



KC-135 Global Lightning Contract Flowdown

Overarching Contract Specific:

**Special U.S. Government Clauses
C/KC-135 Avionics Sustaining Engineering Services Program
Prime Contract FA8105-16-D-0001, DPAS DO-A1
May 10, 2018—Borsight**

The following U.S. Government clauses apply to any Collins Aerospace Agreement or Order to which this Exhibit is attached, or otherwise referenced. Unless specified otherwise below, the date of these clauses is those in effect as of the date of the Agreement or Order. These clauses are incorporated herein by reference as if the text were fully written herein. In such clauses, unless otherwise specifically stated, the term "Contractor" means Seller except in the term "prime contractor," "subcontractor" means Seller's subcontractor/supplier, "Contract" means the Agreement or an Order which reference these terms, except in the term "prime contract" and both "Contracting Officer" and "Government" mean Buyer except in the terms "Government Property" and "Government-Furnished Property," or as otherwise indicated. The full text of the clauses can be located at the websites <http://farsite.hill.af.mil> or <http://acquisition.gov>. The Contracts Disputes Act shall have no application to the Agreement or Order. Any reference to a "Disputes" clause shall mean the "Disputes" clause of the Collins Agreement or Order.

Any Agreement or Order to which this Exhibit is attached, or otherwise referenced, may contain DPAS rated Quantities (DO/DX) and non-rated quantities (NA) as listed or identified in the priority section of the purchase order. Rated quantities are certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations Systems (DPAS) regulation (15 CFR Part 700). The rated quantities are to be those first delivered followed by any non-rated quantities. Seller shall accept or reject a rated order in writing (hard copy) or in electronic format within ten (10) working days after receipt of a "DX" rated order or fifteen (15) working days after receipt of a "DO" rated order.

CANCELLATION/TERMINATION

The following clause is incorporated herein and replaces the Termination clause of the Agreement or Order to which these Special U.S. Government Clauses are a part of:

TERMINATION: (a) Buyer may terminate this Agreement or any Order issued hereunder, in whole or in part in accordance with the terms of the "Default (Fixed Price Supply and Service)" clause set forth in FAR 52.249-8 if Seller fails to comply with any of the terms of this Agreement or any Order issued hereunder or if Seller becomes insolvent or makes an assignment for the benefit of creditors. (b) Without affecting its right to terminate this Agreement or any Order issued hereunder pursuant to paragraph (a), Buyer may, for its convenience, terminate this Agreement or any Order issued hereunder in whole or, from time to time, in part, in accordance with the applicable Termination for Convenience of the Government (Fixed-Price) clause set forth in FAR 52.249-1 or FAR 52.249-2. (In paragraph (e) of FAR 52.249-2, "1 year" is changed to "6 months.")

DIRECTORATE OF DEFENSE TRADE CONTROL (DDTC) REGISTRATION

All manufacturers, exporters, and brokers of defense articles, defense services, or related technical data, as defined on the United States Munitions List (Part 121 of the ITAR), are required to register with DDTC as authorized by 22 USC 2778 (b) (1) (A) (i) and (ii) and 22 CFR Part 122, 129.3, and 129.4.

This is a Controlled Document. Only documents found in the Borsight Document Library are for official use.

Document Owner: General Manager

Revision: 3

Revision Date: 4 May 2023

Approval:

PRICE REDUCTION

(1) As pertains to any Agreement or Order, and to the extent caused by SELLER, if: (i) Collins Aerospace' contract price or fee is reduced; (ii) Collins Aerospace' costs are determined to be unallowable; (iii) any fines, penalties, withholdings, or interest are assessed on Collins ; or if Collins incurs any other costs or damages as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, Collins Aerospace may proceed as provided for in (3) below.

(2) Where submission of cost or pricing data is required prior to or during performance of the Agreement or Order, if SELLER or its lower-tier subcontractors: (i) certify cost or pricing data that are defective; (ii) claim an exception to a requirement to submit cost or pricing data and such exception is invalid; and, as a result, (a) Collins Aerospace' contract price or fee is reduced; (b) Collins Aerospace' costs are determined to be unallowable; (c) any fines, penalties, withholdings, or interest are assessed on Collins Aerospace; or (d) Collins Aerospace incurs any other costs or damages, Collins Aerospace may proceed as provided for in (3) below.

(3) Upon the occurrence of any of the circumstances identified in paragraphs (1) or (2) above, Collins Aerospace may make a reduction of corresponding amounts (in whole or in part) in the price of the Agreement or Order, or may demand payment (in whole or in part) of the corresponding amounts. SELLER shall promptly pay amounts so demanded.

AMENDMENTS REQUIRED BY CUSTOMER OR PRIME CONTRACT

SELLER agrees that upon the request of COLLINS AEROSPACE it will negotiate in good faith with COLLINS AEROSPACE relative to amendments to the Collins Aerospace Agreement or Order to incorporate additional provisions herein or to change provisions hereof, as Collins Aerospace may reasonably deem necessary to comply with the provisions of the applicable Collins Aerospace Customer Contract or Prime Contract, or with the provisions of amendments to such Customer or Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment may be made pursuant to the "Changes" clause of this Contract.

TRAVEL

If authorized in writing by Collins Aerospace, is cost reimbursable with no fee and is to be billed in accordance with FAR 31.205-46.

