



**General Terms and Conditions
and FAR/DFARS Flowdown
Provisions for Subcontracts or
Purchase Orders for Noncommercial
Items under a US Government Prime Contract**

A. General Requirements

1. **QUALITY ASSURANCE:** Supplier shall maintain a documented quality system compliant with applicable portions of AS9100, ISO-9001:2000 or equivalent; InterConnect Wiring (INTERCONNECT) maintains the right to conduct periodic reviews of supplier's quality assurance program, processes and procedures.
2. **DELIVERY:** Deliveries shall be made both in quantities and at times stated in the INTERCONNECT purchase order. Seller understands and agrees that **TIME IS EXPRESSLY OF THE ESSENCE** with respect to delivery of items contained in the purchase order. Supplier agrees (a) to properly pack, mark and ship products in accordance with INTERCONNECT requirements and in such a manner to ensure no damages occur during transit due to packaging; (b) to make no charge for handling, packaging, storage, transportation (including duties, taxes, fees, etc.) or drayage of items unless otherwise stated in the purchase order; (c) to provide with each shipment a packing slip showing INTERCONNECT purchase order number, revision number (if applicable), INTERCONNECT part number, Supplier's part number (where applicable), product description, quantity of pieces in shipment, and number of cartons or containers in shipment; (d) for cartons containing more than one type of product, each type of product will be clearly marked for ease of identification; and (e) for products requiring a Certificate(s) of Conformance, such Certificate(s) will be included with the packing slip. Shipments that do not comply with specific marking/shipping/packaging or documentation requirements may result in the reduction in the purchase order value of up to \$100 per shipment. This value will offset INTERCONNECT's internal cost of processing the non-conformance. If any delivery required of Supplier is behind the schedule specified in the purchase order, INTERCONNECT may elect to have such delivery made via expedited means at Supplier's expense.
3. **EARLY DELIVERY:** Suppliers are expected to deliver product/services on the due date noted in the purchase instrument; with permission, early delivery may be accepted up to 5 days prior to the due date. Any shipments received more than 5 days in advance may be returned at the supplier's expense. Shipments received after the due date will be considered a late delivery; under our supplier management system, suppliers are rated for on-time deliveries.
4. **INVOICE AND PAYMENT:** Unless otherwise provided in this contract/order, no invoices shall be issued nor payments made prior to delivery as specified in the document issued by the Buyer. All payments are subject to adjustment for shortages and/or rejections of delivered items.
5. **WITHHOLD:** Buyer may withhold payment in the amounts payable to the Seller hereunder on any claim or change Buyer may have against Seller.
6. **GOVERNMENT/CUSTOMER CONTACTS:** In general, Buyer, acting as Prime, has the singular right to engage the customer on matters related to business – includes both Government and Commercial customers benefiting under this order. INTERCONNECT shall be solely responsible for all liaison, coordination, and communication with the INTERCONNECT customer, including the US Government, as it affects the applicable prime contract, this contract, and any related contract.
7. **RELEASE OF INFORMATION:** Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this contract or the subject matter hereof, will be made by the Seller without the prior written consent and approval of INTERCONNECT.
8. **ORDER OF PRECEDENCE:** Any inconsistency in this subcontract/order shall be resolved by giving precedence in the following descending order: (a) the schedule, (b) the general provisions, (c) other documents, exhibits, and attachments to the schedule, and (d) specifications/statement of work.
9. **MATERIALS:** All materials supplied shall be configured to the latest applicable revision unless explicitly noted otherwise. If the purchase order line item references a revision that has been superseded, the supplier shall notify the INTERCONNECT buyer prior to accepting the purchase order to ensure the correct revision is supplied. The work delivered hereunder shall consist of new materials, as defined by FAR 52.211-5 (not used, reconditioned, remanufactured, or of such age as to impair usefulness or safety).
10. **PACKING AND SHIPMENT:** (a) Unless otherwise specified, all work is to be packed in accordance with good commercial practice to prevent damage and deterioration during shipping, handling, and storage. (b) A complete packing list shall be

enclosed with all shipments. Seller shall mark containers or packages with necessary lifting, loading, and shipping information, including the INTERCONNECT contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this contract number. (c) For work shipped within the United States, unless otherwise specified, delivery shall be FOB Destination.

11. **REJECTION:** Buyer shall notify Seller if any items/services delivered hereunder are rejected and at Buyer's election and Seller expense, replacement items shall be procured. No replacement of defective items shall be made by Seller unless agreed to in writing by Buyer.
12. **CHANGES:** Buyer may at any time by written notice make changes within the general scope of this contract action, to drawings, specifications, shipping instructions, quantities, and delivery schedule. Should any such change increase or decrease the cost, or the time required for performance of the order, an equitable adjustment by Seller must be made within thirty days from the date of the change ordered or within such additional period of time as may be agreed upon.
13. **QUALITY CONTROL OF SUB-TIER SUPPLIERS:** Supplier shall assure control of quality at all points necessary to conform to this PO's requirements, whether performed by Supplier or by Supplier's sub-tiers. Supplier shall flow down to its sub-tiers any and all applicable sections or subsections of these Terms and Conditions, and shall ensure such portions are inserted in all subcontracts or Purchase Orders at every tier.
14. **LIQUIDATED DAMAGES:** In the event Seller fails to make delivery of an item in accordance with a Purchase Order delivery schedule(s), INTERCONNECT shall be entitled to receive compensation from seller in the form of liquidated damages and not as a penalty, and the Seller may be assessed such damages. The amount of such liquidated damages shall be equivalent to 0.5% of the value of the INTERCONNECT END ITEM for which this purchase is made for each calendar day of the delayed item. Such liquidated damages shall begin on the first day after the delivery date specified herein has passed. Seller shall be entitled to a grace period of seven (7) calendar days for delivery of the item past the delivery date specified herein, during which period no liquidated damaged will be assessed. If the item is not delivered before the grace period ends, then liquidated damages will be assessed on a retroactive basis as though there was no grace period. Liquidated damages will be limited to a maximum of 10% of the unit price of the INTERCONNECT END ITEM for which the Seller's item is purchased.
15. **TERMINATIONS:** (a) Buyer may by written notice of default to Seller, terminate the whole or any part of this order in any one of the following circumstances: (i) Seller fails to make delivery of the items within the time specified herein or any extension thereof, or if (ii) Seller fails to perform any of the provisions of this order or fails to make progress as to endanger performance of this order in accordance with its terms and in either of these circumstances does not cure such failure within a period of 10 calendar days (or longer period as authorized by the Buyer) after receipt of notice from the Buyer specifying such failure; or (iii) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or (iv) Seller fails to provide Buyer, within a reasonable time after demand by Buyer, written assurance of due performance by Seller. (b) If this order is so terminated, Buyer may procure or otherwise obtain, upon such exceptions set forth below shall be liable to the Buyer for any excess costs or similar supplies or services along with additional administrative costs tied to the re-procurement actions. (c) Seller shall continue performance of this order to the extent not terminated. Buyer shall have no obligations to Seller in respect to the terminated part of the order except as herein provided. Buyer's rights as set forth herein shall be in addition to the Buyer's other rights in case of Seller's default, whether set forth in the order or not. Buyer may terminate the Seller "for convenience" at any time; however, the Seller is entitled to submit a request for equitable adjustment on all work/costs to date.
16. **GOVERNING LAW:** The contract/order incorporating these terms and conditions and the performance of the parties hereunder shall be construed in accordance with and governed by the laws of the state of Texas.
17. **SUBCONTRACTING OR ASSIGNING:** Neither this contract nor the obligation of the Seller hereunder shall be subcontracted, assigned or delegated by operation of law, or otherwise without Buyer's written consent.
18. **TAXES:** Seller's prices/quotes shall separately note all applicable taxes.
19. **PRICE WARRANTY:** The Seller warrants that the prices of the items set forth herein do not exceed those charged by the Seller to any other customer purchasing the same items in like quantities.
20. **VARIATIONS IN QUANTITY:** Unless written pre-approval is received from the Buyer, no variations in quantities are authorized.
21. **INDEMNIFICATION:** The Seller shall indemnify INTERCONNECT against all liability that may result from any claim, action, or suit by any person, based on any alleged injury to or death of any person, based on the alleged injury to or death of any person or damage to or loss of any property that may occur or that may be alleged to have been caused by the Seller in the course of performance of this contract by the Seller. The Seller shall pay all charges of attorneys in connection therewith and, if any judgment shall be rendered against INTERCONNECT in any such action or actions, the Seller shall satisfy and discharge the same without cost or expense to INTERCONNECT. However, this indemnity shall not apply to claims, actions,

