



Kaydon Corporation
2723 South State St.
Ann Arbor, MI 48104

P : 734.747.7025
W : www.kaydon.com

**STANDARD TERMS AND CONDITIONS AND FAR FLOWDOWNS FIRM
FIXED PRICE SUBCONTRACTS FOR NON-COMMERCIAL ITEMS
UNDER FEDERAL GOVERNMENT CONTRACTS**

1. **COMMUNICATION WITH BUYER'S CUSTOMER(S)**. Buyer shall be solely responsible for all liaison and coordination with its customer(s) including the U.S. Government, as it affects the applicable prime contract, this Order or any related Order.
2. **DEFENSE PRIORITIES AND ALLOCATIONS**. This Order may be a rated order under the Defense Priorities and Allocations System ("DPAS") as promulgated in 15 CFR 700. All such ratings will be indicated on the face of the Purchase Order or otherwise communicated to Seller. Seller is required to comply with the specified DPAS rating. In the event of a partial failure of Seller's sources of supply for the Products purchased, Seller will first meet all of Buyer's requirements hereunder prior to any allocation among customers. Failure to comply with the DPAS ratings is a material breach of this Order subject to immediate termination.
3. **STOP WORK ORDER**. Buyer may at any time and by written order to Seller require the Seller to stop all, or any part of, the work being performed hereunder for a period not to exceed ninety (90) days, or for such period as the Buyer and its government customer may agree under the prime contract ("Stop Work Order"). Upon receipt of the Stop Work Order Seller will immediately comply with the terms of the Stop Work Order and will take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order. Within the ninety day period (or such other period as agreed to between Buyer and its customer) the Buyer will either (i) cancel the Stop Work Order; or (ii) terminate the work covered as provided in the Termination provisions of the Contract. If the Stop Work Order is canceled or the ninety day period expires, the Seller shall resume work and an equitable adjustment as to cost and/or schedule shall be made in accordance with the Changes provision.
4. **BUYER IDENTITY REMOVAL**. At its own expense, Seller agrees to destroy or remove to Buyer's complete satisfaction, Buyer's corporate name, addresses, trademarks, patent numbers, and all other reference to Buyer from all Products rejected or canceled by Buyer, or purchased or produced by Seller in excess of quantities specified by Buyer, whether such Products are completed or partially completed, delivered, tendered for delivery, or undelivered, prior to disposition of such Products to parties other than Buyer; or to destroy such Products. Seller acknowledges that any sale of Products bearing Buyer's trade name and/or trademarks to any person or entity other than Buyer is an infringement of Buyer's proprietary rights in its trade name and/or trademarks and is an attempt by Seller to "pass off" Products of others as the Products of Buyer. Without first obtaining the written consent of Buyer, Seller agrees that it shall not in any manner make known the fact that Seller has furnished, or contracted to furnish, to Buyer the Products covered by this Order, or use the name of Buyer or any of its trademarks or trade names in Seller's advertising or other promotional material.
5. **ACCESS TO PREMISES-AUDIT**. Buyer shall have access to Seller's premises and records prior to or subsequent to payment to verify any charges. In addition, Seller will allow Buyer to inspect its books and records, including without limitation, any cost or pricing data, relating to the sale of the Products hereunder ordered. In lieu of Buyer inspecting such books and records, Seller may request that DCAA

audit Seller's books and records related to its performance hereunder. Access to Seller's premise will also be granted for the purposes of Buyer inspecting any Buyer or Government furnished property or equipment.

