

Revised: 04-21-2009

**CLAUSE H-204**  
**CUSTOMER CONTRACT REQUIREMENTS**  
**DEPARTMENT OF DEFENSE CONTRACT**

CUSTOMER CONTRACT REQUIREMENTS:

Section 1. The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006). This clause applies only if this contract exceeds \$100,000.

52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1)) (JUL 1995). Buyer may withhold sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$100,000.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997). This clause applies only if this contract exceeds \$100,000. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007). This clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2003). This clause applies only if this Contract exceeds \$100,000. Paragraph (c)(4) is modified to read as follows: "(c)(4) Seller will promptly submit any disclosure required (with written notice to Pratt & Whitney Rocketdyne, Inc.) directly to the PCO for the prime contract. Pratt & Whitney Rocketdyne, Inc. will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor.

52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2008). This clause applies in solicitations and contracts if the value of the contract is expected to exceed \$5,000,000 and the performance period is 120 days or more.

52.204-2 Security Requirements (AUG 1996). "Changes clause" means the changes clause of this contract. This clause applies only if access to classified material is required.

52.211-5 New Material (AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.

52.211-15 Defense Priority and Allocation Requirements (APR 2008). This clause is applicable if a priority rating is noted in this contract.

52.215-2 Audit and Records - Negotiation (JUN 1999). This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types: (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

52.215-10 Price Reduction For Defective Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

52.215-11 Price Reduction For Defective Cost or Pricing Data - Modifications (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. "Contracting Officer" shall mean "Contracting Officer or Buyer." In subparagraph (d)(2)(i)(A), delete "to the Contracting Officer." In subparagraph (d)(2)(ii)(B), "Government" means "Government" or "Buyer." In Paragraph (e), "United States" shall mean "United States or Buyer."

52.215-12 Subcontractor Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "The Pratt & Whitney Rocketdyne, Inc." or any of its wholly owned subsidiaries."

52.215-13 Subcontractor Cost or Pricing Data – Modifications (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "The Pratt & Whitney Rocketdyne, Inc." or any of its wholly owned subsidiaries".

52.215-14 Integrity of Unit Prices (excluding subparagraph (b)) (OCT 1997). This clause applies except for contracts at or below \$100,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

52.215-15 Pension Adjustments and Asset Reversions (OCT 2004). This Clause applies to this contract if it meets the requirements of FAR 15.408(g).

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (JUL 2005). This Clause applies to this contract if it meets the requirements of FAR 15.408(j).

52.215-19 Notification of Ownership Changes (OCT 1997). This Clause applies to this contract if it meets the requirements of FAR 15.408(k).

52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997). The term "Contracting Officer" shall mean Buyer.

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer.

52.219-8 Utilization of Small Business Concerns (MAY 2004).

52.219-9 Small Business Subcontracting Plan (JAN 2002). In paragraph (c), “Contracting Officer” shall mean Buyer. This clause applies only if this contract exceeds \$500,000. and Seller is not a small business concern.

52.222-1 Notice to Government of Labor Disputes (FEB 1997). “Contracting Officer” shall mean Buyer.

52.222-4 Contract Work Hours and Safety Standards Act — Overtime Compensation (SEP 2000). This clause applies only if this contract exceeds \$100,000. Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.

52.222-20 Walsh-Healy Public Contracts Act (DEC 1996). This clause applies only if this contract exceeds \$10,000.

52.222-21 Prohibition of Segregated Facilities (FEB 1999).

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (APR 2002).

52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001). This clause applies only if this contract exceeds \$25,000.

52.222-36 Affirmative Action for Workers With Disabilities (JUN 1998). This clause applies only if this contract exceeds \$ 10,000.

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001). This clause applies only if this contract exceeds \$25,000.

52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997). This clause applies only if Seller delivers hazardous material under this contract.

52.223-7 Notice of Radioactive Materials (JAN 1997). This clause applies only if this contract involves (i) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (ii) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. “Contracting Officer” shall mean Buyer. In the blank in paragraph (a), insert “60 days.”

52.223-11 Ozone Depleting Substances (MAR 2001).