or suits resulting from INTERCONNECT negligence. INTERCONNECT shall indemnify the Seller against all liability that may result from any claim, action, or suit by any person, based on any alleged injury to or death of any person, based on any alleged injury or death of any person or damage to or loss of any property that may occur of that may be alleged to have been caused by INTERCONNECT in the course of the performance of this contract. INTERCONNECT shall pay all charges of attorneys in connection therewith and, if any judgment shall be rendered against the Seller in any such action or actions, INTERCONNECT shall satisfy and discharge the same without cost or expense to the Seller.

22. **INTELLECTUAL PROPERTY INFRINGEMENT:** Seller warrants that the Work performed and delivered under this contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Seller agrees to defend, indemnify, and hold harmless INTERCONNECT and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of any action by a third party that is based on a claim that the Work performed or delivered under this contract infringes or otherwise violates the intellectual property rights of any person or entity.
23. **NOTIFICATION OF DEBARMENT/SUSPENSION STATUS:** Seller shall provide immediate notice to Buyer in the event of being debarred, suspended, or proposed for debarment by any Federal Agency during performance of this contract/order.
24. **CONTRACT DIRECTION:** Only the INTERCONNECT procurement/purchasing representative has the authority to amend this contract; such amendments must be in writing. INTERCONNECT engineering and technical personnel may render assistance or give technical "advice" or discuss or affect an exchange of information with Seller's personnel concerning the work hereunder. Such actions shall not be deemed to be a "change" under the Changes clause of this contract (FAR 52.243-1), and shall not be the basis for any equitable adjustment. Except as otherwise provided herein, all notices to be furnished by the Seller shall be sent to the INTERCONNECT procurement representative.
25. **FAR and DFARS Clauses and Provisions**

For all FAR and DFARS references, the terms "Government Contracting Officer", "Contracting Officer", and "Government" mean INTERCONNECT Buyer and Buyer's Authorized Procurement Representative

FAR Clauses & Provisions – latest version is applicable to all Contracts/Purchase Orders

- a) 52.203-3 Gratuities (Apr 1984)
- b) 52.203-5 Covenant Against Contingent Fees (Apr 1984)
- c) 52.203-7 Anti-Kickback Procedures (Jul 1995)
- d) 52.203-8 Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
- e) 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
- f) 52.209-6 Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (Sep 2006)
- g) 52.211-5 Material Requirements (Aug 2000)
- h) 52.211-14 Notice of Priority Rating for National Defense Use (Sep 1990)
- i) 52.211-15 Defense Priority and Allocation Requirements (Sep 1990)
- j) 52.215-2 Audit and Records – Negotiations (Jun 1999)
- k) 52.215-12 Subcontractor Cost or Pricing Data (Oct 1997)
- l) 52.215-13 Subcontractor Cost or Pricing Data – Modifications (Oct 1997)
- m) 52.215-14 Integrity of Unit Prices (Oct 1997)
- n) 52.215-19 Notification of Ownership Changes (Oct 1997)
- o) 52.215-20 Requirements of Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)
- p) 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Oct 1997)
- q) 52.222-1 Notice to the Government of Labor Disputes (Jul 1990)
- r) 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (Jul 2005)
- s) 52.222-20 Walsh Healey Public Contracts Act (Dec 1996)
- t) 52.222-21 Prohibition of Segregated Facilities (Feb 1999)
- u) 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)
- v) 52.222-25 Affirmative Action Compliance (Apr 1984)
- w) 52.222-26 Equal Opportunity (Mar 2007)
- x) 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)
- y) 52.222-36 Affirmative Action for Workers with Disabilities (Jun 1998)
- z) 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)
- aa) 52.223-6 Drug-Free Workplace (May 2001)
- bb) 52.223-11 Ozone-Depleting Substances (May 2001)
- cc) 52.225-1 Buy America Act – Supplies (Jun 2003)
- dd) 52.225-13 Restrictions on Certain Foreign Purchases (Feb 2006)
- ee) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
- ff) 52.227-14 Rights in Data – General (Jun 1987)
- gg) 52.229-3 Federal, State and Local Taxes (Apr 2003)

- hh) 52.232-23 Assignment of Claims (Jan 1986)
- ii) 52.232-24 Prohibition of Assignment of Claims (Jan 1986)
- jj) 52.242-13 Bankruptcy (Jul 1995)
- kk) 52.242-14 Suspension of Work (Apr 1984)
- ll) 52.242-15 Stop Worker Order (Aug 1989)
- mm) 52.242-17 Government Delay of Work (Apr 1984)
- nn) 52.243-1 Changes—Fixed Price (Aug 1987)
- oo) 52.244-6 Subcontracts for Commercial Items (Mar 2007)
- pp) 52.245-1 Government Property (Jun 2007)
- qq) 52.246-1 Inspection of Supplies – Fixed Price (Aug 1996)
- rr) 52.246-2 Inspection of Supplies-Fixed-Price (AUG 1996)
- ss) 52.246-3 Inspection of Supplies-Cost-Reimbursement (MAY 2001)
- tt) 52.246-4 Inspection of Services-Fixed Price (AUG 1996)
- uu) 52.246-5 Inspection of Services-Cost-Reimbursement (APR 1984)
- vv) 52.246-16 Responsibility for Supplies (APR 1984)
- ww) 52.246-11 Higher-Level Contract Quality Requirement (FEB/1999)
- xx) 52.249-1 Termination for Convenience of the Government (Fixed Price) (Apr 1984)
- yy) 52.249-8 Default (Fixed Price Supply and Service) (Apr 1984)
- zz) 52.249-14 Excusable Delays (Apr 1984)
- aaa) 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)
- bbb) 52.252-2 Clauses incorporated by Reference (Feb 1998)
- ccc) 52.253-1 Computer Generated Forms (Jan 1991)

