



A Textron Company

Bell Standard Purchase Order Terms and Conditions - FAR/DFARS Clause Flow-Downs in Fulfillment of a U.S. Government Contract

Section I – FEDERAL ACQUISITION REGULATION

- (A) Seller agrees to negotiate with Buyer to incorporate additional provisions herein or to change provisions as Buyer reasonably deems necessary to comply with the applicable Prime Contract or with amendments or modifications to the applicable Prime Contract.
- (B) If so identified, this Order is a "rated order" certified for national defense use, and Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).
- (C) The following clauses are incorporated by reference and made a part hereof. The dates of these clauses are the dates in effect in the U.S. Government Prime Contract issued to Buyer. Unless specified otherwise, the term "Contractor" shall mean "Seller," the term "Contract" shall mean "Order," and the term "subcontractor" shall mean Seller's subcontractors.

Section II: If an Order(s) contains a U.S. Government Prime Contract Number and if the Buyer has determined that the Article(s) supplied by Seller is/are Commercial Item(s) then following FAR and DFARS Clauses are applicable.

A. The following FAR clauses are applicable as identified below:

1. The following FAR clauses apply to this Contract:

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (Substitute "Buyer's Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause.)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS (Substitute "Buyer's Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause.)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS

52.222-21 PROHIBITION OF SEGREGATED FACILITIES

52.222-26 EQUAL OPPORTUNITY (Only subparagraphs (c)(1)-(11) apply.)

52.222-50 Combating Trafficking in Persons ("Government" means Government and Buyer and "Contracting Officer" means Buyer's Authorized Procurement Representative)

52.225-13 RESTRICTION ON CERTAIN FOREIGN PURCHASES

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (In (c)(1), subcontractor means Seller).

2. The following FAR clause(s) apply to this Contract if the value of this Contract exceeds \$10,000:

52.222-40 Notification of Employee Rights Under the National Labor Relations Act

3. The following FAR clause(s) apply to this Contract if the value of this Contract exceeds \$15,000:

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

4. The following FAR clause(s) apply to this Contract if the value of this Contract is equal to or exceeds \$100,000:

52.222-35 EQUAL OPPORTUNITY FOR VETERANS

5. The following FAR clause(s) apply to this Contract if the value of this Contract is equal to or exceeds \$650,000:

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Applicable if the Seller is not a small business. In subparagraph (c) only, substitute "Buyer's Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO." The Seller's subcontracting plan is incorporated herein by reference.)

6. The following FAR clause(s) apply to this Contract if the value of this Contract exceeds \$5,000,000 and the period of performance is more than 120 days:

52.203-13 Contractor Code of Business Ethics and Conduct (By signing a contract or performing against a contract in which FAR 52.203-13 is applicable: Seller hereby certifies that it will comply with all elements of FAR 52.203-13 including timely disclosure, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, and the cognizant Buyer Procurement Representative whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, Seller has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(1) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(2) A violation of the civil False Claims Act (31 U.S.C. 3729-3733). Seller also certifies that, within 30 days of signing a contract or performing against a contract in which FAR 52.203-13 is applicable, Seller will establish a written code of business ethics and conduct and will make a copy of the code available to each employee engaged in performance of the contract. Paragraph (c) of this clause does not apply if Seller has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101.)

7. The following FAR clauses apply as indicated:

52.204-2 SECURITY REQUIREMENTS (Applicable if work requires access to classified information. Delete paragraph c of the clause.)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (Applicable if Seller meets the criteria in subparagraph (c)(3) and not exempt under subparagraph (d)(2). Seller shall provide Buyer's Authorized Procurement Representative the information required under subparagraphs (c)(1) and (3). Buyer advises Seller that the required information will be made available to the public as required by this clause.)

52.204-11 American Recovery and Reinvestment Act--Reporting (Applicable if the work is funded in whole or in part with Recovery Act funds. For Contract valued at less than \$25,000 or if Seller is an individual, or contracts awarded to Seller that in the previous tax year had gross income under \$300,000, Seller shall only



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report the aggregate number of such contracts awarded in the quarter and their aggregate total dollar amount. If Seller is not an individual, and in the previous tax year, Seller had gross income of \$300,000 or more, Seller shall promptly upon receipt of the contract provide Buyer's Authorized Procurement Representative the information described in subparagraphs (i), (ix), (x), (xi), and (xii) of paragraph (d) (10) of FAR 52.204-11. Buyer advises Seller that the information will be made available to the public as required by section 1512 of the Recovery Act.)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (Applicable only if so identified as a "rated order").

