



## **PARKER HANNIFIN CORPORATION CONTRACT SPECIFIC TERMS & CONDITIONS OF PURCHASE ORDER**

If this Order shows on its face that it is placed in support of a U.S. Government funded prime contract or subcontract, or if the Buyer otherwise notifies the Seller that this Order is placed under a U.S. Government prime contract or subcontract, the following clauses of the Federal Acquisition Regulations (FAR), and the Department of Defense Federal Acquisition Regulation Supplement (DFARS) apply and are incorporated herein by reference with the same force and effect as if set forth below in full text. These clauses apply to all firm-fixed price (FP), cost reimbursable (CR), and time & material/labor hour (TM/LH) purchase orders, as appropriate.

Full text versions of these clauses can be made available upon Seller's request to the Buyer's authorized representative. Additionally, full text versions of these clauses are available from the U.S. Government in searchable form on the World Wide Web (WWW) portion of the Internet. The sites to be contacted are: (1) For the FAR-<http://www.acquisition.gov/comp/far/index.html>; and (2) For the DFARS- <http://www.acq.osd.mil/dpap/dars/dfars/index.htm>.

Except as noted below, the following changes to the FAR and DFARS clauses are made for incorporation of these clauses into this Order:

"Contractor" or "prime contractor" shall mean "Seller."

"Government" shall mean "Buyer."

"Contracting Officer" shall mean "Buyer's Purchasing Representative."

"Contract" or "Schedule" shall mean this "Order."

Seller agrees to flow-down, as required, all applicable FAR and DFARS clauses to its lower-tier suppliers. Seller further agrees that all notifications and other communications required by these clauses shall be made through the Buyer's Purchasing Representative, unless this Order specifically provides otherwise.



### FAR Clauses

FAR Reference	Title/Applicability
52.202-1	Definitions (Jul 2004)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to The Government (Sep 2006) For Orders exceeding the simplified acquisition threshold at FAR 2.101.
52.203-7	Anti-Kickback Procedures (Jul 1995)  This clause applies if this Order exceeds \$100,000, except that paragraph (c)(1) of FAR 52.203-7 is not included in this Order. Paragraph (c)(4) is revised by deleting "The Contracting Officer may" and inserting "To the extent the Contracting Officer has effected an offset at the prime contract level or has directed Buyer to withhold any sum from the Seller, Buyer may..."
52.203-8	Cancellation, Rescission, and Recovery of Funds for illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997) For Orders exceeding the simplified acquisition threshold at FAR 2.101.
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007) For Orders exceeding the simplified acquisition threshold at FAR 2.101.
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Sep 2007) For Orders exceeding the simplified acquisition threshold at FAR 2.101.

<p>52.203-13</p>	<p>Contractor Code of Business Ethics and Conduct (Dec 2008)</p> <p>For orders exceeding \$5,000,000 and a period of performance greater than 120 days. The seller agrees to grant Parker Hannifin (PH) the right to conduct a reasonable audit or investigation at the premises of the seller, with full access to appropriate books and records of the subcontractor, for the purpose of implementing the requirements of FAR provision 52.203-13.</p> <p>Notwithstanding the above threshold, for purchase orders or subcontracts (including all long term agreements) with a cumulative value of \$1 Million or more the seller shall distribute PH GPM Policy GB 01-04, entitled "U.S. Government Contract Compliance – Mandatory Disclosure of Violation of Law to the Government" and the PH "Policy on Contracting with the United States Government" to all personnel most directly involved in the performance of the purchase order or subcontract, including those having primary management or supervisory responsibilities. The seller shall insure that all such individuals have both read and understood the contents of these documents. Any questions shall be forwarded to the cognizant PH Buyer. The above documents are available electronically within the Supplier Section of the PH web site (<a href="http://www.parker.com">www.parker.com</a>) or from the assigned PH Buyer.</p>
<p>52.203-14</p>	<p>Display of Hotline Poster(s) ( Dec 2007)</p>