DFARS Clauses – all Purchase Orders

- a) 252.204-7000 Disclosure of Information (Dec 1991)
- b) 252.225-7001 Buy American Act and Balance of Payments Program (Jun 2005)
- c) 252.225-7002 Qualifying Country Sources as Subcontractors (Apr 2003)
- d) 252.227-7013 Rights in Technical Data-Noncommercial Items (Nov 1995)
- e) 252.227-7014 Rights in Noncommercial Computer Software & Noncommercial Computer Software Documentation (Jun 1995)
- f) 252.227-7016 Rights in Bid or Proposal Information (Jun 1995)
- g) 252.227-7026 Deferred Delivery of Technical Data or Computer Software (Apr 1998)
- h) 252.243-7001 Pricing of Contract Modifications (Dec 1991)
- i) 252.249-7002 Notification of Anticipated Contract Termination or Reduction (Dec 2006)

DFARS Clauses – additional clauses for Purchase Orders exceeding \$100,000

- a) 252.203-7001 Prohibitions on Persons Convicted of Fraud of Other Defense Contract Related Felonies (Dec 2004)
- b) 252.225-7012 Preference for Certain Domestic Commodities (Jan 2007)

B. Nonconforming Material

1. **Meeting Specifications:** Items failing to conform to all applicable drawings, specifications, and/or other Purchase Order requirements shall not be delivered to INTERCONNECT without documented written approval from INTERCONNECT Quality Assurance.
2. **Nonconformance of Deliverables:** Supplier shall evaluate each nonconformance for its potential to exist in previously produced or delivered material. If a nonconformance exists in a previously delivered item, Supplier shall notify INTERCONNECT, in writing, within 24 hours and provide the following information: 1) description of nonconformance 2) affected Purchase Orders, delivery dates, quantities and lots.

C. Inspection and Testing

1. **Source Inspection:** Source inspection required prior to shipping.
2. **Data Sheet:** A data sheet shall accompany the first article. The data sheet shall list every dimension on the engineering drawing. Next to each dimension, the actual “as built” measurement shall be recorded. In lieu of a data sheet, measurements may be recorded directly on the engineering drawing. An in-house inspector shall sign and date the data sheet or drawing.
3. **Functional Testing:** Results of functional testing required with shipment. Functional testing documentation shall include test and acceptance criteria, controlling specification(s) or procedure(s) and the results of the test.
4. **Physical Properties Test:** Physical Properties Test Report Required per applicable Military Specification.

5. **Chemical Properties Test:** Chemical Properties Test Report Required per applicable Military Specification.
6. **Illumination Report:** Illumination Report required per applicable Military Specification.

D. Materials and Components

1. **COC:** A certificate of conformance (cert) with signature and title of authorized quality agent required.
2. **COC Elements:** The certificate of conformance shall include the following: part number, purchase order number, applicable military specification, part number revision if one exists, quantity, serial number, name and address of process facility, and date of certification. Vague or ambiguous statements such as "to the best of my knowledge" are not acceptable and may result in rejection of the item during receiving.
3. **QPL List:** QPL listed items shall be manufactured by sources listed in the applicable QPL.
4. **QPL Certificate:** Supplier must be able to obtain and supply manufacturer or QPL certificate upon request.
5. **Trace:** Lot traceability to the original point of manufacture or processing for all components, subcomponents, and/or assemblies is required.
6. **Material Shelf-Life:** For all materials with shelf life limitations, the remaining shelf life shall be 75% of the original shelf life (minimum) at time of shipping. Manufacturers name, lot number (if applicable) and manufacture date shall be provided with shipment.
7. **Bar Code/Marking:** Supplier shall apply bar codes to exterior package per INTERCONNECT Bar Code Requirements, INVT-0001-09. Suppliers may contact INTERCONNECT for a copy of document.

8. E. Right of Access

1. **In-Process Verifications:** INTERCONNECT reserves right of entry to Supplier's facility and any applicable sub-tier supplier facilities for the purpose of verifying compliance with all requirements of this order. INTERCONNECT and any customer or their representative shall have the right to perform in-process inspections, audits and system surveillance as part of the verification process. Supplier shall provide suitable facilities to perform these verifications to INTERCONNECT and any customer or their representative at no cost to INTERCONNECT.
2. **Quality Assurance:** During performance of this order, your quality system and processes are subject to review, verification and analysis by authorized government representatives in accordance with FAR Paragraph 46.102 Policy on Quality Assurance. Requirements

F. Records

1. **Records Retention:** Supplier shall maintain records necessary to verify conformance of supplied material to the conditions of this order. Supplier shall also maintain records of all purchase orders. These records are to be maintained for a minimum of seven (7) years from the date of delivery. At INTERCONNECT's election, such records shall be made available to INTERCONNECT, INTERCONNECT's customers and/or any regulatory agency, at no cost to INTERCONNECT. INTERCONNECT retains the right to inspect subject documents at supplier's premises upon reasonable notification of intent to do same.

G. Special Process/Quality System Certifications

1. **First Article Inspection (if First Article called out on Purchase Order):** Initial delivery of material and/or assemblies manufactured to drawings supplied under this Purchase Order or Contract must meet First Article conformity per United Technologies Company (UTC) ASQR-08.2.
2. **First Article Documentation (If First Article called out on Purchase Order):** Complete First Article documentation in accordance with the provisions of SAE AS9102, Aerospace First Article Inspection Requirements, including traceability to point of manufacture shall accompany all First Articles at time of delivery.
3. **Approved Sources:** When specified on the drawing or Purchase Order, suppliers must use sources approved by Sikorsky Aircraft Company (SAC) to perform special processes. *Note: The use of directed sources does not relieve the responsibility for subcontractor control (i.e. an approved source for Non-destructive Testing, Plating, etc).*