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES ("Administrative Contracting Officer" and "ACO" mean Buyer's Authorized Procurement Representative.) (If this Contract meets the applicability requirements of FAR 15.408(k))

52.222-41 SERVICES CONTRACT ACT OF 1965, AS AMENDED (Applicable if this Contract is subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (Applicable to: (1) subcontracts for commercial or non-commercial services except for commercial services that are part of the purchase of COTS item(s) or items that may be COTS item(s) but with minor modifications; (2) have a value of more than \$3000; and, (3) include work performed in the U.S.)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (Applicable to Articles that contain radioactive material).

52.223-11 OZONE-DEPLETING SUBSTANCES (Applicable if the Articles were manufactured with or contain ozone-depleting substances.)

52.225-1 BUY AMERICAN ACT—SUPPLIES (Applicable if this Contract requires furnishing of Articles containing other than domestic components. Component test of the Buy American Act is waived for an end product that is a COTS item)

52.225-5 TRADE AGREEMENTS (Applicable if the Articles contain other than U.S. made, designated country, Caribbean or NAFTA country end products.)

52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (Applicable only if existing computer software is to be delivered under this Order).

52.245-1 GOVERNMENT PROPERTY (Applicable if Government property is furnished in the performance of this Contract. Substitute "BUYER" for "Government" or "United States" as applicable throughout this clause, except in the phrases "Government property," "Government-furnished property," and in references to title to property. Substitute "BUYER Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause. The following is added as paragraph (n): "CONTRACTOR shall provide to BUYER immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system.")

B. The following DFARS CLAUSES are applicable if this Order is placed under a Department of Defense prime contract and if the stipulation in the relevant parenthetical applies:

252.204-7008 Export-Controlled Items (Applicable if the Seller expects or involves access to or generation of export-controlled items)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (Applicable if FAR 52.219-9 applies to this Contract. Delete Paragraph (g).)

252.223-7001 HAZARD WARNING LABELS (Applicable if this Contract requires the delivery of hazardous materials.)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (Applicable if the Articles contain other than domestic components. Applicable in lieu of FAR 52.225-1 and FAR 52.225-5. Component test of the Buy American Act is waived for an end product that is a COTS item.)

252.225-7008 Restriction on Acquisition of Specialty Metals (Applicable if Articles provided under this Contract contains specialty metals.)

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals. (Applicable, except for paragraph (d), if Articles provided under this Contract contains specialty metals.)

252.225-7010 Commercial Derivative Military Article—Specialty Metals Compliance Certificate. (Applicable if DFARS Clause 252.225-7009 is applicable and commercial derivative military Articles will be delivered under this Contract.)

252.225-7021 TRADE AGREEMENTS (Applicable if Articles contain other than domestic components. Applicable in lieu of FAR 52.225-1 and 52.225-5).

252.225-7036 Buy American Act -- Free Trade Agreements - Balance of Payments Program. (Applicable if the Articles contain other than domestic components.)

252.227-7015 TECHNICAL DATA - COMMERCIAL ITEMS (Applicable only if technical data is to be delivered under this Contract. Insert "and BUYER" after "Government" or "Contracting Officer," as appropriate, throughout this clause.)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Applicable if this Contract meets the criteria set forth in subparagraph (b) (2) of the clause. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraphs (f) and (g) shall not apply if this Contract is at or below \$150,000. Substitute "BUYER" for "Government" or "United States" as applicable throughout this clause, except for paragraph (c). Substitute "BUYER Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause, except for paragraph (c).)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (Applicable if this Contract meets the criteria set forth in subparagraph (b) (2) (ii) of the clause. Substitute "BUYER Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause.)



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252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Applicable if this Contract equals or exceeds \$650,000. Substitute "BUYER Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause. Delete subparagraph (d)(1) and the first five words of subparagraph (d) (2).)