FAR Reference	Title/Applicability
52.204-2	<p>Security Requirements (Aug 1996)</p> <p>This clause (but excluding any references to the "Changes" clause) is included in all Orders that involve access to classified information. "Government" in paragraph (c) does not change to "Buyer".</p>
52.204-4	<p>Printing/Copying Double Sided on Recycled Paper (Aug 2000)</p> <p>For Orders exceeding the simplified acquisition threshold at FAR 2.101.</p>
52.204-9	<p>Personal Identity Verification of Contractor Personnel (Sep 2007)</p>
52.209-6	<p>Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006)</p> <p>For Orders with a value over \$30,000.</p>
52.211-5	<p>Material Requirements (Aug 2000)</p>
52.211-15	<p>Defense Priority and Allocation Requirement (Apr 2008)</p>
52.214-26	<p>Audit and Records -- Sealed Bidding (Mar 2009)</p> <p>This clause applies if the prime contract was awarded by sealed bidding. The clause is mandatory if the Order is expected to exceed the threshold in FAR 1 5.403-4(a)(1) for submission of cost or pricing data. In paragraph (b) of the clause, the term "Contracting Officer" does not change.</p>
52.214-27	<p>Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding (Oct 1997)</p> <p>This clause applies if the prime contract was awarded by sealed bidding. In paragraph (d), the term "Contracting Officer" does not change. As required by applicable law or regulation, Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in the form prescribed in FAR 15.406-2. In addition to any remedies provided by law, if Buyer is subjected to any liability as a result of Seller's failure to comply with this requirement, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (excluding Buyer's profit) resulting from such failure.</p>
52.214-28	<p>Subcontract Cost or Pricing Data - Modifications - Sealed Bidding (Oct 1997)</p> <p>This clause applies if the prime contract was awarded by sealed bidding. This clause applies if at the time the Order was entered into, it exceeded the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).</p>
52.215-2	<p>Audit and Records -- Negotiations (Mar 2009)</p> <p>This clause applies if this Order exceeds the simplified acquisition threshold in FAR Part 13 and this Order is one for which cost or pricing data is required. This clause, however, does not authorize the Buyer to examine or audit the Seller's cost records. Accordingly, "Contracting Officer" in paragraphs (b), (c) and (e) is not changed to "Buyer's Purchasing Representative."</p>



FAR Reference	Title/Applicability
52.215-10	<p>Price Reduction for Defective Cost or Pricing Data (Oct 1997)</p> <p>In paragraph (c) the term "Contracting Officer" does not change. As required by applicable law or regulation, Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in the form prescribed in FAR 15.406-2. In addition to any remedies provided by law, if Buyer is subjected to any liability as a result of Seller's failure to comply with this requirement, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (excluding Buyer's profit) resulting from such failure.</p>
52.215-11	<p>Price Reduction for Defective Cost or Pricing Data -- Modifications (Oct 1997)</p> <p>As required by applicable law or regulation, Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in the form prescribed in FAR 15.406-2. In addition to any remedies provided bylaw, if Buyer is subjected to any liability as a result of Seller's failure to comply with this requirement, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (excluding Buyer's profit) resulting from such failure.</p>
52.215-12	<p>Subcontractor Cost or Pricing Data (Oct 1997)</p> <p>This clause applies if the Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4), and cost or pricing data is required to be submitted in connection with the award of this Order.</p>
52.215-13	<p>Subcontractor Cost or Pricing Data - Modifications (Oct 1997)</p> <p>This clause applies if the Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, and cost or pricing data is required to be submitted in connection with the award of this Order.</p>
52.215-14	<p>Integrity of Unit Prices (Oct 1997)</p> <p>Paragraph (b) of FAR 52.215-14 is not included in this Order.</p>
52.215-15	<p>Pension Adjustments and Asset Reversions (Oct 2004)</p> <p>This clause applies if certified cost or pricing data is furnished by the Seller.</p>
52.215-18	<p>Reversion of Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)</p> <p>This clause applies to Orders where it is anticipated that cost or pricing data will be required or for which any preaward or postaward cost determination will be subject to Part 31 of the FAR.</p>
52.215-19	<p>Notification of Ownership Changes (Oct 1997)</p> <p>This clause applies to Orders where it is anticipated that cost or pricing data will be required or for which any preaward or postaward cost determination will be subject to Part 31 of the FAR.</p>