6. **ELECTRONIC DATA INTERCHANGE (EDI).** Seller agrees to comply with all EDI requirements of Buyer. These basic requirements include Release and Receiving Suite documents. These conditions are subject to change and Seller will be given notice of new requirements. If Seller is unable to meet all the implementation requirements, then the Order is subject to either termination by the Buyer, or a daily assessment of US\$50, at Buyer's option, until the requirements have been met. If Seller is unable to meet any of the EDI transaction requirements (ASN), Seller is subject to a US\$500 per occurrence charge. Seller agrees that any EDI will be deemed sufficient for enforceability under any state's statute of frauds or similar law.
7. **MATERIAL SAFETY DATA SHEETS (MSDS).** Seller will properly classify, describe, package, mark, label, and provide MSDS for approval by Buyer prior to shipment of all Products. Seller will prepare all such Products for transportation, accompanied by an approved MSDS, in accordance with all applicable local, state, and federal laws, ordinances, or regulations. Seller will defend, indemnify, and hold harmless Buyer from any claims, penalties, or damages incurred by Buyer as a result of any Products received from Seller not in accordance herewith.
8. **EQUIPMENT MAINTENANCE.** Unless otherwise agreed in writing, Seller shall furnish at its own expense, keep in good condition, and replace when necessary, all dies, tools, gauges, fixtures, and patterns necessary for the production of the Products ordered. Title to all property, including equipment, furnished at no charge to Seller by Buyer or the United States Government ("GFE") for Seller's performance of its obligations under this Contract, shall at all times vest in Buyer or the United States Government in the case of GFE, and Seller assumes all liability for any loss, damage, or shortage and/or for Seller's failure to return such property to Buyer on request. Seller shall promptly notify Buyer of any such loss, damage, or shortage
9. **CONFIDENTIAL INFORMATION.** Seller agrees not to disclose to any third party, or use, except in connection with the furnishing of the Product or service under this Order, any confidential information relating to Buyer's business, including business and marketing plans, processes, products, equipment, or trade secrets, as well as confidential information resulting from the performance of this Order. Any information not available to the public shall be considered confidential for the purposes of this Order; but should any of this information be published or otherwise made available by the public by Buyer or by third parties without breach of this Order, Seller shall be free to use for its own purposes only that information which is actually publicly available. Confidential information that is owned by the U.S. Government or in which the U.S. has the right to use and which is provided to Seller either by Buyer or by the U.S. Government under this Order and unless otherwise directed in writing, shall be used by Seller only in performance of its obligations pursuant to this Order. All rights title and interest in said confidential information shall remain with and vest in the U.S. Government. Seller will have no ownership rights in said confidential information nor shall Seller have any right to license or sublicense such confidential information without the expressed prior permission of the U.S. Government.
10. **INTELLECTUAL PROPERTY-OWNERSHIP OF MATERIALS.** All materials, including without limitation, documents, drawings, models, sketches, designs, software, computer tapes and disks, and lists furnished to Seller by Buyer or by the U.S. Government, shall remain the property of Buyer or the U.S. Government as the case may be and shall be returned promptly upon completion of the assigned project, or at any time upon written request of Buyer or the U.S. Government. Seller agrees not to make any copies of any such materials without Buyer's permission and to return any copies authorized with the original materials.

Seller agrees to communicate to Buyer all inventions, discoveries, computer programs, algorithms, technical data, copyrights and information resulting from this Order made or conceived by Seller or its employees on behalf of Buyer, solely or in collaboration with Buyer personnel during performance hereunder and they will become and remain the property of Buyer. Seller agrees that all drawings, graphics, technical analyses, models, prototypes, writings, algorithms, copyrights and other materials first conceived and reduced to practice by Seller during performance of this Order are considered to be “works for hire” and will become and remain the property of Buyer. At the request of Buyer, Seller will execute or cause its agents or employees to execute, any and all documents which Buyer may deem necessary to assign to it, its successor or assigns, the sole and exclusive right to such drawings, graphics, technical analyses, models, prototypes, writings, algorithms, and other materials, as well as to design registrations, design patents and copyrights relating thereto.

Seller agrees that neither it nor its agents or employees will sue Buyer, Buyer's customers, or its suppliers for infringement of patents, copyrights, trade secrets or other proprietary rights arising from the sale or use of the Products, processes or software utilizing the information, design, or the Products furnished by Seller pursuant to this Order. Seller further agrees that Seller will not knowingly infringe the patent, copyright, or trade secret rights of third parties in the performance of this Order and agrees to advise Buyer promptly if Seller is or becomes aware that Buyer's use of the results of this Order would violate rights of third parties.