Section III: If an Order(s) contains a U.S. Government Prime Contract Number then following FAR and DFARS Clauses are applicable.

A. The following FAR clauses are applicable as identified below:

1. The following FAR clauses apply to this Contract

52.203-7 Anti-Kickback Procedures (Delete paragraph (c) (1)). In (c)(2), copy of such reports must also be provided to Buyer. Buyer will have the right to withhold from Seller, the amount, if any, that the Contracting Officer directs Buyer to withhold from Seller or any amounts the Government withholds from Buyer as a result of Seller's violation of this clause. In (c)(3), Seller must cooperate with Buyer and any Federal agency investigating a possible violation described in paragraph b.

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.

52.211-5 Material Requirements ("Contracting Officer" means Buyer's Authorized Procurement Representative).

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS

52.211-15 Defense Priority and Allocation Requirements (Applicable only if so identified as a "rated order").

52.222-1 Notice to the Government of Labor Disputes ("Contracting Officer" means "Buyer's Authorized Procurement Representative.")

52.222-26 Equal Opportunity (only subparagraphs (c)(1) through (c)(11) apply)

52.222-50 Combating Trafficking in Persons ("Government" means Government and Buyer and "Contracting Officer" means Buyer's Authorized Procurement Representative)

52.223-11 Ozone-Depleting Substances

52.225-13 Restrictions on Certain Foreign Purchases

52.227-14 Rights in Data – General

52.234-1 Industrial Resources Developed Under Defense Production Act ("Contracting Officer" means "Buyer's Authorized Procurement Representative")

52.242-13 Bankruptcy ("Contracting Officer" means Buyer's Authorized Procurement Representative).

52.242-15 Stop Work Order ("Contracting Officer" means Buyer's Authorized Procurement Representative and "Government" means "Buyer").

52.243-1 Changes – Fixed Price ("Contracting Officer" means Buyer's Authorized Procurement Representative and "Government" means Buyer; delete the reference to the Disputes clause in paragraph (e)). Notwithstanding the above, Buyer may

make changes to this Order delivery schedule without cost impact provided that:

- (i) Buyer provides a minimum four (4) week notice to Seller for any delivery schedule acceleration; or
- (ii) Buyer provides a minimum four (4) week notice to Seller for any delivery schedule deceleration

52.244-6 Subcontracts for Commercial Items

52.246-2 Inspection of Supplies - Fixed Price ("Contracting Officer" means "Buyer's Authorized Procurement Representative" and "Government" means "Government and Buyer" except in paragraphs (f), (i) and (l) where "Government" means "Buyer.")

52.246-4 Inspection of Services – Fixed Price ("Government" means "Buyer" except in (b), (c), and (d), "Government" means "Government and Buyer".)

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (In (c)(1), subcontractor means Seller).

52.249-2 Termination for the Convenience of the Government (Fixed Price) ("Government" means Buyer and "Contracting Officer" means "Buyer's Authorized Procurement Representative" except in paragraph (n) where they mean "Government or Buyer" and "Contracting Officer or Buyer's Authorized Procurement Representative" 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." In paragraph l, "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to Contracting Officer approval.)

52.249-8 Default ("Government" means Buyer and "Contracting Officer" means "Buyer's Authorized Procurement Representative" except in paragraph (e) where they mean "Government and Contracting Officer" respectively.)

2. The following FAR clause(s) apply to this Contract if the value of this Contract exceeds \$10,000:

52.222-40 Notification of Employee Rights Under the National Labor Relations Act

3. The following FAR clause(s) apply to this Contract if the value of this Contract exceeds \$15,000:

52.222-36 Affirmative Action for Workers with Disabilities

4. The following FAR clause(s) apply to this Contract if the value of this Contract is equal to or exceeds \$100,000:

52.222-35 Equal Opportunity for Veterans

52.222-37 Employment Reports on Veterans

52.223-14 Toxic Chemical Release Reporting (Delete paragraph e)("Contracting Officer" means Buyer's Authorized Procurement Representative).