52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data—Modifications ( Oct 1997) ( Applicable to all Line Items)
-----------	--



FAR Reference	Title/Applicability
52.215-22	Limitation of Pass-Through Charges – Identification of Subcontract Effort (Oct 2009)  This clause applies if the Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, and cost or pricing data is required to be submitted in connection with the award of this Order.
52.215-23	Limitation of Pass-Through Charges (Oct 2009)  This clause applies if the Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, and cost or pricing data is required to be submitted in connection with the award of this Order.
52.216-7	Allowable Cost and Payment (Dec 2002)  This clause applies only to CR or TM/LH type Orders.
52.216-8	Fixed Fee (Mar 1997)  This clause applies only to CR or TM/LH type Orders to the extent the parties have agreed to a fixed fee in the Order.
52.216-24	Limitation of Government Liability (Apr 1984)  This clause applies only to undefinitized (letter subcontracts) Orders.
52.216-25 & Alt. I	Contract Definitization (Including Alternate I) (Oct 1997)  This clause applies only to undefinitized (letter subcontracts) Orders.
52.216-26	Payments of Allowable Costs Before Definitization (Dec 2002)  This clause applies to those actions where a CR definitive Order is contemplated.
52.219-8	Utilization of Small Business Concerns (Latest Revision)  For Orders exceeding the simplified acquisition threshold at FAR 2.101.
52.219-9	Small Business Subcontracting Plan (Latest Revision)  This clause applies to Orders that exceed \$550,000. This clause does not apply to small business concerns.
52.219-16	Liquidated Damages -- Subcontracting Plan (Jan 1999)  This clause applies only when FAR 52.219-9 applies.
52.219-25	Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008)
52.222-1	Notice to Government of Labor Disputes (Feb 1997)
52.222-2	Payment for Overtime Premiums (Jul 1990)  This clause applies only to CR type Orders.



FAR Reference	Title/Applicability
52.222-3	Convict Labor ( Jun 2003)
52.222-4	<p>Contract Work Hours and Safety Standards Act - Overtime Compensation (Jul 2005)</p> <p>For Orders exceeding the simplified acquisition threshold at FAR 2.101. In addition, Buyer may withhold or recover from Seller any sums the Contracting Officer withholds from Buyer because of a violation of a provision of this clause by the Seller or Seller's supplier.</p>
52.222-19	Child Labor—Cooperation with Authorities and Remedies ( Aug 2009)
52.222-20	<p>Walsh-Healey Public Contracts Act (Dec 1996)</p> <p>This clause applies if this Order exceeds \$10,000.</p>
52.222-21	<p>Prohibition of Segregated Facilities (Feb 1999)</p> <p>This clause applies if this Order exceeds \$10,000.</p>
52.222-26	<p>Equal Opportunity (Mar 2007)</p> <p>This clause applies if this Order exceeds \$10,000.</p>
52.222-35	<p>Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)</p> <p>This clause applies if the Order is for \$100,000 or more.</p>
52.222-36	<p>Affirmative Action for Workers with Disabilities (Jun 1998)</p> <p>This clause applies if the Order exceeds \$10,000. Paragraph (b)(2) is revised to delete "and provided by or through the Contracting Officer" and insert "and provided upon request by the Contracting Officer through the Buyer's Purchasing Representative."</p>
52.222-37	<p>Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)</p> <p>This clause applies if this Order exceeds \$100,000.</p>

52.222-50	Combating Trafficking in Persons (Feb 2009)
52.222-54	Employment Eligibility Verification (Jan 2009) Applies to Orders for Construction or Services exceeding \$3,000
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997)
52.223-11	Ozone Depleting Substances (May 2001)
52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)