Further, Seller represents and warrants that the sale or use by Buyer of the Products provided hereunder, in any combination, will not infringe the intellectual property rights of a third party. Seller grants to Buyer a non-exclusive, irrevocable, royalty free, perpetual and not subject to termination, worldwide right and license to use the intellectual property rights of Seller for the purposes of Buyer performing its obligations under its Prime Contract.

11. **NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA).** Seller will provide annually to Buyer by the specified due date, an accurate and complete NAFTA Certificate of Origin for those parts that qualify for NAFTA and an accurate and complete Country of Origin affidavit for all parts. The NAFTA Certificate of Origin must be completed in accordance with regulations published by the U.S. Department of Treasury in 19 C.F.R. Sec. 181.11 et seq. and any amendments thereto, and in accordance with instructions issued annually to Seller by Buyer. In the event that Seller fails to comply with this requirement, Buyer will charge back to Seller and Seller will promptly reimburse Buyer for all import duties, penalties, and taxes paid by the Buyer as a result of Seller's non-compliance. Buyer reserves the right to charge Seller a U.S. \$250 non-compliance per Product part number charge.
12. **UTILIZATION OF SMALL BUSINESS CONCERNS.** Seller agrees to actively seek out and provide the maximum practicable opportunities for small businesses, small disadvantaged businesses, women-owned small businesses, minority business enterprises, Historically Underutilized Business Zone (“HUB Zone”) small business concerns and U.S. Veteran and Service Disabled Veteran Owned small business concerns to participate in the subcontracts of Seller.
13. **GOVERNMENTAL REQUIREMENTS.** Seller agrees to comply with all applicable statutes, regulations, laws, and other Government requirements. The following FAR and DFAR provisions referenced below are incorporated herein by reference with the same force and effect as if they were given in full text and are applicable, including any notes following the clause citation, to this Order. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. *Seller shall include in each lower-tier subcontract the appropriate flow-down clauses as required by FAR and DFARs.*

PRESERVATION OF THE GOVERNMENT’S RIGHTS

If PRIME CONTRACTOR furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (“Furnished Items”) which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that PRIME CONTRACTOR, acting on its own behalf, may modify or limit any rights the Government may have to authorize the Contractor’s use of such Furnished Items in support of other U. S. Government prime contracts.

NOTES: When interpreting the following FAR and DFAR provisions substitute the following:

1. Substitute “PRIME CONTRACTOR” for “Government” or “United States” throughout this clause.
2. Substitute “PRIME CONTRACTOR Procurement Representative” for “Contracting Officer”, “Administrative Contracting Officer”, and “ACO” throughout this clause.
3. Insert “and PRIME CONTRACTOR” after “Government” throughout this clause.
4. Insert “or PRIME CONTRACTOR” after “Government” throughout this clause.
5. Communication/notification required under this clause from/to the Contractor to/from the Contracting Officer shall be through PRIME CONTRACTOR.
6. Insert “and PRIME CONTRACTOR” after “Contracting Officer” throughout the clause.
7. Insert “or PRIME CONTRACTOR PROCUREMENT REPRESENTATIVE” after “Contracting Officer” throughout the clause.
8. Insert “and PRIME CONTRACTOR” after “agency head” throughout the clause.
9. Insert “and PRIME CONTRACTOR’S RIGHTS” after “Government’s rights” throughout the clause.

MODIFICATIONS REQUIRED BY PRIME CONTRACT

Contractor agrees that upon the request of PRIME CONTRACTOR it will negotiate in good faith with PRIME CONTRACTOR relative to modifications to this Contract to incorporate additional provisions herein or to change provisions hereof, as PRIME CONTRACTOR may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract with the provisions of modifications to such Prime Contract. If any such modification to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the “Changes” clause of this Contract.