4. **Basic Quality Requirements:** The elements of SAC Quality Manual (ASQR-01) are incorporated herein by reference.
5. **Quality Records:** Retain quality records and make them available for the specified retention period: ten (10) years for all parts other than aftermarket and off-the-shelf industry parts; eight (8) years for aftermarket parts; four (4) years for off-the-shelf/industry standard parts (e.g. AN, AS, MS, etc).
6. **Revisions:** Where a specific revision of a part number is listed, Supplier must provide only that revision. If that revision has been superseded, Supplier shall notify INTERCONNECT buyer prior to shipment for further instructions.
7. **Wire and Cable Use and Handling:** If supplier uses or supplies silver plated copper wire in any application, the following provisions apply:
 - a. At no time during handling shall the wire/cable (collectively "wire") ends be exposed to moisture or water. Any wire that is susceptible to an uncontrolled environment shall be put in a sealed bag with desiccant. Any wire that is in an uncontrolled environment and not terminated shall be inspected for the Red Plague. The wire bending radius will not be violated at any time during spooling, manufacturing, modification or rework.
 - b. Storage of wire shall be in a controlled environment, which is defined as: temperature not to exceed 84 degrees F, humidity not to exceed 70%.
 - c. Packaging for wire shall be as follows:
 - a) AWG sizes 10 and smaller
 - I. Cut and splice all lengths together (i.e. WECO splice)
 - II. Seal unplaced ends with heat shrinkable end caps
 - III. Use plastic spools only
 - IV. Bag each spool in clear plastic with desiccant, then individually box
 - V. All spools and box labels to include the following statement: "WARNING – MOISTURE DAMAGE WIRE (CABLE) – KEEP ENDS SEALED"
 - b) AWG sizes 8 and larger
 - I. Cut and splice all lengths together, then cover all splices with heat shrinkable tubing.
 - II. Seal unspliced ends with heat shrinkable end caps
 - III. Use 24" wood reels, with plastic wrap extending beyond the flanges and covering the spooled wire with a desiccant
 - IV. All reels labels to include the following statement: "WARNING – MOISTURE DAMAGE WIRE (CABLE) – KEEP ENDS SEALED"
 - d. The acceptance standards shall be per the SS 7505

H. Customer Specific Terms and Conditions: Science and Engineering Services, Inc.

SPECIAL CONTRACT REQUIREMENTS

H-1 52.204-4708 NON-U.S. CITIZENS SEP/2007 NON-U.S. CITIZENS

Prior approval to use Non-U.S. Citizens to perform on this contract, at either the prime or sub-contract level, must be obtained from the Prime Contractor. If approval is granted, such approval does not grant an exception to U.S. export law(s) and the contractor is responsible for obtaining necessary export licenses.

To request approval for use of Non-U.S. Citizens in performance of this contract, the contractor must provide by letter addressed to the Prime Contractor the following:

- (a) Method Non-U.S. Citizen will be utilized, i.e., as a subcontractor or as an employee of the contractor.
- (b) If a subcontractor, identify company, country of origin, and tasks to be performed, and provide employer's verification of work authorization (visa, green card).
- (c) If a company employee, identify country of origin and tasks to be performed, and provide employer's verification of work authorization (visa, green card).
- (d) In either case (items b and c above) identify the technology involved and what type information, Classified, Controlled Unclassified Information (CUI), or Unclassified, will be released to the Non-U.S. Citizen to enable satisfactory performance on the contract.
- (e) If the contractor currently possesses a munitions export license to export the data to Non-U.S. Citizens (whether the Non-U.S. Citizen is an employee of the company or a subcontractor) provide the license number.
- (f) Provide justification as to why the Non-U.S. Citizen is needed to perform the contract.
- (g) Company point of contact name and phone number.

The above clause shall not flow down to subcontracts with Universities. The following replacement text shall be inserted into subcontracts with Universities:

Prior notice of the use of Non-U.S. Citizens to perform on this prime contract at the University subcontract level must be provided through the Prime Contractor to the Contracting Officer. This notice does not grant an exception to U.S. Export Law(s) and the Contractor and/or Subcontractor are responsible for obtaining necessary Export Licenses.

Prior notice shall be provided by the Subcontractor, through the Prime Contractor, to the Prime Contractor, by letter addressed to the Prime Contractor, containing the following:

Individual's Name;

Country of Origin;

Tasks to be performed; and,

Employer's verification of work authorization (visa, green card). End of Clause

H-2 52.243-4000 ENG CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR DEVIATION, DEC/2007
REQUEST FOR VARIANCE, ENG RELEASE RECORDS, NOTICE OF REVISION, &
SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS

Contractor initiated Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Request for Variance (RFVs), collectively referred to as "proposals", shall be prepared, submitted and distributed in accordance with paragraphs 2, 3 and 4 below except as specified in paragraph 5 below.

Format.

a. Class 1 ECPs require the "Long Form Procedure" for documenting the change and describing the effects of the change on the suitability and supportability of the Configuration Item (CI). Class I ECPs should be limited to those that are necessary or offer significant benefit to the Government. Class I ECPs are those that affect the performance, reliability, maintainability, survivability, weight, balance, moment of inertia, interface characteristics, electromagnetic characteristics, or other technical requirements in the specifications and drawings. Class I ECPs also include those changes that affect Government Furnished Equipment, safety, compatibility, retrofit, operation and maintenance manuals, interchangeability, substitutability, replaceability, source control specifications and drawings, costs, guarantees or warranties, deliveries, or schedules. Class II ECPs are those that do not affect form, fit and function, cost, or schedule of the system CI and do not meet the other criteria described above for Class I ECPs.

b. Long Form Procedure: Class I changes to the CI require that AMSAM-RD Form 523, pages 1 through 7 (as applicable), be prepared. Use of this procedure assures that all effects of the change on the CI are properly addressed and documented to the necessary detail to allow proper evaluation of the proposed change.

c. Short Form Procedure: ECPs and VECPs, which meet the requirements of Class II ECPs, shall be prepared using AMSAM-RD

Form 523 (page 1 only). Supplemental pages may be used with the form as necessary. The responsible Administrative Contract Management Office (ACMO) will enter the appropriate data in Block 5 "Class of ECP", Block 6 "Justification Codes", and Block 7 "Priority."

d. The Contractor shall not manufacture items for acceptance by the Government that incorporate a known departure from requirements, unless the Government has approved a RFD or RFV. RFDs shall be prepared using AMSAM-RD Form 527 or AMSRD-AMR Form 530. RFVs shall be prepared using AMSAM-RD Form 528. If Forms 528 or 530 are used, the Contractor must check the Type I Box in Block 5 (Production Status) of the Form to clearly identify the affected parts or assemblies have not yet been manufactured with the proposed change incorporated.

e. The Contractor shall not submit items for acceptance by the Government that include a known departure from the requirements, unless the Government has approved a RFD (AMSRD-AMR Form 530) or RFV (AMSAM-RD Form 528). The Contractor shall check the Type II Box in Block 5 (Production Status) of the Form 528 or Form 530 to clearly identify that the items have already been manufactured and are being submitted for acceptance as stated on the RFV or RFD.

f. Each ECP, RFD or RFV shall be accompanied by a written and signed evaluation prepared by the responsible Defense Contract Management Agency (DCMA) technical representative. The DCMA written evaluation shall be considered part of the ECP/RFD/RFV proposal.

g. Classification of RFDs/RFVs.

(1) Major RFDs/RFVs. RFDs/RFVs written against CIs shall be designated as major when the RFD/RFV consists of acceptance of an item having a nonconformance with contract or configuration documentation involving health; performance; interchangeability; reliability; survivability; maintainability; effective use or operation; weight; appearance (when a factor); or when there is a departure from a requirement classified as major in the contractual documentation.