TECHNICAL DATA

All information /data generated as a result of this order shall be provided to the U.S. Government as unlimited data, i.e., the data/information shall not be marked with any limited data rights or proprietary data legends. All deliverables (i.e. drawings, analyses, documents) shall be marked with appropriate legends in accordance with the applicable FARs/DFARS; however, if any data that is to be provided to the Government under this order cannot be delivered with unlimited rights or Government purpose rights, Seller shall stop work immediately and notify Collins Aerospace' Subcontract Program Manager for further direction.

RECORD RETENTION

The supplier shall retain all purchasing, production control, quality, manufacturing and manufacturing methods, test, and other related documents associated with the item purchased, for a minimum of 10 years after order completion. The documented information shall provide evidence of conformity to requirements and to the effective operation of the supplier's QMS. Methods and records shall be available for review by Borsight's representatives, customers, and regulatory authorities.

First Article Inspection Reports and related documented information shall be retained by the supplier for 10 years plus the current year and are required to be kept in the format in which they originated. All requested information shall be provided in the language required by the contract.

U.S. suppliers, including all their sub-tier suppliers, performing maintenance or preventive maintenance of products for applicable FAA-regulated customers shall retain all records necessary to demonstrate compliance with the DOT FAA drug and alcohol regulatory requirements for a minimum of two years after conducting a required drug or alcohol test. Suppliers shall not destroy documented information (records) earlier than the required time period. However, the documented information (records) shall be destroyed in an irreversible manner that completely obliterates their contents and renders the documented information (records) unreadable and unusable.

If the supplier is unable to maintain the quality records, the supplier shall provide the option for Borsight to take possession of the records.

SUPPLIER-INITIATED CHANGES

For items where Collins Aerospace has design authority, suppliers are required to obtain written approval from the Borsight prior to any change(s) that could affect product quality and/or product fit, form, or function. Suppliers are required to maintain a record of all such approvals and have them available upon request.

COUNTERFEIT ITEM PREVENTION

All suppliers are required to implement and enforce a written Counterfeit Parts Prevention and Control Plan per industry standards. The plan shall flow down requirements of AS6496, AS5553, AS6174, DFARS 252.246-7007, and/or DFARS 252.246-7008 as applicable throughout the supply chain.

Suppliers shall purchase material directly from original equipment manufacturers, original component manufacturers, or their authorized distributors, when the parts are still being manufactured or available in stock directly from such sources. Purchases from independent distributors (i.e., brokers) are not allowed without prior documented approval from Borsight. Independent distributors should be certified to AS6081. Suppliers are required to maintain a file of all Borsight approvals.

SPECIAL PROCESSES

A build-to-print supplier performing any of the special processes found in paragraphs 2.10.5, 2.10.6, or 2.10.7 of the RC-9000 shall provide copies of the processor's certification of conformance (C of C) and

include it with each shipment of material. Special processes listed in 2.10.5 shall require a C of C even if RC-30 is not listed on the PO. At a minimum the processor's certification of conformance shall include:

- the part number and revision
- quantity processed
- processor name and address
- the process name, specification number and revision that the parts were processed in
- accordance with, including class, type, and color per the drawing
- processing date
- signature of the quality representative from the processor
- conspicuous identification of the use of Nadcap accredited processes (e.g., Nadcap watermark, text identifying the job as Nadcap accredited, etc.)

See section 2.10 of the RC-9000 Supplier Quality System Requirements for more details.

QUALITY ALERTS AND GIDEP ALERTS

Quality Alerts are used to communicate pertinent quality related issues or other approved information to suppliers and/or processors. Actions defined within an Alert are in alignment with the applicable Collins Aerospace SBU/site flow down requirements and will typically include an implementation date. Suppliers shall perform the following upon receipt of alerts:

- Review the actions listed in the alert
- Determine contractual impact (if any) to the alert
- Notify the applicable Buyer of any potential impact.
- Take necessary actions to ensure compliance to requirements
- Respond as outlined in the alert

Per Collins Aerospace SBU/site flow down requirements, suppliers in the United States and Canada that directly or indirectly do business with the government or supports the governments acquisitions of systems, facilities and material shall participate in Government/Industry Data Exchange Program (GIDEP). Suppliers delivering directly or indirectly to Collins Aerospace SBU/site shall action GIDEP alerts covering the product per the requirements within the Alert correspondence. Collins Aerospace supply chain members shall be a GIDEP member and ensure alerts are actively monitored, issued, and addressed. Refer to www.gidep.org for more information on participation and operations.

OZONE DEPLETING SUBSTANCES (ODCs)

Seller shall not use Class I ODCs during the fabrication, manufacture, and/or procurement of any prototype parts, components, items, subassemblies, or assemblies that are required to comply with the requirements of any order.

FAR AND DFARS CLAUSES

The following clauses set forth in the Federal Acquisition Regulation (FAR) and agency acquisition regulations, as amended and modified below, are applicable as indicated, to this Subcontract. Without limiting the Subcontract provisions, the FAR clauses are incorporated by reference into this Subcontract with the same force and effect as though set forth in full text. The dates of the FAR clauses incorporated by reference are the same as the corresponding clause in the Prime Contract or higher-tier subcontract, unless otherwise provided by law. The following definitions shall apply to this Subcontract Part 4.0 except as otherwise specifically provided.

FAR CLAUSES

A. DEFINITIONS

The following definitions apply unless otherwise specifically stated:

"Prime Contractor" - the legal entity issuing this Subcontract.