5. The following FAR clause(s) apply to this Contract if the value of this Contract is equal to or exceeds \$150,000:

52.203-6 Restrictions on Subcontractor Sales to the Government

52.203-12 Limitation on Payments to Influence Certain



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52.215-2 Audit and Records Negotiation ("Government Contracting Officer" means Government Contracting Officer and authorized representatives and Buyer's Authorized Procurement Representative.)

52.215-14 Integrity of Unit Prices with its ALT I ("Contracting Officer" means "Buyer's Authorized Procurement Representative").

52.227-1 Authorization and Consent (Applicable only if Buyer's Prime Contract contains this clause; In subparagraph (a)(2)(ii), "Contracting Officer" means Buyer's Authorized Procurement Representative).

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement ("Contracting Officer" means Buyer's Authorized Procurement Representative and "Government" means Government or Buyer).

52.248-1 Value Engineering ("Contracting Officer" means "Buyer's Authorized Procurement Representative" and "Government" means "Buyer" except in (c)(5) and (m) where "Government" means "Government and Buyer").

6. The following FAR clause(s) apply to this Contract if the value of this Contract is equal to or exceeds \$650,000:

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Applicable if the Seller is not a small business. In subparagraph (c) only, substitute "Buyer's Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO." The Seller's subcontracting plan is incorporated herein by reference.)

7. The following FAR clause(s) apply to this Contract if the value of the Contract exceeds \$700,000:

52.215-12* Subcontractor Certified Cost or Pricing Data

52.215-13* Subcontractor Certified Cost or Pricing Data-Modifications

*FAR 52.215-10, 52.215-11, 52.215-12 and 52.215-13 – ("Contracting Officer" means Government Contracting Officer and Buyer; "Government" means Government and Buyer); If Buyer is subject to any liability or expense, including government withholding of payments, as the result of Seller or its lower-tier sub-contractors' submission and certification of alleged or actual defective cost or pricing data, which data was 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 to the U.S. Government or their furnishing of any data of any description that is allegedly or actually inaccurate as set forth in these clauses, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any damage or expense resulting from such action. Seller must provide Buyer with copies of all communications between Seller and the Contracting Officer respecting these clauses and FAR 52.230-6. The rights and obligations under these clauses survive Order completion and final payment under this Order.

8. The following FAR clause(s) apply to this Contract if the value of this Contract exceeds \$5,000,000 and the period of performance is more than 120 days:

52.203-13 Code of Business Ethics and Conduct

(By signing a contract or performing against a contract in which FAR 52.203-13 is applicable: Seller hereby certifies that it will comply with all elements of FAR 52.203-13 including timely disclosure, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, and the cognizant Buyer Procurement Representative whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, Seller has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(1) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(2) A violation of the civil False Claims Act (31 U.S.C. 3729-3733). Seller also certifies that, within 30 days of signing a contract or performing against a contract in which FAR 52.203-13 is applicable, Seller will establish a written code of business ethics and conduct and will make a copy of the code available to each employee engaged in performance of the contract.)

52.203-14 Display of Hotline Poster(s)

9. The following FAR clauses apply to this Contract only if the stipulation in the relevant parenthetical applies:

52.204-2 Security Requirements (Applicable if work requires access to classified information. Delete paragraph (c) of the clause.)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (Applicable if Seller meets the criteria in subparagraph (c)(3) and not exempt under subparagraph (d)(2). Seller shall provide Buyer's Authorized Procurement Representative the information required under subparagraphs (c)(1) and (3). Buyer advises Seller that the required information will be made available to the public as required by this clause.)

52.204-11 American Recovery and Reinvestment Act--Reporting (Applicable if the work is funded in whole or in part with Recovery Act funds. For Contract valued at less than \$25,000 or if Seller is an individual, or contracts awarded to Seller that in the previous tax year had gross income under \$300,000, Seller shall only report the aggregate number of such contracts awarded in the quarter and their aggregate total dollar amount. If Seller is not an individual, and in the previous tax year, Seller had gross income of \$300,000 or more, Seller shall promptly upon receipt of the contract provide Buyer's Authorized Procurement Representative the information described in subparagraphs (i), (ix), (x), (xi) and (xii) of paragraph (d) (10) of FAR 52.204-11. Buyer advises Seller that the information will be made available to the public as required by section 1512 of the Recovery Act.)