52.202-1	Definitions	Nov 2013
52.203-3	Gratuities (n.8 and 3 apply to paragraph (d))	Apr 1984
52.203-5	Covenant Against Contingent Fees (n.1 applies)	Apr 1984
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (n.1 applies)	May 2014
52.203-10	Price of Fee Adjustment for Illegal or Improper Activity (n.1 applies)	May 2014

52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep 2007
52.203-15	Whistleblower Protections under the American Recovery and Reinvestment Act (applicable to subcontracts funded with ARRA funds)	Jun 2010
52.204-10	Compensation and First Tier Subcontract Awards (applicable to all first tier subcontracts in excess of \$25,000)	Oct 2015
52.211-5	Material Requirements (n. 5 and 6 apply)	Aug 2000
52.211-15	Defense Priority and Allocation Requirements (Applicable to subcontracts that are rated orders certified for national defense, emergency preparedness, and energy program use)	Apr 2008
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Applies to commercial items only)	Apr 2015
52.217-9	Option to Extend the Term of the Contract	Mar 2000
52.222-1	Notice of Government Labor Disputes (n. 1 applies)	Feb 1997
52.222-3	Convict Labor	Jun 2003
52.222-18	Certification Regarding Knowledge of Child Labor for Listed Products (n.1 applies)	Feb 2001
52.222-19	Child Labor-Cooperation with Authorities and Remedies	Feb 2016
52.222-20	Contract for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	May 2014
52.222-21	Prohibition of Segregated Facilities (Applicable to subcontracts subject to the Equal Opportunity clause, 52.222-26)	Apr 2015
52.222-22	Previous Contracts and Compliance Reports (Applicable to subcontracts subject to the Equal Opportunity clause, 52.222-26)	Feb 1999
52.222-26	Equal Opportunity (n.3, 5 and 7 apply)	Sep 2016
52.222-41	Service Contract Labor Standards (Applicable to all subcontracts subject to the Service Contract Labor Standards, 41 U.S.C. 351, et seq.)	May 2014
52.222-50	Combating Trafficking in Persons	Mar 2015
52.222-51	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration or Repair of Certain Equipment—Requirements (Applicable to subcontracts at all tiers for exempt services under the Service Contract Act, 41 U.S.C. 351, et seq.)	May 2014
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Applicable to subcontracts at all tiers for exempt services under the Service Contract Act, 41 U.S.C. 351, et seq.)	May 2014
52.222-55	Minimum Wages Under Executive Order 13658 (Applicable when 52.222-41 applies to this subcontract)	Dec 2015
52.223-3	Hazardous Material Identification and Material Safety Data (n. 4, 5, 6 and 9 apply)	Jan 1997
52.223-4	Recovered Material Certification	May 2008