"Purchasing Representative" – Prime Contractor's authorized subcontract administrator.

"Subcontractor" - the legal entity which contracts with Prime Contractor.

"This Subcontract" - this contractual instrument, including changes.

"Prime Contract" - the Prime Contractor's contract with the Government, under which this Subcontract is issued.

"FAR" - the Federal Acquisition Regulation.

B. FAR CLAUSES APPLICABLE TO THIS SUBCONTRACT

The clauses in FAR Subpart 52.2 referenced in subparagraph (1) and those clauses referenced and checked in subparagraphs (2) and (3) below, in effect on the effective date of this Subcontract, are incorporated herein and made a part of this Order. To the extent that an earlier version of any such clause is included in the Prime Contract (or subcontract) under which this Subcontract is issued, the date of the clause as it appears in such Prime Contract or higher-tier subcontract shall be controlling and said version shall be incorporated herein. In all such clauses, unless the context of the clause requires otherwise, the term "Contractor" shall mean Subcontractor, the term "Contract" shall mean this Subcontract, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Prime Contractor and Prime Contractor's Subcontract Administrator, respectively. It is intended that the referenced clauses shall apply to Subcontractor in such manner as is necessary to reflect the position of Subcontractor as a subcontractor to Prime Contractor, to ensure Subcontractor's obligations to Prime Contractor and to the United States Government, and to enable Prime Contractor to meet its obligations under its Prime Contract or higher-tier Subcontract.

The full text of any clause may be accessed electronically at <http://farsite.hill.af.mil/>

1. The following mandatory clauses are applicable to this Subcontract:

<i>FAR Reference</i>	<i>Title of Clause</i>
52.202-1	Definitions

- 52.203-3 Gratuities
- 52.203-5 Covenant Against Contingent Fees (Only if Subcontract exceeds simplified acquisition threshold.)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (Only if Subcontract exceeds simplified acquisition threshold.)
- 52.203-7 Anti-Kickback Procedures (Except subparagraph (c)(1)) (Only if Subcontract exceeds simplified acquisition threshold.)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Only if Subcontract exceeds simplified acquisition threshold.)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (Only if Subcontract exceeds simplified acquisition threshold.)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Only if Subcontract exceeds \$150,000)
- 52.203-13 Contractor Code of Business Ethics and Conduct (Only if Subcontract exceeds \$5,500,000)
- 52.203-14 Display of Hotline Poster(s) (Only if Subcontract exceeds \$5,500,000, unless performed entirely outside the U.S.)
- 52.203-16 Preventing Personal Conflicts of Interest (Only if Subcontract exceeds simplified acquisition threshold.) and for Acquisition functions)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (Only if Subcontract exceeds simplified acquisition threshold.)
- 52.204-7 System for Award Management
- 52.204-9 Personal Identity Verification of Contractor Personnel
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Only if Subcontract exceeds \$30,000)
- 52.209-10 Prohibition on Contracting with inverted Domestic Corporations
- 52.211-5 Material Requirements
- 52.211-15 Defense Priority and Allocation Requirements (Only if Subcontract is issued under a rated order)
- 52.215-2 Audit and Records –Negotiation (Only if Subcontract exceeds simplified acquisition threshold.)
- 52.215-22 Limitations on Pass Through Changes – Identification of Subcontract Effort (when subcontract or lower tier subcontract is for more than 70% of the total cost of work)
- 52.216-7 Allowable Cost and Payment (for Cost Reimbursement and Time & Material Subcontracts only)
- 52.219-8 Utilization of Small Business Concerns (If Subcontract exceeds simplified acquisition threshold, unless performed entirely outside the U.S. and its outlying areas.)

52.222-3	Convict Labor (Only if Subcontract exceeds micro-purchase threshold)
52.222-4	Contract Work Hours and Safety Standards– Overtime Compensation (Only if Subcontract exceeds \$150,000) (Only paragraphs (a) through (d) and Subcontractor agrees to include these provisions in all lower-tier subcontracts)
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity (except (d))
52.222-27	Affirmative Action Compliance Requirements for Construction (only if Subcontract exceeds \$10,000)
52.222-35	Equal Opportunity for Veterans (Only if Subcontract exceeds \$150,000)
52.222-36	Equal Opportunity for Workers with Disabilities (If Subcontract exceed or expected to exceed \$15,000, unless both the performance of the work and the recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands and Wake Island.)
52.222-37	Employment Reports on Veterans (Only if Subcontract exceeds \$150,000)
52.222-40	Notification of Employee Rights under the National Labor Relations Act (If Subcontract exceeds \$10,000)
52.222-50	Combating Trafficking in Persons (Paragraph (h) only applies if Subcontract exceeds \$500,000 and work is to be performed outside the United States)
52.222-54	Employment Eligibility Verification (If Subcontract exceeds simplified acquisition threshold)
52.223-6	Drug Free Workplace (Only if Subcontract exceeds simplified acquisition threshold)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Only if Subcontract exceeds micro-purchase threshold)
52.225-1	Buy American Act - Supplies
52.225-13	Restrictions on Certain Foreign Purchases
52.225-14	Inconsistency Between English Version and Translation of Contract
52.227-1	Authorization and Consent (if Subcontract exceeds simplified acquisition threshold.)
52.227-14	Rights in Data - General
52.229-3	Federal, State and Local Taxes (Only if Fixed Price Subcontract performed wholly or partly in the United States or its outlying areas exceeds simplified acquisition threshold)
52.232-7	Payment Under Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i))
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (only applies to small business subcontractors)
52.233-3	Protest After Award
52.242-13	Bankruptcy
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.247-63	Preference for U.S. Flag Air Carriers
52.247-67	Submission of Transportation Documents for Audit (For Cost Reimbursable Subcontracts only)
52.248-1	Value Engineering (Only if Subcontract exceeds \$150,000)