52.215-10* Price Reduction for Defective Cost or Pricing Data (Applicable if Cost or Pricing Data is required under this Contract in accordance with FAR 15.403-4 and in accordance with FAR 52.215-12).

52.215-11* Price Reduction for Defective Cost or Pricing Data-Modifications (Applicable if Cost or Pricing Data is required under this Contract in accordance with FAR 15.403-4 and in accordance with FAR 52.215-13).

52.215-15 Pension Adjustments and Asset Reversions ("Government" means "Government and Buyer.)(Applicable if the Contract meets the requirements of FAR 15.408(g))

52.215-18 Reversion or Adjustment of Plans for



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Postretirement Benefits Other than Pensions (Applicable if this Contract meets the applicability requirements of FAR 15.408(j))

52.215-19 Notification of Ownership Changes ("Administrative Contracting Officer" and "ACO" mean Buyer's Authorized Procurement Representative)(Applicable if this Contract meets the requirements of FAR 15.408(k))

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data ("Contracting Officer" means Buyer's Authorized Procurement Representative)(Applicable if Certified Cost or Pricing Data is required in accordance with 15.403-4).

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications ("Contracting Officer" means Buyer's Authorized Procurement Representative)(Applicable if Certified Cost or Pricing Data is required in accordance with 15.403-4)

52.222-4 Contract Work Hours and Safety Standards Act Overtime Compensation (Applicable as prescribed in FAR 22.305)(Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this FAR clause.)

52.222-20 Walsh-Haley Public Contracts Act (Applicable if meets the requirements of FAR 22.603, 22.604, or 22.605)

52.222-21 Prohibition of Segregated Facilities (Applicable if FAR 52.222-26 is incorporated in this Contract).

52.222-41 Service Contract Act of 1965, as Amended (Applicable if this Contract is subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.)

52.222-54 Employment Eligibility Verification (Applicable to: (1) subcontracts for commercial or non-commercial services except for commercial services that are part of the purchase of COTS item(s) or items that may be COTS item(s) but with minor modifications; (2) have a value of more than \$3000; and, (3) include work performed in the U.S.)

52.223-3 Hazardous Material Identification and Material Safety Data ("Government" means Government and Buyer and "Contracting Officer" means Buyer's Authorized Procurement Representative) (Applicable if the Contract involves hazardous materials).

52.223-7 Notice of Radioactive Materials ("Contracting Officer" means Government Contracting Officer and Buyer's Authorized Procurement Representative and "Government" means Government and Buyer)(Applicable to work containing covered radioactive material).

52.225-1 Buy American Act – Supplies (Applicable if the articles contain other than domestic components. In paragraph (c) substitute "Buyer's Authorized Procurement Representative" for "Contracting Officer.")(Applicable if the work contains other than domestic components).

52.225-5 Trade Agreements (Applicable if the articles contain other than U.S. made, designated country, Caribbean or NAFTA country end products) (Applicable if the Articles contain other than U.S. made, designated country, Caribbean or NAFTA country end

products.)

52.225-8 Duty Free Entry ("Contracting Officer" means "Buyer's Authorized Procurement Representative." Change "20" days to "30" days in (c)(1).)(Applicable if supplies will be imported into the Customs Territory of the U.S.)

52.227-3 Patent Indemnity ("Government" means Government or Buyer and "Contracting Officer" means Contracting Officer or Buyer's Authorized Procurement Representative)(Applicable if FAR 52.227-1 is applicable to this Contract).

52.227-9 Refund of Royalties ("Contracting Officer" means Buyer's Authorized Procurement Representative and "Government" means Buyer)(Applicable when reporting royalty exceeding \$250)

52.227-10 Filing of Patent Applications-Classified Subject Matter (Applicable if the Article or any patent application may cover classified subject matter.)

52.227-11 Patent Rights -- Ownership by the Contractor (Applicable if Seller is a small business concern or domestic nonprofit organization and this order is for experimental, developmental, or research work.)

52.228-3 Workers' Compensation Insurance (Defense Base Act)(Applicable if the requirements at FAR 28.309(a) applies to this Contract.)

52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (Applicable if the requirements as FAR 28.309(b) apply to this Contract.)