52.223-7	Notice of Radioactive Material (n.5 and 6 apply)(Applicable to subcontracts at all tiers involving radioactive material)	Jan 1997
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	Jun 2016
52.225-1	Buy American Act – Supplies (n.2 applies)	May 2014
52.223-18	Contractor Policy to Ban Text Messaging While Driving	Aug 2011
52.225-3	Buy American Act-Free Trade Agreements-Israeli Trade Act (Applicable if value of subcontract exceeds \$25,000)	May 2014
52.225-5	Trade Agreements (Applicable if subcontract work contains other than U.S. made or designated country end products as specified in this clause)	Feb 2016
52.225-8	Duty-Free Entry (n.3, 5 and 6 apply)(Applicable to subcontracts if (1) supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or (2) other foreign supplies in excess of \$10,000 may be imported in the customs territory of the United States)	Oct 2010
52.225-13	Restrictions on Certain Foreign Purchases (Applicable to subcontracts at all tiers)	Jun 2008
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran – Certification (applicable to all solicitations and subcontracts)	Oct 2015
52.227-9	Refund of Royalties (n. 3, 5 and 6 apply)(Applicable to subcontracts at any tier in which the amount of royalties reported during negotiation of the subcontract exceeds \$250)	Apr 1984
52.227-11	Patent Rights—Ownership by the Contractor (Short Form) (Applicable to subcontracts at any tier for experimental, developmental, or research work (see paragraph (k) for detailed requirements))	May 2014
52.227-13	Patent Rights—Ownership by the Government (Applicable to subcontracts at any tier for experimental, developmental, or research work (see paragraph (i) for detailed requirements))	Dec 2007
52.227-14	Rights in Data—General (n.5 applies) (Applicable to subcontracts at any tier unless the government contracting officer authorizes otherwise. Does not apply if DFARS 252.227-7013 applies.)	May 2014
52.229-3	Federal, State, and Local Taxes (n.2 and 5 apply)	Feb 2013
52.229-4	Federal, State, and Local Taxes – State and Local Adjustments (n.2 and 5 apply)	Feb 2013
52.229-6	Taxes-Foreign Fixed-Price Contracts (n.2 applies)(Applicable to subcontracts at any tier)	Feb 2013
52.232-17	Interest (n.1 applies)	May 2014
52.233-3	Protest After Award (n.1 and 2 apply)	Aug 1996
52.234-1	Industrial Resources Developed Under Defense Production Act Title III (n.5 applies)(Applicable flow down to subcontracts at any tier)	Sep 2016
52.242-15	Stop-Work Order (n.2 applies)(Applicable to subcontracts at any	Aug 1989

52.243-1	Changes—Cost Fixed-Price (n.2 applies)(Applicable to subcontracts at any tiers)	Aug 1987
52.244-6	Subcontracts for Commercial Items (Applicable to subcontractors at any tier)	Sep 2016
52.245-9	Use and Charges (n.5 applies)	Apr 2012
52.246-2	Inspection of Supplies—Fixed-Price (n.2, 3 and 5 apply)	Aug 1996
52.246-4	Inspection of Services—Fixed-Price (n.3 and 5 apply)	Aug 1996
52.246-16	Responsibilities for Supplies (n.3 and 5 apply)(Applicable to subcontracts at any tier)	Apr 1984
52.247-63	Preference for U.S.-Flag Air Carriers	Jun 2003
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Applicable to subcontracts at all tiers)	Feb 2006
52.249-1	Termination for Convenience of the Government Fixed-Price, Short Form (n.1 and 2 apply)(Applicable to subcontracts at any tier)	Apr 1984

FOR SUBCONTRACTS THAT EXCEED \$10,000 THE FOLLOWING CLAUSES ALSO APPLY:

52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
------------------	---	-----------------

FOR SUBCONTRACTS THAT EXCEED \$15,000 THE FOLLOWING CLAUSES ALSO APPLY:

52.222-36	Affirmative Action for Workers with Disabilities (Applicable unless exempted by July 2014 rules, regulations or orders of the Secretary of Labor)	July 2014
------------------	--	------------------

FOR SUBCONTRACTS THAT EXCEED \$35,000 THE FOLLOWING CLAUSES ALSO APPLY:

52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Does not	Oct 2015
-----------------	---	-----------------

FOR SUBCONTRACTS THAT EXCEED \$150,000 THE FOLLOWING CLAUSES ALSO APPLY:

52.203-6	Restrictions on Subcontractor Sales to Government (Applicable clause required in subcontracts at all tiers)	Sep 2006
52.203-7	Anti-Kickback Procedures (Applicable to subcontracts at all tiers, excluding paragraph (c)(1))	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to subcontracts at any tiers)	Oct 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	Apr 2014
52.215-2	Audit and Records—Negotiation (Applicable to subcontracts at Any tier)	Oct 2010