52.223-13 Certification of Toxic Chemical Release Reporting (OCT 2000). Except for commercial items as defined in FAR Part 2, this clause applies to competitive procurements expected to exceed \$100,000 (including all options). If Seller is not subject to the Form R filing and reporting requirements, Seller shall inform Buyer which exemption or exemptions in subparagraph (b)(2) of this clause apply.

52.223-14 Toxic Chemical Release Reporting (excluding subparagraph (e)) (OCT 2000). This clause applies only if this contract is not for commercial items as defined in FAR Part 2, was competitively awarded, and exceeds \$100,000 (including all options).

52.225-1 Buy American Act — Balance of Payments - Supplies (FEB 2000). This clause does not apply if this contract is placed under a Department of Defense contract.

52.225-13 Restrictions on Certain Foreign Purchases (JUN 2003).

52.227-1 Authorization and Consent (JUL 1995). & ALT I (APR 1984).

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007). A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean "Buyer". This clause applies only if this contract exceeds \$100,000.

52.227-9 Refund of Royalties (APR 1984). This clause applies only if the amount of royalties reported during negotiation of this order exceeds \$250

52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 1984). This clause applies only if this contract will involve access to classified information.

52.227-11 Patent Rights - Retention by the Contractor (Short Form) (JUN 1997). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization.

52.227-12 Patent Rights - Retention by the Contractor (Long Form) (JUN 1997). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization.

52.227-13 Patent Rights – Ownership by the Government (DEC 2007). This clause only applies if this Order is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization.

52.227-14 Rights in Data — General (JUN 1987). This clause applies only if data will be produced, furnished or acquired under this order. Rights are only offered to the United States Government.

52.227-16 Additional Data Requirements (JUN 1987). This clause applies only if this order involves experimental, developmental, research, or demonstration work and Contractor will be providing data. Substitute Buyer for "Contracting Officer" everywhere in this Clause

52.227-17 Rights in Data - Special Works (DEC 2007).

52.227-18 Rights in Data - Existing Works (DEC 2007). In paragraph (b), "Government" means the Government and the Buyer.

52.227-19 Commercial Computer Software License (DEC 2007).

52.227-21 Technical Data Declaration, Revision, and Withholding of Payment - Major Systems (JAN 1997). This clause is applicable if Contractor is delivering data. Substitute Buyer for "Contracting Officer" everywhere in this Clause. Substitute Buyer for Government in subparagraph (b)(2) and "Buyer or Government" in subparagraph (d).

52.227-22 Major Systems - Minimum Rights (JUN 1987).

52.228-3 Workers' Compensation Insurance (Defense Base Act) (APR 1984).

52.228-4 Worker's Compensation and War-Hazard Insurance Overseas (APR 1984).

52.228-5 Insurance - Work on a Government Installation (JAN 1997). Seller shall provide and maintain insurance as set forth in this order.

52.228-7 Insurance – Liability to Third Persons - Work on a Government Installation (MAR 1996). Seller shall provide and maintain insurance as set forth in this order.

52.229-8 Taxes - Foreign Cost-Reimbursement Contracts (MAR 1990).

52.229-9 Taxes - Cost Reimbursement Contracts with Foreign Governments (MAR 1990).

52.230-1 Cost Accounting Standards Notices and Certification (OCT 2008). Add "Buyer and the" before "Contracting Officer in this provision. This provision applies if Clause H001, H002 or H004 is included in Buyer's order.

52.230-2 Cost Accounting Standards (OCT 2008). Add "Buyer and the" before "Contracting Officer in this provision. This provision applies if PWR's Clause H001, H002 or H004 is included in Buyer's order.

52.230-6 Administration of Cost Accounting Standards (MAR 2008). Add "Buyer and the" before "Contracting Officer in paragraph (f). This provision applies if Clause H001, H002 or H004 is included in Buyer's contract.

52.232-17 Interest (JUN 1996). Substitute Buyer for "Government" everywhere in this Clause.