FAR Reference	Title/Applicability
52.223-14	<p>Toxic Chemical Release Reporting (Aug 2003)</p> <p>This clause applies if this Order is for non-commercial items and exceeds \$100,000 (including any options). Delete paragraph (e) in its entirety.</p>
52.223-15	Energy Efficiency in Energy – Consuming Products ( Dec 2007)
52.225-1	Buy American Act - Supplies (Feb 2009)
52.225-3	Buy American Act -- Free Trade Agreements -- Israeli Trade Act (Jun 2009)
52.225-5	Trade Agreements (Aug 2009)
52.225-7	Waiver of Buy American Act for Civil Aircraft and Related Articles (Feb 2000)
52.225-8	<p>Duty-Free Entry (Feb 2000)</p> <p>This clause applies if supplies identified in the Order as supplies to be accorded duty free entry are to be imported or if other foreign supplies in excess of \$10,000 may be imported into a custom territory of the United States. In paragraph (c)(1), “20 days” is changed to “30 days.” In paragraph (c)(2) “10 days” is changed to “20 days.” The terms “Government” and “Contracting Officer” in paragraph (e) do not change.</p>
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)
52.227-1	<p>Authorization and Consent (Dec 2007)</p> <p>For Orders exceeding the simplified acquisition threshold at FAR 2.101.</p>
52.227-2	<p>Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)</p> <p>For Orders exceeding the simplified acquisition threshold at FAR 2.101.</p>
52.227-9	<p>Refund of Royalties (Apr 1984)</p> <p>This clause applies if the amount of royalties reported during negotiations of the Order Exceeds \$250.</p>
52.227-10	<p>Filing of Patent Applications -- Classified Subject Matter (Dec 2007)</p> <p>This clause applies if the Order covers or is likely to cover classified subject matter.</p>
52.227-14	<p>Rights in Data - General (Dec 2007)</p> <p>In paragraph (b) Allocation of Rights, the term “Government” does not change and the term “Contractor” changes to “Seller” rather than “Buyer.” The term “Contracting Officer” does not change in the first sentence of paragraph (c)(1) and in paragraph (e).</p>
52.229-3	<p>Federal, State, and Local Taxes (Apr 2003)</p> <p>In this clause, “Order date,” means the effective date of this Order or modification thereto.</p>



FAR Reference	Title/Applicability
52.230-2	<p>Cost Accounting Standards (Oct 2008)</p> <p>This clause applies if the Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, and cost or pricing data is required to be submitted in connection with the award of this order. This clause does not apply to this Order if Seller is exempt under 48 CFR 9903.201-1.</p>
52-230-3	<p>Disclosure and Consistency of Cost Accounting Practices (Oct 2008)</p> <p>This clause applies if the Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, and cost or pricing data is required to be submitted in connection with the award of this order. This clause does not apply to this Order if Seller is exempt under 48 CFR 9903.201-1.</p>
52.230-6	<p>Administration of Cost Accounting Standards (Mar 2008)</p> <p>This clause applies if the Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, and cost or pricing data is required to be submitted in connection with the award of this order. This clause does not apply to this Order if Seller is exempt under 48 CFR 9903.201-1.</p>
52.232-7	<p>Payments Under Time-and-Materials and Labor Hour Contracts ( Feb 2007)</p>
52.232-7 Alt I	<p>Payments Under Time-And-Materials and Labor Hour Contracts ( Feb 2007) – Alternate I</p>
52.232-16	<p>Progress Payments (Jul 2009)</p> <p>This clause applies only when progress payments based upon cost are delineated specifically in the Order.</p>
52.232-17	<p>Interest (Oct 2008)</p>
52.232-20	<p>Limitation of Costs (Apr 1984)</p> <p>This clause applies only to CR Orders.</p>
52.232-22	<p>Limitation of Funds (Apr 1984)</p> <p>This clause applies only to CR Orders.</p>
52.233-3	<p>Protest After Award (Aug 1996)</p> <p>Under paragraph (f) of this clause, the Buyer may withhold or recover from Seller any sums that the Contracting Officer withholds from Buyer because of a misstatement, misrepresentation or miscertification of the Seller, which results in bid protest being sustained.</p>
52.233-4	<p>Applicable Law for Breach of Contract Claim (Oct 2004)</p>