52.228-5 Insurance – Work on a Government Installation (Applicable if Articles performed on government installation.)

52.230-2 Cost Accounting Standards (Applicable to this Contract unless exempt by 48 CFR 9903)

52.230-3 Disclosure and Consistency of Cost Accounting (Applicable if this Contract value is more than \$650,000 but less than \$50 million and the Seller is eligible for and elects to use modified CAS Coverage in accordance with FAR 30.201-4(b)(1).)

52.230-6 Administration of Cost Accounting Standards (Applicable if FAR 52.230-2 or FAR 52.230-3 applies.)

52.232-17 Interest (Seller shall indemnify Buyer for all interest assessed under this clause for Seller or its low-tier subcontractors' acts or omissions)(Applicable unless any of the categories specified in FAR 32.611(a) applies.)

52.233-3 Protest After Award (If Buyer's customer has directed Buyer to stop performance under Prime Contract under FAR 33.1, Buyer may direct Seller in writing to stop performance of this Order by written notice to Seller; "Government" means Buyer, and "Contracting Officer" means Buyer's Authorized Procurement Representative).

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Applicable if Articles performed on government installation.)

52.245-1 Government Property ("Government" means "Buyer" except in phrases "Government Furnished Property" and "Government Property" and in references to title to property. In



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paragraphs (g), (j) and (j)(1), where "Government" means "Government" or "Buyer." "Contracting Officer" means Buyer's Authorized Procurement Representative. The following is added as paragraph (n): Seller shall provide Buyer with immediate notice of any Government disapproval or Government withdrawal of approval or Government non-acceptance of Seller's property control system.)

52.246-7 Inspection of Research and Development-Fixed Price ("Contracting Officer" means "Buyer's Authorized Procurement Representative" and "Government" means "Government and Buyer" except in paragraphs (d) and (f) where "Government" means "Buyer.")

52.247-63 Preference for U.S.-Flag Air Carriers (Applicable if this Contract involves international air transportation.)

B. The following DFARS CLAUSES are applicable if this Order is placed under a Department of Defense prime contract and as indicated:

1. The following DFARS clauses apply to this Contract

252.204-7000 Disclosure of Information ("Contracting Officer" means "Buyer's Authorized Procurement Representative"; Change "45 days" to "60 days")

252.225-7001 Buy American Act and Balance of Payments Program

252.225-7002 Qualifying Country Sources as Subcontractors

252.225-7012 Preference for Certain Domestic Commodities

252.225-7025 Restrictions on Acquisition of Forgings

252.225-7036 Buy American Act -- Free Trade Agreements -- Balance of Payments Program.

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

252.227-7019 Validation of Asserted Restrictions-Computer Software

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (In paragraph (c)(1), "Government" means Government and Buyer).

252.227-7026 Deferred Delivery of Technical Data or Computer Software ("Government" means "Buyer").

252.227-7027 Deferred Ordering of Technical Data or Computer Software ("Government" means "Government or Buyer.")

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (The terms Contract and

Subcontract shall not change in meaning).

252.227-7030 Technical Data – Withholding of Payment ("Government" means Government and Buyer; "Contracting Officer" means "Buyer's Authorized Procurement Representative.")

252.227-7037 Validation of Restrictive Markings on Technical Data

252.227-7039 Patents-Reporting of Subject Inventions

252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles ("Administrative Contracting Officer" means Government Administrative Contracting Officer and Buyer's Authorized Procurement Representative).

252.231-7000 Supplemental Cost Principles

252.243-7001 Pricing of Contract Modifications

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts).

252.246-7001 Warranty of Data

252.246-7003 Notification of Potential Safety Issues. "ACO" or "PCO" may also mean "Buyer's Authorized Procurement Representative."

252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer.

252.247-7023 Transportation of Supplies by Sea (In paragraph (g), delete reference to Prompt Payment clause. "Contracting Officer" means Buyer's Authorized Procurement Representative, except in paragraph (e) where it shall mean the Government Contracting Officer but a copy of the bill of lading shall be provided to the Buyer's Authorized Procurement Representative.)

252.247-7024 Notification of Transportation of Supplies by Sea ("Contracting Officer" means Buyer's Authorized Procurement Representative.)