52.215-14	Integrity of Unit Prices (n.2 applies)(Applicable excluding paragraph (b), except for subcontracts for construction or engineer services under FAR 36, utility services under FAR 41; services where supplies are not required, and petroleum products)	Oct 2010
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other than Cost or Pricing Data (n.2 applies in paragraph (a)(1))	Oct 2010
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other than Cost or Pricing Data – Modifications (n.2 applies in paragraph (a)(1) and (b))	Oct 2010
52.215-23	Limitations on Pass through Charges (n. 4 and 6 apply)	Oct 2009
52.219-8	Utilization of Small Business Concerns (Applicable to subcontracts at any tier)	May 2004
52.222-4	Contract Work Hours and Safety Standards –Overtime Compensation	May 2014
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (n.3 applies) (Applicable unless exempt by rules, regulations or orders of the Secretary of Labor)	Oct 2015
52.222-37	Employment Reports Veterans (Applicable unless exempt by rules, regulations or orders of the Secretary of Labor)	Feb 2016
52.222-54	Employment Eligibility Verification (Applicable to subcontracts at any tier)	Oct 2015
52.222-40	Notification of Employee Rights Under the National Labor Relations Act \	Dec 2010
52.227-1	Authorization and Consent (subcontractor liability to the U.S. government for the infringement of a U.S. patent shall be determined solely by the indemnity clause, if any, included in this Contract (see 52.227-3)) (Applicable to subcontracts at any tier)	Dec 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (n.5 applies)(Applicable to subcontracts at any tier)	Dec 2007
52.227-3	Patent Indemnity (n.1 and 2 apply)(Applicable to subcontracts at any tier)	Apr 1984
52.242-13	Bankruptcy (n.1 and 2 apply)	Jul 1995
52.248-1	Value Engineering (n.2, 3 and 5 apply)	Oct 2010
252.225-7008	Restriction on Acquisition of Specialty Metals	Mar 2013
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies	Dec 2008
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Oct 2014
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	Jun 2011

FOR SUBCONTRACTS THAT EXCEED \$700,000 THE FOLLOWING CLAUSES ALSO APPLY:

52.219-9	Small Business Subcontracting Plan (n.2 applies)(Applicable to subcontracts at any tier)	Oct 2010
-----------------	---	-----------------

52.219-16	Liquidated Damages – Subcontracting Plan (n.1 and 2 apply)	Jan 1999
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (Applies when FAR 52.219-9 applies)	Mar 2016
252.219-7004	Small Business Subcontracting Plan (Test Program)	Oct 2014
252.249-7002	Notification of Anticipated Contract Termination or Reduction (n.2 applies)	Oct 2015

FOR SUBCONTRACTS THAT EXCEED \$750,000 THE FOLLOWING CLAUSES ALSO APPLY:

52.215-10	Price Reduction for Defective Cost or Pricing Data (n.1 and 6 apply)	Aug 2011
52.215-11	Price Reduction for Defective Cost or Pricing Data Modifications (Applicable to subcontracts at all tiers)	Aug 2011
52.215-12	Subcontractor Cost or Pricing Data (clause is modified at paragraph (a) to state “...the Contractor <u>shall submit and</u> require the subcontractor to submit cost or pricing data...” and modified at paragraph (b) to state “The Contractor <u>shall certify and</u> require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under paragraph (a) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.”) (Applicable to subcontracts at all tiers)	Oct 2010
52.215-13	Subcontractor Cost or Pricing Data – Modifications (Applicable to all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for the submission of cost or pricing data on the date of price agreement or the date of award, whichever is later. Clause becomes operative only for <u>modifications</u> to this subcontract that exceed the threshold for submission of cost or pricing data at FAR 15-403-4)	Oct 2010
52.215-15	Pension Adjustments and Asset Reversions (n.1,5 and 6 apply) (Applicable to all subcontracts that are either (1) expected to exceed the threshold in FAR § 15.403-4 for the submission of cost or pricing data; or (2) expected to be subject to pre-award or post award cost determinations subject to FAR 31)	Oct 2010
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (n.1, 5 and 6 apply)(Applicable to all subcontracts that are either (1) expected to exceed the threshold in FAR 15.403-4(a)(1) for the submission of cost or pricing data; or (2) expected to be subject to pre-award or post award cost determinations subject to FAR 31)	Jul 2005
52.215-19	Notification of Ownership Changes (n.5 and 6 apply)(Applicable to subcontracts that are either (1) expected to exceed the threshold in FAR 15.403-4(a)(1) for the submission of cost or pricing data; or (2) expected to be subject to pre-award or post award cost determinations subject to FAR 31)	Oct 1997