52.232-20 Limitation of Cost (APR 1984) This Clause applies to a Cost Reimbursement type orders when it becomes fully funded. Substitute Buyer for "Government" or "United States" and substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" everywhere in this Clause

52.232-22 Limitation of Funds (APR 1984) This Clause is applicable if this order is incrementally funded. When the order becomes fully funded FAR 52.232-20 will apply in lieu of this Clause. Substitute Buyer for "Government" or "United States" and substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" everywhere in this Clause

52.234-1 Industrial Resources Developed Under Defense Production Act Title III (DEC 1994). Substitute Buyer for "Government" or "United States" and substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" everywhere in this Clause

52.236-13 Accident Prevention (NOV 1991). The term "Contracting Officer" shall mean Buyer.

52.242-13 Bankruptcy (JUL 1995) Substitute Buyer for "Government" or "United States" and substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" everywhere in this Clause

52.242-14 Suspension of Work (APR 1984).

52.242-15 Stop Work Order (AUG 1989). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer.

52.243-2 Changes - Cost-Reimbursement (AUG 1987) Alt II (APR 1984) Orders related to Sustaining Engineering & Alt V (APR 1984) Orders related to DDT&E and Production. Substitute Buyer for "Government" or "United States" and substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" everywhere in this Clause. Delete the reference to "Disputes" clause in subparagraph (d). In subparagraph (a) of Alt II, add as subparagraph (7) "Delivery Schedule" and in subparagraph (a) of Alt V, add as subparagraph (4) "Delivery Schedule".

52.243-3 Changes - Time-and-Materials or Labor-Hours (SEP 2000) Substitute Buyer for "Government" or "United States" and substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" everywhere in this Clause.

52.243-7 Notification of Changes (APR 1984) Substitute Buyer for "Government" or "United States" and substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" everywhere in this Clause. Insert 20 days after the word "within" in the second sentence of subparagraph (b) of this clause.

52.244-5 Competition in Subcontracting (DEC 1996)

52.244-6 Subcontracts for Commercial Items (APR 2003)

52.245-2 Government Property (Fixed Price Contracts) (JUN 2003). This clause is not applicable if this contract incorporates Form GP4. "Government" shall mean Government throughout except the first time it appears in paragraph (f) when "Government" shall mean the Government or the Buyer.

52.245-9 Use and Charges (AUG 2005). This clause is applicable to Fixed Price type orders under production phase. Rental requests pursuant to subparagraph (d) shall be submitted to the Buyer in lieu of the Contracting Officer. Communication with the Contracting Office or the Administrative Contracting Officer shall be through the Buyer.

52.246-3 Inspection of Supplies - Cost-Reimbursement (MAY 2003) Substitute Buyer for "Government" or "United States", except in paragraphs (b), (c), and (d) where "and Buyer after Government" applies, and in paragraph (k) where the term is unchanged. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months".

52.246-5 Inspection of Services - Cost-Reimbursement (APR 1984) "and Buyer after Government applies in paragraphs (b) and (c). Substitute Buyer for "Government" or "United States" in paragraphs (d) and (e).)

52.246-6 Inspection -Time-and-Material and Labor-Hour (May 2001) ALT1 (APR 1084) Substitute Buyer for "Government" or "United States", except in paragraphs (b), (c), and (d) where "and Buyer after Government" applies, and in paragraph (k) where the term is unchanged. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months"

52.246-7 Inspection of Research and Development - Fixed-Price (AUG 1996). This clause is applicable only to Fixed Price purchase orders/subcontracts for research and development. Substitute "Buyer and the Government" in subparagraphs (a) and (b). Substitute "Buyer or the Government" in subparagraph (c). Substitute "Buyer" for "Government" in subparagraphs (d),(e) and (f). Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer" or "ACO" throughout this clause.

52.246-8 Inspection of Research and Development - Cost-Reimbursement (MAR 2001). This clause is applicable only to Fixed Price purchase orders/subcontracts for research and development. Substitute "Buyer" for Government throughout this clause except (1) in subparagraphs (b) and (c) where "Government" means "Buyer and the Government" (2) in subparagraph (d) where "Government" means Buyer or the Government" and (3) in subparagraph (k) where the term "Government" remains unchanged.

52.247-63 Preference for U.S.-Flag Air Carriers (JUN 2003). This clause only applies if this contract involves international air transportation.

52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels ( APR 2003), Alternate I (APR 2003).. In paragraph (C)(2) "20" and "30" are changed to 10 and 20 respectively.