2. The following DFARS clause(s) apply to this Contract if the value of this Contract is equal to or exceeds \$150,000:

252.203-7001 Prohibition On Persons Convicted of Fraud or Other Defense Contract Related Felonies (The definition of "contract", "contractor" and "subcontract" are not modified in paragraphs (a)-(d) of this clause. "Contracting Officer" means "Buyer's Authorized Procurement Representative." Delete paragraph (g)).

3. The following DFARS clause apply to this Contract if the value of this Contract equals or exceeds \$500,000

252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.

4. The following DFARS clause apply to this Contract if the value of this Contract equals or exceeds \$650,000

252.249-7002 Notification of Anticipated Contract



A Textron Company

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- Termination or Reduction (Delete subparagraph (d)(1) and the first five words of subparagraph (d)(2). "Contracting Officer" means Buyer's Authorized Procurement Representative.)
5. **The following DFARS clause apply to this Contract if the value of this Contract equals or exceeds \$1,000,000**
- 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements. Seller, by accepting the Order or any long-term contract from Buyer or performing against such Order or contract, hereby certifies compliance with this clause (Applicable for all Orders or contracts issued after February 17, 2010 utilizing funds appropriated by the Fiscal Year 2010 Defense Appropriations Act)
6. **The following DFARS clause apply to this Contract if the value of this Contract equals or exceeds \$1,500,000**
- 252.211-7000 Acquisition Streamlining ("Government" means Buyer).
7. **The following DFARS clauses apply to this Contract only if the stipulation in the relevant parenthetical applies:**
- 252.204-7008 Export-Controlled Items (Applicable if the Seller expects or involves access to or generation of export-controlled items)
- 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (Applicable if the Article contains precious metals.)
- 252.215-7000 Pricing Adjustments (Applicable if FAR 52.215-12 or 52.215-13 applies to this contract.)
- 252.219-7003 Small Business Subcontracting Plan (Applicable if FAR 52.219-9 applies to this contract)(delete paragraph (g))
- 252.223-7001 Hazard Warning Labels (Applicable if the Seller will be providing hazardous materials or the Article contains hazardous materials.)
- 252.223-7002 Safety Precautions for Ammunition and Explosives (Applicable if articles furnished under this Order contain ammunition or explosives as defined in this clause. "Contracting Officer" means "Government Contracting Officer or Buyer"; "Government" means "Government and Buyer").
- 252.223-7003 Change in Place of Performance – Ammunition and Explosives (Applicable if DFARS 252.223-7002 applies to this Order. "Contracting Officer" means "Buyer's Authorized Procurement Representative" and "Government" means "Government and Buyer")
- 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials with its Alt. 1. ("Government" means "Government and Buyer")(Applicable if the Seller requires or may require or permits its subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in this clause.)
- 252.225-7008 Restriction on Acquisition of Specialty Metals (Applicable if Articles provided under this Contract contains specialty metals.)
- 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals. (Applicable, except for paragraph (d), if Articles provided under this Contract contains specialty metals.)
- 252.225-7010 Commercial Derivative Military Article – Specialty Metals Compliance Certificate. (Applicable if DFARS Clause 252.225-7009 is applicable and commercial derivative military Articles will be delivered under this Contract.)
- 252.225-7013 Duty-Free Entry (Applicable if the requirements of this clause apply to the Contract at subsection (j)(1), (2) or (3).)
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Restriction in paragraph (b) of this clause does not apply to ball or roller bearings that are acquired as—(1) Commercial components of a noncommercial end product; or (2) Commercial or noncommercial components of a commercial component of a noncommercial end product.)
- 252.225-7021 Trade Agreements (Applicable if the articles contain other than domestic components. Applicable in lieu of FAR 52.225-1 and FAR 52.225-5).
- 252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the U.S. (Applicable if Seller will be performing outside the U.S. for this Order)
- 252.235-7003 Frequency Authorization ("Contracting Officer" means "Buyer's Authorized Procurement Representative") (Applicable if this Contract requires the development, production, construction, testing or operation of a device for which a radio frequency authorization is required.)
- 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (Applicable if this Order requires securing telecommunications).