2. The following clauses are applicable to this Subcontract if checked:

<i>FAR Reference</i>	<i>Title of Clause</i>
X 52.204-2	Security Requirements
X 52.204-2 Alt I	Security Requirements – Alternate I
X 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
X 52.204-13	System for Award Management Maintenance
52.204-15	Service Contract Reporting Requirements for Indefinite Delivery Contracts (Only for non-classified, non-DoD Subcontracts, subject to FAR 4.1703 thresholds, by Task Order)
X 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
X 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
X 52.207-5	Option To Purchase Equipment
X 52.210-1	Market Research
52.211-6	Brand Name or Equal
X 52.215-2	Audit and Records-Negotiation-Alternate 1 (Only if Subcontract exceeds simplified acquisition threshold and is funded under ARRA.)
X 52.215-10	Price Reduction for Defective Cost or Pricing Data (Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract) (Only if Subcontract exceeds threshold for cost or pricing data at FAR 15.403-4 unless exemption at FAR 15.403-1 applies.)
X 52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications (Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract) (Only if Subcontract exceeds threshold for cost or pricing data at FAR 15.403-4 unless exemption at FAR 15.403-1 applies.)
X 52.215-12	Subcontractor Cost or Pricing Data (Only if Subcontract exceeds threshold for cost or pricing data at FAR 15.403-4 unless exemption at FAR 15.403-1 applies.)
X 52.215-13	Subcontractor Cost or Pricing Data - Modifications (Only if Subcontract exceeds threshold for cost or pricing data at FAR 15.403-4 unless exemption at FAR 15.403-1 applies.)
X 52.215-14	Integrity of Unit Prices (excluding subparagraph (b)) (Only if Subcontract for non-commercial items and requiring supplies exceeds simplified acquisition threshold.)
X 52.215-15	Pension Adjustments and Asset Reversions (Applicable in accordance with FAR 15.408(g))
X 52.215-16	Facilities Capital Cost of Money
52.215-17	Waiver of Facilities Capital Cost of Money
X 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (Applicable in accordance with FAR 15.408(j))

X	52.215-19	Notification of Ownership Changes (Applicable in accordance with FAR 15.408(k))
X	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications
X	52.215-21 Alt II	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications - Alternate II
X	52.215-21 Alt III	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications - Alternate III
X	52.215-21 Alt IV	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications - Alternate IV
X	52.215-23	Limitations on Pass Through Changes (Non-DoD – Cost-Reimbursement Subcontracts over simplified acquisition threshold; DoD – CPFF and FP Subcontracts if Subcontract exceeds threshold for cost or pricing data at FAR 15.403-4.)
X	52.215-23 Alt I	Limitations on Pass Through Changes – (Non-DoD – Cost-Reimbursement Subcontracts over simplified acquisition threshold; DoD – CPFF and FP Subcontracts if Subcontract exceeds threshold for cost or pricing data at FAR 15.403-4.)
X	52.216-7 Alt II	Allowable Cost and Payment - Alternate II
	52.216-8	Fixed Fee
X	52.219-9 Alt II	Small Business Subcontracting Plan - Alternate II
X	52.222-1	Notice to the Government of Labor Disputes
	52.222-6	Construction Wage Rate Requirements
	52.222-9	Apprentices and Trainees
	52.222-10	Compliance with Copeland Act Requirements
	52.222-11	Subcontracts (Labor Standards)
	52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations
	52.222-14	Disputes Concerning Labor Standards
	52.222-15	Certification of Eligibility
	52.222-16	Approval of Wage Rates (Applicable to Construction Wage Rate Requirements only)
	52.222-17	Nondisplacement of Qualified Workers
X	52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000
X	52.222-29	Notification of Visa Denial
	52.223-3	Hazardous Material Identification and Material Safety Data
	52.223-4	Recovered Material Certification
X	52.223-5	Pollution Prevention and Right-to-Know Information
	52.223-7	Notice of Radioactive Materials (For hardware/material subcontracts only)
X	52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons
X	52.223-15	Energy Efficiency in Energy-Consuming Products
X	52.223-16	Acquisition of EPEAT (R) - Registered Personal Computer