- 52.230-2 Cost Accounting Standards** (note 1 applies except to paragraph (a)(1) and note 5 **Oct 2015** applies) (paragraph (b) is deleted) (Applicable to negotiated subcontracts at any tier not exempt from the Cost Accounting Standards as specified in 48 C.F.R. § 9903.201-1 and where the business unit is required to comply with all the Cost Accounting Standards (“CAS”) at 48 C.F.R. § 9904)
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices** (note 1 applies except **Oct 2015** to paragraph (a)(2) and note 5 applies) (paragraph (b) is deleted) (Applicable to negotiated subcontracts at any tier that are not exempt from the Cost Accounting Standards as specified in 48 C.F.R. § 9903.201-1 and where the business unit is required to comply with CAS 401, 402, 405 and 406)
- 52.230-6 Administration of Cost Accounting Standards** (n.5 and 6 apply) (Applicable to **Jun 2010** subcontracts at any tier which contain FAR 52.230-2 or 52.230-3)

FOR SUBCONTRACTS THAT EXCEED \$5,500,000 THE FOLLOWING CLAUSES ALSO APPLY:

- 52.203-13 Contractor Code of Business Ethics and Conduct** (note 2 applies) (Applicable to **Apr 2010** subcontracts at all tiers where value is in excess of \$5.5M and period of performance is greater than 120 days)
- 52.203-14 Display of Hotline Posters**

DEAR PROVISIONS WITH GENERAL APPLICABILITY:

- | | | |
|---------------------|---|------------------|
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | Sept 2011 |
| 252.203-7002 | Requirements to Inform Employees of Whistleblower Rights | Sep 2013 |
| 252.204-7000 | Disclosure of Information | Dec 1991 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting | Dec 2015 |
| 252,204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | May 2016 |
| 252.211-7000 | Acquisition Streamlining (applicable in subcontracts exceeding \$1.5 million) | Oct 2010 |
| 252.211-7003 | Item Unique Identification and Valuation (applies if this subcontract requires unique item identification) | Mar 2016 |
| 252.215-7000 | Pricing Adjustments (applies if FAR 52.215-12 or 52.215-13 applies to this subcontract) | Dec 2012 |
| 252.222-7006 | Restriction on the Use of Mandatory Arbitration Agreements | Dec 2010 |
| 252.223-7006 | Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials (applies in accordance with paragraph (c)) | Sep 2014 |
| 252.225-7001 | Buy American Act and Balance of Payments Program (applies if supplies contains other than domestic components) | Nov 2014 |

252.225-7002	Qualifying Countries Sources as Subcontractors	Aug 2016
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Applies if subcontractor supplying items on the U.S. Munitions List)	Sep 2006
252.225-7012	Preference for Certain Domestic Commodities	Aug 2016
252.225-7013	Duty-free Entry	May 2016
252.225-7021	Trade Agreements	
252.225-7033	Waiver of United Kingdom Levies (Applies if this subcontract is with a United Kingdom firm. Note 2 applies. Note 1 applies to the second sentence of paragraph (a).)	Sep 2016
252.225-7048	Export-Controlled Items	Jun 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns (Applies if this subcontract exceeds \$500,000)	Sep 2004
252.227-7013	Rights in Technical Data – Noncommercial Items	Feb 2014
252.231-7000	Supplemental Cost Principles	Dec 1991
252.244-7000	Subcontracts for Commercial Items	Jun 2013
252.246-7001	Warranty of Data	Dec 1991
252.246-7003	Notification of Potential Safety Issues	Jun 2013
252.247-7023	Transportation of Supplies by Sea	Apr 2014
252.247-7024	Notification of Transportation of Supplies by Sea	Mar 2000

END OF DOCUMENT