-7000	<b>Disclosure of Information</b> - In paragraph (b) "45 days" is changed to "60 days," and "Contracting Officer" means Buyer.
252.211-7000	<b>Acquisition Streamlining</b> - If this PO exceeds \$1,000,000.
252.215-7000	<b>Pricing Adjustments.</b>
252.219-7003	<b>Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts)</b> - If this PO contains the clause at FAR 52.219-8.
252.223-7001	<b>Hazard Warning Labels.</b>
252.223-7002	<b>Safety Precautions for Ammunition and Explosives</b> - If this PO involves ammunition or explosives.
252.223-7003	<b>Change in Place of Performance - Ammunition and Explosives</b> - "Contracting Officer" means Buyer.
252.223-7005	<b>Hazardous Waste Liability</b> - "Contracting Officer" means Buyer. "Government" means Government and Buyer.
252.223-7006	<b>Prohibition on Storage and Disposal of Toxic and</b>

252.225-7002	<b>Qualifying Country Sources as Subcontractors.</b>
252.225-7007	<b>Trade Agreements Act.</b>
252.225-7008	<b>Supplies to be Accorded Duty-Free Entry</b> - If this PO is for supplies.
252.225-7009	<b>Duty-Free Entry - Qualifying Country End Products and Supplies</b> - If this PO is for supplies.
252.225-7010	<b>Duty-Free Entry - Additional Provisions</b> - If this PO is for supplies.
252.225-7015	<b>Preference for Domestic Hand or Measuring Tools.</b>
252.225-7016	<b>Restriction on Acquisition of Anti-friction Bearings.</b>
252.225-7017	<b>Preference for United States and Canadian Valves and Machine Tools (APR 1995).</b>
252.225-7024	<b>Restriction on Acquisition of Night Vision Image Intensifier Tubes and Devices</b> - If this PO is for second or third generation night vision intensifier tubes and device. The term "this contract."
252.225-7025	<b>Foreign Source Restrictions (APR 1993)</b> - If this PO is for any of the clause's restricted items and is issued under a prime contract having an effective date prior to September 1996.
252.225-7025	<b>Foreign Source Restrictions (SEP 1996)</b> - If this PO is for any of the clause's restricted items and is issued under a prime contract having an effective date after August 1996.
252.225-7025	<b>Restriction of Acquisition of Forgings (JUN 1997)</b> - If this PO is for any of the clause's restricted items and is issued under prime contract having an effective date after May 1997.
252.225-7027	<b>Limitation on Sales Commissions and Fees</b> - Countries listed in the prime contract(s) are incorporated herein by reference.
252.225-7027	<b>Restriction on Contingent Fees for Foreign Military Sales</b> - Applicable for subcontracts issued under Buyer's prime contracts dated after December 1996. Countries listed in the

- 252.235-7003 **Frequency Authorization** - If this PO requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.
- 252.235-7010 **Acknowledgment of Support and Disclaimer.**
- 252.239-7000 **Protection Against Compromising Emanations** - Government” means Government and Buyer.
- 252.239-7016 **Telecommunications Security Equipment, Devices, Techniques, and Services** - If this PO requires securing telecommunications.
- 252.243-7001 **Pricing of Contract Modifications.**
- 252.246-7001 **Warranty of Data, with Alternate II** - “Contracting” Officer” and “Government” mean Buyer.
- 252.247-7023 **Transportation of Supplies by Sea** - If this PO exceeds \$50,000 unless specified as \$100,000 elsewhere herein. “Contracting Officer” means Buyer. In paragraph (d), delete the phrase, “within 30 days...Washington, D.C. 20590,” and replace with the phrase “furnish with each invoice submitted for payment:
- 252.249-7001 **Notification of Substantial Impact on Employment** - If this PO is for \$500,000 or more. “Contracting Officer” means Buyer.
- 252.249-7002 **Notification of Proposed Program Termination or Reduction** - If this PO is for \$500,000 or more.

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F08635-86-C-0249  
F08635-96-D-0019  
F33600-94-C-0060  
F33600-95-C-0084  
F33600-96-D-0036  
F33600-96-C-0002  
F33657-90-C-2233  
F33657-84-C-0247  
F33657-93-C-2374  
F33657-95-C-2028  
F33657-82-C-2120  
F33657-95-C-2017  
N00019-95-C-0080  
N00019-85-C-0146  
F42620-95-C-0222  
F42620-91-C-0569  
F42620-91-D-0378  
F42620-92-C-0360  
F42620-94-C-0028  
F42620-95-D-0177  
F42620-91-D-0035  
F42620-91-D-0039  
F42620-95-D-0080  
F42600-89-D-0658  
F42620-94-C-0072  
F42600-90-C-0398  
F42620-92-C-0093  
F04606-87-D-0034  
F04606-91-D-0486