	Products
X 52.223-17	Affirmative Procurement of EPA-Designated Items in Service MAY 2008 and Construction Contracts
X 52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving
X 52.223-19	Compliance with Environmental Management Systems
52.224-1	Privacy Act Notification
52.224-2	Privacy Act
X 52.224-3	Privacy Training
52.224-3 ALT I	Privacy Training Alternate I
52.225-3	Buy American Act - Free Trade Agreements - Israeli Trade Act -
52.225-5	Trade Agreements
52.225-8	Duty-Free Entry
52.225-9	Buy American Act - Construction Materials
52.225-11	Buy American Act - Construction Materials under Trade Agreements
52.225-21	Required Use of American Iron, Steel and Manufactured Goods – Buy American Act – Construction Materials
52.225-23	Required Use of American Iron, Steel and Manufactured Goods – Buy American Act – Construction Materials under Trade Agreements
52.225-24	Notice of Required Use of American Iron, Steel and Manufactured Goods – Buy American Act – Construction Materials under Trade Agreements
X 52.227-1	Authorization and Consent
X 52.227-1 Alt I	Authorization and Consent Alternate I
X 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Only if Subcontract exceeds simplified acquisition threshold.)
X 52.227-3	Patent Indemnity
52.227-3 Alt I	Patent Indemnity, Alternate I
52.227-9	Refund of Royalties
X 52.227-10	Filing of Patent Applications - Classified Subject Matter
X 52.227-11	Patent Rights - Ownership by the Contractor
52.227-13	Patent Rights – Ownership by the Government
52.227-14 Alt I	Rights in Data –General. Alternate I
52.227-14 Alt II	Rights in Data –General. Alternate II
52.227-14 Alt III	Rights in Data –General. Alternate III
52.227-14 Alt IV	Rights in Data –General. Alternate IV
52.227-14 Alt V	Rights in Data –General. Alternate V
52.227-16	Additional Data Requirements
52.227-17	Rights in Data - Special Works
52.227-18	Rights in Data - Existing Works
52.227-19	Commercial Computer Software License
52.227-22	Major System - Minimum Rights
52.227-23	Rights to Proposal Data (Technical)

	52.228-5	Insurance -- Work on a Government Installation (only if work on a Government installation under a fixed-price subcontract is required)
	52.229-4	Federal, State, and Local Taxes (State and Local Adjustments)
X	52.233-3 Alt I	Protest After Award - Alternate I
X	52.233-4	Applicable Law for Breach of Contract Claim
	52.234-1	Industrial Resources Developed Under Defense Production Act Title III
	52.236-13	Accident Prevention
X	52.237-2	Protection of Government Buildings, Equipment, and Vegetation
X	52.237-3	Continuity Of Services
X	52.239-1	Privacy or Security Safeguards
X	52.242-1	Notice of Intent to Disallow Costs
X	52.242-3	Penalties for Unallowable Costs
X	52.242-4	Certification of Final Indirect Costs
X	52.242-13	Bankruptcy
	52.242-17	Government Delay of Work
X	52.243-1	Changes--Fixed Price
X	52.243-1 Alt I	Changes--Fixed Price - Alternate I
	52.243-2	Changes--Cost-Reimbursement
	52.243-2 Alt II	Changes--Cost Reimbursement - Alternate II
	52.243-2 Alt V	Changes--Cost-Reimbursement - Alternate V
X	52.243-6	Change Order Accounting
	52.244-5	Competition in Subcontracting
X	52.244-6	Subcontracts for Commercial Items
X	52.245-1 Alt II	Government Property - Alternate II
	52.245.2	Government Property Installation Operation Services
X	52.245-9	Use And Charges
X	52.246-1	Contractor Inspection Requirements
X	52.246-2	Inspection of Supplies – Fixed-Price
	52.246-3	Inspection of Supplies – Cost Reimbursement
X	52.246-4	Inspection of Services – Fixed-Price
	52.246-5	Inspection of Services – Cost Reimbursement
X	52.246-6	Inspection - Time-and-Material and Labor-Hour
	52.246-7	Inspection of Research and Development - Fixed Price
	52.246-8	Inspection of Research and Development – Cost Reimbursement
X	52.246-9	Inspection of Research and Development (Short Form)
X	52.246-16	Responsibility for Supplies
	52.247-1	Commercial Bill of Lading Notations
	52.247-34	F.o.b. Destination
X	52.247-35	F.o.b. Destination, Within Consignee's Premises
X	52.247-36	F.A.S. Vessel, Port of Shipment
	52.247-55	F.o.b. Point for Delivery of Government-Furnished Property
	52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
	52.247-64 Alt I	Preference for Privately Owned U.S.-Flag Commercial Vessels - Alternate I

	52.247-64 Alt II	Preference for Privately Owned U.S.-Flag Commercial Vessels - Alternate II
	52.248-1 Alt I	Value Engineering - Alternate I
	52.248-1 Alt II	Value Engineering - Alternate II
	52.248-1 Alt III	Value Engineering - Alternate III
X	52.251-1	Government Supply Sources
X	52.253-1	Computer Generated Forms

3. The following FAR clauses are applicable to this Subcontract and are provided in full text:

52.203-5 COVENANT AGAINST CONTINGENT FEES

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-14 DISPLAY OF HOTLINE POSTER(S)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas. (b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows: Poster(s) Obtain from

DoD Inspector General, ATTNL Defense, 400 Army Navy Drive, Washington, DC 22202-2884.

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster);

and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that

could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.216-7 ALLOWABLE COST AND PAYMENT

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract; (C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

- (C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.
- (D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.
- (E) Claimed allocation bases, by element of cost, used to distribute indirect costs. (F) Facilities capital cost of money factors computation.
- (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
- (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
- (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data. (B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.
- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report. (M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the

Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days prior to the end of the current ordering period.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days prior to the end of the contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 114 Months.