52.247-67 Submission of Commercial Transportation Bills to the General Services Administration for Audit (JUN 1997).

52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) Substitute Buyer for "Government" or "United States" and substitute Buyer for "Contracting Officer", "Administrative Contracting Officer" or "ACO" everywhere in this Clause. Substitute "90 days"for "120 days" and "90-day" for "120-day" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph (j) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed

under the “Disputes” clause of this Order. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.

52.249-14 EXCUSABLE DELAYS (APR 1984) Substitute Buyer for “Contracting Officer”, “Administrative Contracting Officer” or “ACO” in subparagraph (c). In (a)(2) delete “or contractual”.

Section 2. DoD Contracts. The following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, “Contractor” and “Offeror” mean Seller except as otherwise noted. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies (excluding paragraph (g)) (DEC 2008). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components. “Contractor” and “contract” are not changed in paragraphs (a) and (b). In paragraph (e), “Government” shall mean Government or Buyer. In paragraph (f), “through the Buyer” is inserted after “Contracting Officer”. Paragraph (g) is deleted and “Contracting Officer” shall mean Contracting Officer.

252.204-7000 Disclosure of Information (DEC 1991). Seller will submit requests for authorization to release through Buyer.

252.204-7008 Requirements for Contracts Involving Export-Controlled Items (JUL 2008). This clause applies if the contract is expected to involve access to or generation of export-controlled items.

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (JAN 2009)

252.209-7007 Prohibited Financial Interests for Lead System Integrators (JAN 2008)

252.211-7000 Acquisition Streamlining (DEC 1991). This clause applies only if this contract exceeds \$1 million.

252.211-7003 Item Identification and Valuation (AUG 2008). Seller shall comply with the unique item identification requirements of this clause for those subassemblies, components, and parts specified elsewhere in this contract. Such identification and marking shall be a high-capacity 2D machine readable code to comply with MIL-STD-130 L. The code may include, as space is available, linear bar code and human readable characters. Unless otherwise specified in Pratt & Whitney Rocketdyne, Inc. product drawings or specifications, the seller may use either Construct #1 or Construct #2. The Seller shall not be required to furnish item valuations as set forth in this clause.

252.215-7000 Pricing Adjustments (DEC 1991). This clause applies only if this contract exceeds \$500,000.

252.223-7002 Safety Precautions for Ammunition and Explosives (MAY 1994). This clause applies only if this contract involves ammunition or explosives. “Government” means Government or Buyer in paragraph (b)(2), each time it appears in (e), (f)(1), (f)(2), the first time it appears in (g)(1)(i), and in (g)(3). “Government” means Buyer in paragraphs (c)(3), (c)(4), (c)(5), and the second time it appears in (g)(1)(i). “Contracting Officer” means Contracting Officer and Buyer in paragraph (g)(4). “Contracting Officer” means Buyer in paragraphs (c)(1), (c)(2), (c)(3), (c)(4), (c)(5), and each time it appears in (d).

252.223-7003 Change in Place of Performance – Ammunition and Explosives (DEC 1991). This

clause applies only if DFARS 252.223-7002 is applicable to this contract. The term “Contracting Officer” means Buyer.

252.225-7001 Buy American Act and Balance of Payment Program. (JAN 2009)

252.225-7002 Qualifying Country Sources as Subcontractors (APR 2003)

252.225-7004 Reporting of Contract Performance Outside the United States (MAY 2007). This clause applies only if this contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

252.225-7012 Preference for Certain Domestic Commodities (DEC 2008).

252.225-7013 Duty-Free Entry (OCT 2006). This clause applies if Seller is located in a qualifying country (as defined in DFARS Part 225.8) or if Seller is located in any other country and the estimated U.S. duty for the deliverable items will exceed \$200 per unit. Seller shall include the prime contract number on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause. Contact the Buyer's Authorized Procurement Agent for the information required by this clause.

252.225-7014 Preference for Domestic Specialty Metals (JUN 2005), Alternate I (APR 2003).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006). This clause does not apply to the purchase of commercial items other than ball or roller bearings or to items which contain no ball or roller bearings.

252.225-7019 Restriction on Acquisition of Foreign Anchor and Mooring Chain (JUN 2005). This clause does not apply if no restricted welded shipboard anchor or mooring chain are being delivered under this contract.