(2) Critical RFDs/RFVs. RFDs/RFVs written against CIs shall be designated as critical when the RFD/RFV consists of acceptance of an item having a nonconformance with contract or configuration documentation involving safety or when there is a departure from a requirement classified as critical in the contractual documentation.

(3) Minor RFDs/RFVs. RFDs/RFVs written against CIs shall be designated as minor when the RFD/RFV consists of acceptance of an item having a nonconformance with contract or configuration documentation which does not involve any of the factors listed above in paragraphs g(1) or g(2), or when there is a departure from a requirement classified as minor in the contractual documentation.

h. Proposals shall include sufficient technical data to describe all changes from existing contract requirements.

i. Proposals shall include sufficient justification for making the change, including a statement of contract impact, if the change is not authorized.

j. Proposals for ECPs shall set forth a "not to exceed" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the equitable increase shall not exceed this amount.

k. Times allowed for technical decisions for ECP and RFD/RFV proposals will be worked out via mutual agreement between the Contractor and the Government.

l. The Contractor shall submit, concurrent with the ECP, a separate AMSAM-RD Form 525, "Specification Change Notice" (SCN), for each specification that would require revision if the ECP were approved.

m. Proposals for VECPs shall set forth a "not less than" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the savings shall not be less than this amount.

n. The Contractor shall utilize AMSAM-RD Form 526, "Engineering Release Record" (ERR) to release new or revised configuration documentation to the Government for approval.

o. The Contractor shall utilize AMSAM-RD Form 524, "Notice of Revision" (NOR) to describe the exact change(s) to configuration documentation specified as a data requirement in the contract. The Contractor shall describe the change using subsections entitled "WAS" to describe the current contractual technical requirement and "IS" to describe the proposed new requirement.

Submittal. The Contractor shall submit two (2) copies of each proposal to the responsible Administrative Prime Contractor (ACO).

One (1) copy of each proposal shall be returned to the Contractor within (5) working days after receipt by the ACO, stating whether or not the proposal is in compliance with this provision. Any unresolved differences between the ACO and the Contractor concerning ECPs, VECPs, RFVs or RFDs will be submitted to the PCO for resolution. Submittals may be made by electronic means by scanning the appropriate completed forms into a computer or preparing the forms electronically.

Distribution.

a. Electronic Distribution. The preferred method of distribution is through the Internet E-mail System to the PCO.

Microsoft Word is required for use with the transmittal letter (E-mail). Required forms will be attached to the E-mail. All forms may be obtained from the AMCOM Acquisition Center Website (<https://www.proc.redstone.army.mil/acquisition>) by clicking on "Forms/Check sheets." The forms are in both "Adobe Acrobat" and "Form Flow" formats. In order to access and use the forms, the user must have the "Adobe Acrobat" or "Form Flow" software installed on their computer. Drawings may be scanned into the computer and sent as an attachment. In some cases, because of size, drawings may have to be sent as hard copies or sent under special electronic instructions provided by the PCO. Contractors who do not have access to the AMCOM Acquisition Center Website will need to contact the PCO, the appropriate Project Office Configuration Management Office, or the Technical Data Management Division (AMSRD-AMR-SE-TD) to have the forms sent to their facility.

b. Hard Copy Distribution of Class I or II ECPs and RFD/RFVs, For each Class I or II ECP, or each RFD/RFV that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the PCO and one copy to the ACO. Upon receipt of any type of change proposal that is submitted to the PCO, the ACO shall immediately submit DCMA's written evaluation pertaining to the proposed engineering change action to the PCO.

c. Hard Copy Distribution of VECs. For each VEC that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the PCO and one copy to the ACO. Upon receipt of any VEC that is submitted to the PCO, the ACO shall immediately submit DCMA's written evaluation to the PCO. The Contractor shall also submit one copy of the VEC to the Value Engineering Program Manager (VEPM) whose address is below.

Alternate Format, Submittal or Distribution Process. Proposals may be prepared in a different format, submitted using a different submittal process or distributed in a different manner than specified in paragraphs 2, 3 and 4 above, so long as the alternate approach is in accordance with a Government approved configuration management plan governed by this contract or the PCO authorizes the alternate format, submittal, or distribution process.

Government Acceptance. Acceptance of a proposal by the Government shall be affected by the issuance of a change order or execution of a supplemental agreement incorporating the proposal into the contract unless the PCO authorizes another method of acceptance. The Government will notify the Contractor in writing if a proposal is determined to be unacceptable.

(End of clause)

H-3 TECHNICAL LIAISON AND SURVEILLANCE

Performance by the Contractor of the technical aspects of this contract shall be under the cognizance of the technical POC. All technical liaison with and technical surveillance of the contractor, within the scope of this contract, will be furnished by Andy Ramsey, or his authorized representative.

The above clause is governed by the following: No change in the scope or within the scope of this contract which would effect a change in any term or provision of this contract shall be made except by a modification executed by the Prime Contractor. The Contractor is responsible to insure that all contractor personnel are knowledgeable and cognizant of this contract provision. Changes to contract effort accepted and performed by contractor personnel outside of the contract without specific authorization of the Prime Contractor shall be the responsibility of the Contractor.

H-4 REPORTS

Submission of reports shall be as specified in the applicable Contract Data Requirements List (DD Form 1423) identified in Section J. The Prime Contractor may effect changes in the distribution shown on the DD Form 1423 by additions thereto or deletions there from, unilaterally, by change order to the Purchase Order.

H-5 IMPORTANT NOTICE -- INSTRUCTIONS BY PRIME CONTRACTOR

a. The Contractor will not accept any instructions issued by any person other than the Prime Contractor.

b. No information other than that which may be contained in an authorized modification to the purchase instrument, duly issued by the Prime Contractor which may be received from any person employed by the U.S. Government or otherwise, will be considered as grounds for deviation from any stipulation of this purchase instrument or reference drawings and/or specifications.

H-6 PROPRIETARY INFORMATION OF ANOTHER FIRM

The contractor agrees to enter into a written agreement with any firm whose proprietary data is used in connection with performance of the contract, to protect all proprietary information from unauthorized disclosure or use for as long as it remains proprietary, to furnish the Prime Contractor with executed copies of all such agreements, and to refrain from using any proprietary

information in supplying the government goods or services, or for any purpose other than that for which it was intended. The contractor agrees that any data furnished by the Government to the contractor not generally available to other contractors shall be used only for performance under this contract, and all copies of such data shall be returned to the Government upon completion of the effort. Any data furnished by the Government containing trade secrets or commercial or financial data of other contractors shall be treated as proprietary data. Additionally, the contractor shall not disclose outside of the government any test data, test results, or recommendations generated in the performance of this contract.

For the purpose of this clause, the term "contractor" means the contractor, its subsidiaries, divisions, affiliates, joint venture involving the contractor, any entity with which the contractor may hereafter merge or affiliate, or any other successor or assignee of the contractor.