(End of clause)

DFAR CLAUSES

All references herein to "DFAR Supplement" or "DFAR SUPP" or "DFARS" shall mean the Department of Defense Supplement to the Federal Acquisition Regulation. The clauses in DFAR Supplement Subpart 252.2 referenced in subparagraph (a) and those clauses referenced and checked in subparagraph (b), below, in effect on the date of this Order, are incorporated herein and made a part of this Order. To the extent that an earlier version of any such clause is included in the Prime Contract, or Subcontract under which this Order is issued, the date of the clause as it appears in such Prime Contract or Subcontract shall be controlling and said version shall be incorporated therein. In all such clauses, unless the context of a clause requires otherwise, the term "Contractor" shall mean Subcontractor, the term "Contract" shall mean this Order, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Prime Contractor and Prime Contractor's Subcontract Administrator, respectively. It is intended that the referenced clause shall apply to Subcontractor in such manner as is necessary to reflect the position of Subcontractor as a subcontractor to Prime Contractor, to ensure Subcontractor's obligations to Prime

Contractor and to the United States Government, and to enable Prime Contractor to meet its obligations under its Prime Contract or Subcontract.

The full text of any clause may be accessed electronically at <http://farsite.hill.af.mil/>

(a) The following mandatory clauses are applicable to this Subcontract:

<i>DFARS Reference</i>	<i>Title of Clause</i>
252.203-7000	Requirements Relating to Compensation of Former DoD Officials
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies (If Order exceeds simplified acquisition threshold)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.203-7004	Display of Fraud Hotline Posters (if Subcontract exceeds \$5.5 million)
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (If Subcontract equals or exceeds \$150,000)
252.211-7003	Item Unique Identification and Valuation
252.215-7000	Pricing Adjustments – If FAR 52-215.11, 12, or 13 is used
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (If FAR 52-219.9 applies)
252.222-7002	Compliance with Local Labor Laws (Overseas) (for NON-US work only)
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements (If Subcontract exceeds \$1M)
252.225-7013	Duty-Free Entry
252.225-7021	Trade Agreements
252.225-7048	Export-Controlled Items
252.226-7001	Utilization of Indian Organizations, Indian Owned Economic Enterprises and Native Hawaiian Small Business Concerns (except for Commercial Items and if Subcontract exceeds \$500,000)
252.227-7013	Rights in Technical Data—Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7016	Rights in Bid or Proposal Information
252.231-7000	Supplemental Cost Principles
252.244-7000	Subcontracts for Commercial Items
252.245-7004	Reporting, Reutilization and Disposal

(b) The following DFAR Supplement clauses are applicable to this Subcontract if checked:

<i>DFARS Reference</i>	<i>Title of Clause</i>
X 252.203-7003	Agency Office of the Inspector General

X	252.204-7000	Disclosure of Information
X	252.204-7003	Control of Government Personnel Work Product
X	252.204-7005	Oral Attestation of Security Responsibilities
	252.204-7010	Requirements for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting under the US International Atomic Energy Agency Additional Protocol (subject to U.S.-IAEA AP)
X	252.205-7000	Provision Of Information To Cooperative Agreement Holders
X	252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism
	252.211-7000	Acquisition Streamlining (if Subcontract exceeds \$1.5M)
	252.211-7007	Reporting of Government Furnished Property
X	252.215-7002	Cost Estimating System Requirements
	252.215-7006	Use of Employees or Individual Subcontractors Who are Members of the Selected Reserve
	252.223-7001	Hazard Warning Labels
	252.223-7002	Safety Precautions for Ammunition and Explosives
	252.223-7003	Change in Place of Performance - Ammunition and Explosives
	252.223-7004	Drug-Free Work Force (If Subcontract exceeds simplified acquisition threshold)
X	252.223-7006	Prohibition On Storage, Treatment And Disposal Of Toxic or Hazardous Materials
	252.223-7008	Prohibition of Hexavalent Chromium
X	252.225-7001	Buy American and Balance of Payments Program
	252.225-7002	Qualifying Country Sources as Subcontractors
X	252.225-7004	Report of Intended Performance Outside the United States and Canada-- Submission after Award
	252.225-7005	Identification of Expenditures in the United States
	252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
	252.225-7008	Restriction on Acquisition of Specialty Metals (If Subcontract exceeds simplified acquisition threshold)
	252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (If Subcontract exceeds simplified acquisition threshold)
X	252.225-7012	Preference for Certain Domestic Commodities
X	252.225-7013	Duty-Free Entry
	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools
	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
	252.225-7017	Photovoltaic Devices
	252.225-7025	Restriction on Acquisition of Forgings
	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales
	252.225-7028	Exclusionary Policies and Practices of Foreign Governments
	252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
	252.225-7031	Secondary Arab Boycott of Israel
	252.225-7033	Waiver of United Kingdom Levies