252.225-7025 Restriction on Acquisition of Forgings (JUL 2006). This clause applies only if this contract is for goods that contain restricted forging items per paragraphs (a) and (b) of the referenced clause.

252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (JAN 2009)

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States (MAR 2006). This clause applies only if this contract requires Seller to perform or travel outside the United States and Seller is not (i) a foreign government, (ii) a representative of a foreign government, or (iii) a foreign corporation wholly owned by a foreign government.

252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises – DoD Contracts (SEP 2004). This clause applies if this contract exceeds \$100,000 and does not apply to the acquisition of commercial items/services as defined in FAR 2.101.

252.227-7013 Rights in Technical Data - Noncommercial Items (NOV 1995). This clause applies only if the delivery of data is required for noncommercial items under this contract.

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995). This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed or delivered under this contract.

252.227-7015 Technical Data - Commercial Items (NOV 1995). This clause applies only if the delivery of data is required for commercial items under this contract.

252.227-7016 Rights in Bid or Proposal Information (JUN 1995).

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JUN 1995).

252.227-7019 Validation of Asserted Restrictions - Computer Software (JUN 1995). This clause applies only if computer software may be originated, developed, or delivered under this contract.

252.227-7026 Deferred Delivery of Technical Data or Computer Software (APR 1988). This clause applies only if the delivery of data is required or if computer software may be originated, developed or delivered under this contract.

252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 1988). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.

252.227-7030 Technical Data - Withholding of Payment (MAR 2000). In this clause, "Government" and "Contracting Officer" shall mean Buyer. This clause applies only if the delivery of technical data is required under this contract.

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999). This clause applies only if the delivery of data is required by this contract.

252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (DEC 1991).

252.231-7000 Supplemental Cost Principles (DEC 1991)

252.235-7003 Frequency Authorization (DEC 1991). This clause applies only if this contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (JAN 2009).

252.246-7001 Warranty of Data (DEC 1991). The warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data under this contract. "Government" and "Contracting Officer" shall mean Buyer.

252.247-7023 Transportation of Supplies by Sea (MAY 2002). This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." In paragraph (g) "Government" means Buyer. If this contract is at or below \$100,000, paragraphs (f) and (g) are excluded.

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

252.249-7002 Notification of Proposed Program Termination or Reduction (DEC 2006). This clause applies only if this contract is \$550,000 or more. Seller will comply with the notice and flowdown requirements of paragraph (d)(2) of the referenced clause.

Section 3. If goods or services being procured under this contract are for commercial items and Clause H203 is set forth in this contract, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

52.219-8 Utilization of Small Business Concerns (MAY 2004). Include in all subcontracts that offer further subcontracting opportunities. If a subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), Seller and any lower tier subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (MAR 2007).

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (SEP 2006). This clause applies only if this contract exceeds \$100,000.

52.222-36 Affirmative Action for Handicapped Workers (JUN 1998). This clause applies only if this contract exceeds \$10,000.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006). This clause only applies if this contract is (i) a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) Items the Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

252.225-7014 Preference for Domestic Specialty Metals (JUN 2005)

252.247-7023 Transportation of Supplies by Sea (MAY 2002). & ALT I & II (MAR 2000). This clause applies only if this contract exceeds \$100,000 and are a type of supplies described in paragraph (b)(2) of this clause. In paragraph (c), "45 days" is changed to "60 days". In paragraph (g) "Government" means Buyer.

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

#### Section 4. Cost Accounting Standards

- (1) (Applicable if this contract incorporates clause H001). The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause H001 is the version dated OCT 2008.
- (2) (Applicable if this contract incorporates clause H002). The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause H002 is the version dated OCT 2008.
- (3) (Applicable if this contract incorporates clause H003). The version of FAR 52.230-4, Consistency in Cost Accounting Practices, incorporated by clause H003 is the version dated OCT 2008.

- (4) (Applicable if this contract incorporates clause H004). The version of FAR 52.230-5, Cost Accounting Standards – Educational Institution, incorporated by clause H004 is the version dated OCT 2008.

Section 5. The following prime contract special provision applies to this contract:

**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 the performance of this contract.