H-7 Non-Publicity

It is a specific condition of this Contract that the Subcontractor shall not use or allow to be used any aspect of this Subcontract for publicity or advertisement purposes without the written permission of SESI, which shall not be unreasonably withheld.

H-8 Funding (Cost Type Delivery/Task Orders)

This Contract will be funded by specific Purchase Orders. SESI shall not be obligated to pay the Subcontractor any amount in excess of the funded Purchase Order unless and until SESI has notified the Subcontractor in writing that the allotted amount of funding has been increased. The Subcontractor shall not be obligated to continue performance if to do so would exceed the currently allotted funded Purchase Order.

H-9 Buyer Technical Representative (BTR)

The Buyer Technical Representative (BTR), also known as the SESI Project Manager, provides technical direction and discussion as necessary with respect to the specifications or Statement of Work, issues task orders when so authorized, and monitors the progress and quality of Subcontractor performance. The BTR is not a Subcontract Administrator and does not have the authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the basic contract, or to direct the accomplishment of effort which goes beyond the scope of the basic contractual Statement of Work.

When, in the opinion of the Subcontractor, the BTR requests effort outside the existing scope of the Contract, the Subcontractor shall promptly notify the SESI Subcontract Administrator in writing. No action shall be taken by the Subcontractor under such direction until the SESI Subcontract Administrator has issued a contractual change or otherwise resolved the issue.

The name of the BTR will be specified in individual Purchase Order(s) issued against this Subcontract.

H-10 Security Clearances

If required, Subcontractor facility and personnel clearance requirements for the performance of this Contract will be specified with each Purchase Order on a DD Form 254. Subcontractor personnel shall obtain from the Defense Investigative Service (DIS), at a minimum, an interim CONFIDENTIAL clearance subject to final clearance approval within 40 days of the clearance request. There may be instances where a higher clearance level is required (i.e., SECRET and/or TOP SECRET). Unless security clearance levels are specified on an individual Purchase Order this requirement does not apply.

Personnel substituted under the Subcontract shall conform to the above requirements as applicable and have a minimum, interim facility and personnel security clearances before commencing services under the Purchase Order.

H-11 Priority Rating

This Contract is a rated order under DPAS (15 CFR 700). The rating is D0A1

H-12 Non-Disclosure Agreement

The non-disclosure agreement between Interconnect Wiring L.L.P. and Science and Engineering Services, Inc. dated November 15, 2009 is referenced herein.

H-13 Incorporation of Section K - "Representations, Certifications, and Other Statements of Offeror"

"Section K - Representations, Certifications, and Other Statements of Offers", executed by Company Name, dated DD MMM YYYY, is incorporated herein by reference and made a part of this contract.

H-14 Insurance - Work on a Government Installation

- (a) Seller will provide and maintain the following insurance, which will be primary to any insurance carried by SESI:
- I. Commercial General Liability insurance in limits of \$1,000,000 bodily injury and property damage per occurrence, including contractual liability to cover Seller's obligations under item (a) VII of the "Indemnity" clause of this Agreement and including SESI as an additional insured.
 - II. Automobile Liability insurance in limits of \$1,000,000 bodily injury and property damage per occurrence, including contractual liability to cover Seller's obligations under item (a) VII of the "Indemnity" clause of this Agreement and including SESI as an additional insured.
 - III. Workers' Compensation and Employer's Liability insurance.
- (b) Prior to the commencement of work hereunder, Seller agrees to provide certificates of insurance to SESI for each line of coverage. Seller may file annual certificates, covering all orders placed by SESI, in fulfillment of this requirement. Certificates shall require Seller's insurer to give SESI thirty (30) days' prior written notice of cancellation or material change in the policies and to waive the right of subrogation against SESI or SESI's client. Certificates will specify the contractual and additional insured requirements of paragraphs I and II above and will be mailed to the SESI Subcontract Administrator.
- (c) The Subcontractor shall insert the substance of this clause, including this paragraph (c), in all lower tier subcontracts hereunder. The Subcontractor shall furnish (or ensure that there has been furnished to the Subcontract Administrator a current Certificate of Insurance, meeting the requirements of (b) above, for each such lower tier subcontractor, at least five (5) days prior to entry of each lower tier subcontractor's personnel on the Government Installation.

H-15 OZONE DEPLETING SUBSTANCES.

No CLASS I OZONE DEPLETING SUBSTANCES are authorized for use under this contract.

H-16 DISCLOSURE OF FACTS AFFECTING THE GOVERNMENTS RIGHTS IN TECHNICAL DATA AND SOFTWARE

A. Advance Disclosure of Assertions.

DFARS 252.227-7017 requires an advance disclosure regarding any contractor assertions that certain technical data, computer software documentation, or computer software should be furnished to the Government with less than unlimited rights. Unless an advance assertion has been incorporated into the contract, the clauses at DFARS 252.227-7013(e)(2) and 252.227-7014(e)(2) prohibit the delivery of any technical data, computer software documentation, or computer software with less than unlimited rights. Deliveries having markings inconsistent with the clauses above are considered deficient IAW DFARS 252.227-7030. Authorized markings include: UNLIMITED RIGHTS; GOVERNMENT PURPOSE RIGHTS; LIMITED RIGHTS; RESTRICTED RIGHTS; SPECIAL LICENSE RIGHTS; and a copyright notice. No other markings regarding data rights (e.g., proprietary) are authorized.

DFARS 252.227-7013(e)(3) and DFARS 252.227-7014(e)(3) require that any new assertions after contract award be made as soon as practicable prior to the scheduled date for delivery. Since such assertions may impact currently unscheduled deliveries (e.g., under a deferred ordering clause and other contract modification) or decisions regarding performance issues and later scheduled deliveries, the contractor agrees that not later than 30 days after the basis for such additional assertion(s) is (are) known (and prior to the scheduled date for delivery), the contractor shall submit the documentation required by paragraph (g) of the clauses referenced above. These submissions are required for any technical data, computer software documentation, or computer software which is scheduled for delivery or may be within the scope of the Deferred Ordering clause, DFARS 252.227-7027.

B. Source of Funding. The contractor agrees that: All effort related to the performance of this contract will be funded exclusively with government funds or with mixed funding as defined by DFARS 252.227-7013 and 252.227-7014; or Any funding inconsistent with the above shall be disclosed in writing such that it is received by the Prime Contractor not less than 30 days prior to the initiation of such inconsistent funding. The contractor agrees to include a clause identical to this one in all subcontracts

H-17 MANPOWER REPORTING

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Prime Contractor, Prime Contractors Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal

Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment of contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

H-18 TRAVEL

All travel requests under cost-plus-fixed-fee delivery orders shall be submitted in writing to the Technical POC with a copy furnished to the Prime Contractor for review prior to the travel.