	252.225-7036	Buy American – Free Trade Agreements – Balance of Payments Program
	252.225-7036	Buy American – Free Trade Agreements – Balance of Payments Program—
	ALT I	Alternate I
	252.225-7036	Buy American – Free Trade Agreements – Balance of Payments Program—
	ALT II	Alternate II
	252.225-7038	Restriction on Acquisition of Air Circuit Breakers
	252.225-7044	Balance of Payments Program – Construction Material
	252.225-7045	Balance of Payments Program – Construction Material Under Trade Agreements
	252.225-7047	Exports by Approved Community Members in Performance of the Contract
	252.225-7980	Contractor Personnel Performing in the United States Africa command Area of Responsibility (DEVIATION 2016-O0008)
	252.225-7981	Additional Access to Contractor and Subcontractor Records (Other than USCENTCOM) (DEVIATION 2015-O0016) (Only if Subcontract exceeds \$50,000)
	252.225-7993	Prohibition on Providing Funds to the Enemy (DEVIATION 2015-O0016 (Only if Subcontract exceeds \$50,000)
X	252.227-7000	Non-estoppel
X	252.227-7015	Technical Data--Commercial Items
	252.227-7018	Rights In Noncommercial Technical Data and Computer Software –Small Business Innovation Research (SBIR) Program
X	252.227-7019	Validation of Asserted Restrictions--Computer Software
X	252.227-7020	Rights in Special Works
	252.227-7021	Rights in Data - Existing Works
	252.227-7022	Government Rights (Unlimited)
	252.227-7023	Drawings and Other Data to Become Property of Government
	252.227-7024	Notice and Approval of Restricted Designs
X	252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
X	252.227-7026	Deferred Delivery of Technical Data or Computer Software
X	252.227-7027	Deferred Ordering of Technical Data or Computer Software
	252.227-7028	Technical Data or Computer Software Previously Delivered to the Government
X	252.227-7030	Technical Data--Withholding Of Payment
	252.227-7032	Rights in Technical Data and Computer Software (Foreign)
	252.227-7033	Rights in Shop Drawings
X	252.227-7037	Validation of Restrictive Markings on Technical Data
X	252.227-7038	Patent Rights – Ownership by the Contractor (Large Business) – Less item (k)
X	252.227-7039	Patents – Reporting of Subject Inventions
X	252.228-7001	Ground And Flight Risk
	252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
	252.228-7006	Compliance with Spanish Laws and Insurance
	252-229-7014	Taxes—Foreign Contracts in Afghanistan

	252.229-7015	Taxes—Foreign Contracts in Afghanistan (North Atlantic Treaty Organization Status of Forces Agreement)
X	252.232-7010	Levies on Contract Payments
	252.233-7001	Choice of Law (Overseas)
	252.235-7002	Animal Welfare
	252.235-7003	Frequency Authorization
	252.235-7003	Frequency Authorization –Alternate I
	252.235-7004	Protection of Human Subjects
	252.235-7010	Acknowledgement of Support and Disclaimer
	252.235-7011	Final Scientific or Technical Report
	252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers
	252.237-7010	Prohibition of Interrogation of Detainees by Contactor Personnel
	252.237-7019	Training for Contractor Personnel Interacting with Detainees
	252.239-7000	Protection Against Compromising Emanations
X	252.239-7001	Information Assurance Contractor Training and Certification
	252.239-7010	Cloud Computing Services
	252.239-7016	Telecommunications Security Equipment, Devices, Techniques and Services
X	252.239-7018	Supply Chain Risk
X	252.242-7004	Material Management And Accounting System
X	252.242-7006	Accounting System Administration
X	252.243-7001	Pricing Of Contract Modifications
X	252.243-7002	Requests for Equitable Adjustment
X	252.244-7001	Contractor Purchasing System Administration
X	252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property
X	252.245-7001	Tagging, Labeling and Marking of Government Furnished Property
X	252.245-7002	Reporting Loss of Government Property
X	252.245-7003	Contractor Property Management System Administration
X	252.245-7004	Reporting, Reutilization and Disposal
X	252.246-7000	Material Inspection And Receiving Report
X	252.246-7001	Warranty of Data
	252.246-7001 Alt I	Warranty of Data Alternate I
	252.246-7001 Alt II	Warranty of Data Alternate II
	252.246-7003	Notification of Potential Safety Issues
	252.246-7007	Contactor Counterfeit Electronic Part Detection and Avoidance System
	252.246-7008	Sources of Electronic Parts
X	252.247-7023	Transportation of Supplies by Sea
	252.247-7023 Alt I	Transportation of Supplies by Sea Alternate I
	252.247-7023 Alt II	Transportation of Supplies by Sea Alternate II

- X 252.247-7024 Notification of Transportation of Supplies by Sea
- 252.249-7002 Notification of Anticipated Contract Terminations or Reduction (if order exceeds \$700,000)
- X 252.251-7000 Ordering From Government Supply Sources

(c) The following DFAR Supplement clauses are applicable to this Subcontract and provided in full text:

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200

(ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical

Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article, or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly, or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier, or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:



KC-135 Global Lightning Contract Flowdown

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

----- Contract line, subline, or exhibit
line-item No. Item description

.....

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Specified at the task order level if applicable.

----- Contract line, subline, or exhibit
line-item No. Item description

.....

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two-dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

This is a Controlled Document. Only documents found in the Borsight Document Library are for official use.

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier. (i) The Contractor shall-- (A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used). (4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number). (6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number). (8)

Current part number effective date (optional and only if current part number is used). (9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost. (11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any. (13) Whether the item is an item of Special Tooling or Special Test Equipment. (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part. (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).** (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).** (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows: (1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods-- (i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY

(a) Definitions. As used in this clause—

``Commercial and Government entity (CAGE) code" means—

(i) A code assigned by the Defense Logistics Agency Logistics Information Service to identify a commercial or

Government entity; or

(ii) A code assigned by a member of the North Atlantic Treaty Organization that the Defense Logistics Agency Logistics Information Service records and maintains in the CAGE master file. The type of code is known as an ``NCAGE code."