H-19 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT/MATERIAL

Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B contractor's place of performance, the Government-owned property listed below for use in the performance of this contract:

Identified in individual purchase orders via Statement of Work

H-20 PROPERTY ACCOUNTABILITY

- a. Accountability of facilities and equipment (except when transferred to the contractor as specified below) will remain with the Government throughout contract performance.
- b. In accordance with FAR 52.245-1, Government Property, Section I, and FAR Part 45, Subpart 5, the contractor shall establish a written property control system. The system shall address the control, protection, preservation, and maintenance of all Government property made available to the contractor. The property control plan shall be submitted to the Prime Contractor for approval within sixty (60) days of contract award.
- c. The contractor shall be accountable for equipment removed from the Government premises and utilized by the contractor in performance of tasks under the contract. Accountability shall be established by DD Form 1149.
- d. The transfer of government furnished property will be accomplished on a DD Form 1149, Shipping Document, from the Hand Receipt Holder in each branch of the Firing Test Division. The contractor shall track property by Hand Receipt Holder and return all property to respective Hand Receipt Holders at the end of the contract.
- e. In accounting for government property in its possession, the contractor shall comply with provisions of AR 710-2 and AR 58-1.

H-21 SAFETY

The contractor shall develop and implement a safety program for protection of personnel and property. As a minimum the program shall comply with AR 385-10, AR 385-64, U.S. Army Test and Evaluation Command (ATEC) Regulation (Reg.) 385-1, and Department of Defense (DoD) 4145.26M. The contractor shall comply with applicable Federal, State, Department of the Army (DA), and local safety and health standards.

A Safety Program shall be implemented and followed to protect personnel and property and reduce liability. The safety program shall specify how the contractor shall implement the requirement. Contractors shall provide immediate notification to the government in the event of a serious accident or incident.

The contractor shall provide employees with initial orientation and such continuing instruction as will enable them to conduct their work in safe manner and to recognize and report hazardous conditions. Initial orientation shall include instructions in safety hazards and safe practices; proper use, care and maintenance of tools and equipment; internal reporting of all accidents, and the designation of the individual responsible for accident prevention.

The contractor shall conduct all hazardous operations under an approved Standing Operating Procedure. For operations involving ammunition and explosives, the SOP shall be in accordance with ATEC Reg. 385-1

The contractor shall implement a Personal Protective Equipment Program consistent with applicable laws, regulations, and standards. Contractor shall provide safety equipment, personnel protective equipment, and devices necessary to protect the employees and visitors.

The contractor shall develop and implement a certification program for all employees required to perform maintenance, production, demilitarization, disposal, surveillance and/or test on munitions/explosives materiel. The certification program shall be designed to meet the intent of ATEC Reg 385-1. The certification program will include general safety awareness, munitions/explosive safety awareness, risk management and technical knowledge, skills, and operational proficiency. Results of a medical examination by a certified physician may be considered in the certification process.

All facilities and operations under purview of subject contract shall be made available for survey by government safety personnel on request.

The contractor shall provide a medical surveillance program for any employees that are required to be under such a program. As a minimum, this program will include employees required to use respirators, hearing protection, and laser protection. Employees who handle explosives and ammunition or have Commercial Drivers Licenses (CDLs) shall be included.

H-22 PROTECTION AND HANDLING OF FOR OFFICIAL USE ONLY INFORMATION

Information and/or material identified 'For Official Use Only' (FOUO) shall be protected and handled in accordance with the following:

a. DEFINITION. Information that has not been given a security classification pursuant to the criteria of an Executive Order, but which may be withheld from the public for one or more reasons cited in Freedom of Information Act (FOIA) Exemptions 2 through 9 shall be considered as being For Official Use Only. No other material shall be considered or marked 'For Official Use Only' (FOUO). FOUO is not authorized as a form of classification to protect national security interests.

b. SAFEGUARDING FOUO INFORMATION.

(1) During Duty Hours: During normal working hours information determined to be FOUO shall be placed in an out-of-sight location if visitors, casual traffic and other nongovernment/non-contractor personnel have access to the work area.

(2) During Non-duty Hours: At the close of business, FOUO records shall be stored so as to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks, etc., is adequate when normal U.S. Government or government/contractor internal building security is provided during non-duty hours. When such internal security control is not exercised, locked buildings or rooms normally provide adequate after-hours protection. If such protection is not considered adequate, FOUO material shall be stored in locked receptacles such as file cabinets, desks or bookcases.

c. TRANSMISSION OF FOUO INFORMATION. FOUO information will be transported in a manner that precludes disclosure of its contents. When not commingled with classified information, FOUO information may be sent via first-class mail or parcel post. Shipments that otherwise qualify under postal regulations may be sent fourth-class mail. Transmittal documents will call attention to the presence of FOUO attachments.

d. TERMINATION, DISPOSAL AND UNAUTHORIZED DISCLOSURES.

(1) Termination: The originator or other competent authority, e.g., initial denial and appellate authorities, shall terminate 'For Official Use Only' markings or status when circumstances indicate that the information no longer requires protection from public disclosure. When FOUO status is terminated, all known holders shall be notified, to the extent practical. Upon notification, holders shall efface or remove the 'For Official Use Only' markings, but records in file or storage need not be retrieved solely for that purpose.

(2) Disposal: FOUO materials may be destroyed by tearing each copy in pieces to preclude reconstruction, and placing them in regular trash containers. When local circumstances or experience indicates that this destruction method is not sufficiently protective of FOUO information, local authorities may direct other methods but must give due consideration to the additional expense balanced against the degree of sensitivity of the type of FOUO information contained in the records.

(3) Unauthorized Disclosure: The unauthorized disclosure of FOUO information does not constitute an unauthorized disclosure of DOD information classified for security purposes. Appropriate administrative action should be taken, however, to fix responsibility for unauthorized disclosure whenever feasible, and appropriate disciplinary action should be taken against those responsible. The DOD component that originated the FOUO information shall be informed of its unauthorized disclosure.

I. Special FAR and DFARS Clauses and Provisions

The following FAR, DoD FAR Supplement clauses and provisions are incorporated herein by reference with the same force and effect as if set forth in full text.

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	Reference	Title	Date
I-1	52.202-1	Definitions	JUL/2004
I-2	52.203-3	Gratuities	APR/1984
I-3	52.203-5	Covenant Against Contingent Fees	APR/1984
I-4	52.203-6	Restrictions on Subcontractor Sales to the Government	SEP/2006
I-5	52.203-7	Anti-Kickback Procedures	JUL/1995
I-6	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal Or Improper Activity	JAN/1997
I-7	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN/1997
I-8	52.203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP/2005
I-9	52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG/2000
I-10	52.204-7	Central Contractor Registration	JUL/2006
I-11	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP/2006
I-12	52.211-5	Material Requirements	AUG/2000
I-13	52.211-15	Defense Priority and Allocation Requirements	SEP/1990
I-14	52.215-2	Audit and Records – Negotiation	JUN/1999
I-15	52.215-8	Order of Precedence-Uniform Contract Format	OCT/1997
I-16	52.215-14	Integrity of Unit Prices	OCT/1997
I-17	52.215-15	Pension Adjustments and Asset Reversions	OCT/2004
I-18	52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL/2005
I-19	52.216-8	Fixed Fee	MAR/1997
I-20	RESERVED		
I-21	52.219-8	Utilization of Small Business Concerns	MAY/2004
I-22	52.222-19	Child Labor-Cooperation with Authorities and Remedies	JAN/2006
I-23	52.222-20	Walsh-Healey Public Contracts Act	DEC/1996
I-24	52.222-21	Prohibition of Segregated Facilities	FEB/1999
I-25	52.222-26	Equal Opportunity	APR/2002
I-26	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP/2006
I-27	52.222-36	Affirmative Action for Workers with Disabilities	JUN/1998
I-28	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP/2006
I-29	52.222-50	Combating Trafficking in Persons	APR/2006
I-30	52.223-6	Drug Free Workforce	MAY/2001
I-31	52.223-14	Toxic Chemical Release Reporting	AUG/2003
I-32	52.225-13	Restriction on Certain Foreign Purchases	FEB/2006
I-33	52.227-1	Authorization and Consent	JUL/1995
I-34	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG/1996
I-35	52.228-7	Insurance – Liability to Third Persons	MAR/1996
I-36	52.229-3	Federal, State, and Local Taxes	APR/2003
I-37	52.232-1	Payments	APR/1984
I-38	52.232-8	Discounts for Prompt Payment	FEB/2002
I-39	52.232-11	Extras	APR/1984
I-40	52.232-17	Interest	JUN/1996
I-41	52.232-23	Assignment of Claims	JAN/1986
I-42	52.232-25	Prompt Payment (OCT/2003) – Alt – 1 (FEB 2002)	FEB/2002
I-43	52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	OCT/2003
I-44	52.233-1	Disputes	JUL/2002
I-45	52.233-3	Protest After Award	AUG/1996
I-46	52.233-3	Protest After Award (AUG 1996) – Alt -1	JUN/1085
I-47	52.233-4	Applicable Law for Breach of Contract Claim	OCT/2004
I-48	52.237-2	Protection of Government Buildings, Equipment and Vegetation	APR/1984
I-49	52.242-1	Notice of Intent to Disallow Cost	APR/1984
I-50	RESERVED		
I-51	52.242-3	Penalties for Unallowable Costs	MAY/2001
I-52	52.242-13	Bankruptcy	JUL/1995
I-53	52.243-1	Changes - Fixed Price	AUG/1987
I-54	52.243-1	Changes – Fixed Price (AUG 1987) -- ALT I (APR 1984)	APR/1984

I-55	52.243-2	Changes – Cost Reimbursement	AUG/1987
I-56	52.243-2	Changes – Cost Reimbursement – ALT I (APR 1984)	APR/1984
I-57	52.244-6	Subcontracts For Commercial Items	MAR/2009
I-58	52.245-9	Use and Charges	JUN/2007
I-59	52.247-63	Preference for U.S.- Flag Air Carriers	JUN/2003
I-60	52.248-1	Value Engineering	FEB/2000
I-61	52.249-2	Termination for Convenience of the Government (Fixed-Price)	MAY/2004
I-62	52.249-6	Termination (Cost Reimbursement)	MAY/2004
I-63	52.249-8	Default (Fixed-Price Supply and Service)	APR/1984
I-64	52.249-14	Excusable Delays	APR/1984
I-65	52.253-1	Computer Generated Forms	JAN/1991
I-66	252.201-7000	Prime Contractor's Representative (Not Applicable to this SA)	DEC/1991
I-67	252-203-7000	Requirements Relating to Compensation of Former DOD Officials	JAN/2009
I-68	252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC/2004
I-69	252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN/2009
I-70	252.204-7000	Disclosure of Information	DEC/1991
I-71	252.204-7003	Control of Government Personnel Work Product	APR/1992
I-72	252.204-7004	Required Central Contractor Registration	NOV/2003
I-73	252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC/1991
I-74	252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	DEC/2006
I-75	RESERVED		
I-76	252.223-7002	Safety Precautions for Ammunition and Explosives	MAY/1994
I-77	252.223-7003	Change In Place of performance – ammunition and explosives	MAY/1994
I-78	252.225-7006	Quarterly Reporting of Actual Contact Performance Outside The United States	DEC/2006
I-79	252.225-7012	Preference for Certain Domestic Commodities	JAN/2007
I-80	252.225-7013	Duty Free Entry	OCT/2006
I-81	252.226-7001	Utilization of Indian Organization, Indian-Owned Economic Enterprises and native Hawaiian Small Business Concerns.	SEP/2004
I-82	252.227-7013	Rights in Technical Data – Noncommercial Items	NOV/1995
I-83	252.227-7014	Rights in Noncommercial Computer Software and Non- Commercial Computer Software Documentation	JUN/1995
I-84	252.227-7015	Technical Data – Commercial Items	NOV/1995
I-85	252.227-7016	Rights in Bid or Proposal Information	JUN/1995
I-86	252.227-7019	Validation of Asserted Restrictions – Computer Software	APR/1988
I-87	252.227-7025	Limitations on the use or disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN/1995
I-88	252.227-7027	Deferred Ordering of Technical Data or computer Software	APR/1988
I-89	252.227-7030	Technical Data – Withholding of Payment	MAR/2000
I-90	252.227-7037	Validation of Restrictive Markings on Technical Data	SEP/1999
I-91	252.227-7039	Patents – Reporting of Subject Inventions	APR/1990
I-92	252.228-7000	Reimbursement for War-Hazard Losses	DEC/1991
I-93	252.228-7001	Ground and Flight Risk	SEP/1996
I-94	252.228-7002	Aircraft Flight Risk	SEP/1996
I-95	252.228-7003	Capture and Detention	DEC/1991
I-96	252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles	DEC/1991
I-97	252.231-7000	Supplemental Cost Principles	DEC/1991
I-98	252.232-7003	Electronic Submission of Payment Requests	MAR/2007
I-99	252.232-7010	Levies on Contract Payments	DEC/2006
I-100	252.235-7011	Final Scientific or Technical Report	NOV/2004
I-101	252.243-7001	Pricing of Contract Modifications	DEC/1991
I-102	252.243-7002	Requests for Equitable Adjustment	MAR/1998
I-103	252.246-7000	Materials Inspection and Receiving Report	MAR/2003
I-104	252.247-7023	Transportation of Supplies by Sea	MAY/2002
I-105	252.247-7024	Notification of Transportation of Supplies by Sea	NAR/2000
I-106	52.222-2	Payment For Overtime Premiums	JUL/1990
Insert to be determined during negotiation of individual delivery orders in the blank in paragraph (a) of above referenced clause 52.222-2.			
I-107	RESERVED		
I-108	RESERVED		
I-109	RESERVED		
I-110	52.216-7	Allowable Cost and Payment	DEC/2002