``Contractor-acquired property" has the meaning given in FAR clause 52.245-1. Upon acceptance by the Government, contractor-acquired property becomes Government-furnished property.

``Government-furnished property" has the meaning given in FAR clause 52.245-1.

``Item unique identification (IUID)" means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

``IUID Registry" means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property. The IUID Registry is—

- (i) The authoritative source of Government unit acquisition cost for items with unique item identification (see DFARS 252.211-7003) that were acquired after January 1, 2004;
- (ii) The master data source for Government-furnished property; and
- (iii) An authoritative source for establishing the acquisition cost of end-item equipment.

``National stock number (NSN)" means a 13-digit stock number used to identify items of supply. It consists of a four-digit Federal Supply Code and a nine-digit National Item Identification Number.

``Nomenclature" means—

- (i) The combination of a Government-assigned type designation and an approved item name; (ii) Names assigned to kinds and groups of products; or
- (iii) Formal designations assigned to products by customer or supplier (such as model number or model type, design differentiation, or specific design series or configuration).

``Part or identifying number (PIN)" means the identifier assigned by the original design activity, or by the controlling nationally recognized standard, that uniquely identifies (relative to that design activity) a specific item.

``Reparable" means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

``Serially managed item" means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

``Supply condition code" means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel (see <http://www2.dla.mil/j-6/dlms0/elibrary/manuals/dlm/dlm--pubs.asp>).

``Unique item identifier (UII)" means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

``Unit acquisition cost" has the meaning given in FAR clause 52.245-1.

(b) Reporting Government-furnished property to the IUID Registry. Except as provided in paragraph (c) of this clause, the Contractor shall report, in accordance with paragraph (f), Government-furnished property to the IUID Registry as follows:--

- (1) Up to and including December 31, 2013, report serially managed Government-furnished property with a unit- acquisition cost of \$5,000 or greater.
- (2) Beginning January 1, 2014, report—
 - (i) All serially managed Government-furnished property, regardless of unit-acquisition cost; and
 - (ii) Contractor receipt of non-serially managed items. Unless tracked as an individual item, the Contractor shall report non-serially managed items to the Registry in the same unit of packaging, e.g., original manufacturer's package, box, or container, as it was received.
- (c) Exceptions. Paragraph (b) of this clause does not apply to—
 - (1) Contractor-acquired property;
 - (2) Property under any statutory leasing authority;
 - (3) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;
 - (4) Intellectual property or software; (5) Real property; or
 - (6) Property released for work in process.

- (d) Data for reporting to the IUID Registry. To permit reporting of Government-furnished property to the IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii)(A)(1) through (3), (5), (7), (8), and (10) of the Government Property clause of this contract (FAR 52.245-1):
- (1) Received/Sent (shipped) date. (2) Status code.
 - (3) Accountable Government contract number.
 - (4) Commercial and Government Entity (CAGE) code on the accountable Government contract.
 - (5) Mark record.
 - (i) Bagged or tagged code (for items too small to individually tag or mark).
 - (ii) Contents (the type of information recorded on the item, e.g., item internal control number).
 - (iii) Effective date (date the mark is applied).
 - (iv) Added or removed code/flag.
 - (v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).
 - (vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.
 - (vii) Medium code; how the data is recorded, e.g., barcode, contact memory button. (viii) Value, e.g., actual text or data string that is recorded in its human-readable form. (ix) Set (used to group marks when multiple sets exist).
 - (6) Appropriate supply condition code, required only for reporting of reparable, per Appendix 2 of DoD 4000.25-2- M, Military Standard Transaction Reporting and Accounting Procedures manual (<http://www2.dla.mil/j-6/dlms0/elibrary/manuals/dlm/dlm--pubs.asp>).
- (e) When Government-furnished property is in the possession of subcontractors, Contractors shall ensure that reporting is accomplished using the data elements required in paragraph (d) of this clause.
- (f) Procedures for reporting of Government-furnished property. Except as provided in paragraph (c) of this clause, the Contractor shall establish and report to the IUID Registry the information required by FAR clause 52.245-1, paragraphs (e) and (f)(1)(iii), in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.
- (g) Procedures for updating the IUID Registry.
- (1) Except as provided in paragraph (g)(2), the Contractor shall update the IUID Registry at <https://iuid.logisticsinformationservice.dla.mil/> for changes in status, mark, custody, condition code (for reparable only), or disposition of items that are—
 - (i) Received by the Contractor;
 - (ii) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;
 - (iii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;
 - (iv) Disposed of; or
 - (v) Transferred to a follow-on or other contract.
 - (2) The Contractor need not report to the IUID Registry those transactions reported or to be reported to the following DCMA etools:
 - (i) Plant Clearance Automated Reutilization and Screening System (PCARSS); or
 - (ii) Lost, Theft, Damaged or Destroyed (LTDD) system.

(3) The contractor shall update the IUID Registry as transactions occur or as otherwise stated in the Contractor's property management procedure.

(End of clause)

252.225-7048 EXPORT-CONTROLLED ITEMS

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes—

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.); (2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.); (4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the DoD Information Analysis Center Program Management Office (DoD IAC PMO), sponsored by the Defense Technical Information Center (DTIC) under Contract No. FA807518D0004.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Air Force Installation Contracting Agency (AFICA).

(End of clause)