Form TCP-GS, REV 2/10

52.239-1	Privacy or Security Safeguards ( Aug 1996)
52.242-1	<p>Notice of Intent to Disallow Costs (Apr 1984)</p> <p>This clause applies only to CR or TM/LH type Orders, or any Order where reimbursement is to be based upon allowable/allocable costs in accordance with FAR Part 31.</p>
52.242-3	Penalties for Unallowable Costs (May 2001)
52.242-13	Bankruptcy (Jul 1995)
52.243-3	Changes—Time-And-Material or Labor-Hours ( Sep 2000)
52.243-6	Change Order Accounting ( Apr 1984)



FAR Reference	Title/Applicability
52.242-13	Bankruptcy (Jul 1995) For Orders exceeding the simplified acquisition threshold at FAR 2.101.
52.242-15	Stop Work Order (Aug 1989)
52.242-17	Government Delay of Work (Apr 1984)
52.243-1	Changes - Fixed-Price (Aug 1987) Refer to paragraph (c) of this clause and note that the period for assertion of the equitable adjustment is changed from "30 days" to "20 days".
52.243-2	Changes -- Cost Reimbursement (Aug 1987) This clause applies only to CR Orders.
52.243-3	Changes -- Time & Materials or Labor-Hours (Sep 2000) This clause applies only to TM/LH Orders.
52.244-2	Subcontracts (Jun 2007) This clause applies only to CR or letter (undefinitized) type Orders.
52.244-5	Competition in Subcontracting (Dec1996) For Orders exceeding the simplified acquisition threshold at FAR 2.101.
52.244-6	Subcontracts for Commercial Items (Dec 2009)
52.245-1	Government Property (Jun 2007)
52.246-2	Inspection of Supplies - Fixed Price (Aug 1996)
52.246-3	Inspection of Supplies - Cost Reimbursement (May 2001) This clause applies to CR Orders only.
52.246-6	Inspection - Time & Material and Labor-Hour (May 2001) This clause applies to TM/LH Orders only.
52.246-16	Responsibility For Supplies (Apr 1984)
52.247-1	Commercial Bill of Land Notations ( Feb 2006)
52.247-63	Preference for U.S. Flag Air Carriers (Jun 2003)



FAR Reference	Title/Applicability
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels (Feb 2006)
52.248-1	<p>Value Engineering (Feb 2000)</p> <p>This clause is required if this Order is valued at \$100,000 or more, and is discretionary (if identified by the Buyer within the Purchase Order schedule) if this Order is valued at less than \$100,000.</p>
52.249-1	<p>Termination for Convenience of the Government (Fixed-Price) (Short Form) (Apr 1984)</p> <p>This clause applies if this Order is under \$100,000.</p>
52.249-2	<p>Termination for Convenience of the Government (Fixed-Price) (May 2004)</p> <p>This clause is revised as follows: (1) Paragraph (c): Change 120 days to 30 days. (2) Paragraph (d): Plant clearance procedures are omitted. (3) Paragraph (e): The time for submission of the final termination settlement proposal is changed from "1 year" to "3 months" from the effective date of the termination. (4) Paragraph (k): The time for submission of a proposal for an equitable adjustment after a partial termination is changed from "90 days" to "30 days" from the effective date of the termination.</p>
52.249-6 & Alt IV	<p>Termination (Cost-Reimbursement) &amp; Alternate IV (May 2004)</p> <p>This clause and the alternate version, apply to CR and TM/LH Orders respectively.</p>
52.249-8	<p>Default (Fixed-Price Supply and Services) (Apr 1984)</p> <p>This clause is revised as follows: (1) Paragraph (a)- Change the cure period from "10 days" to "7 days."</p>
52.249-14	<p>Excusable Delays (Apr 1984)</p> <p>This clause applies only to CR and TM/LH type Orders.</p>
52.253-1	Computer Generated Forms ( Jan 1991)



### DFARS Clauses

DFARS Reference	Title/Applicability
252.203-7000	Requirements Relating to Compensation of Former DoD Officials ( Jan 2009)
252.203-7001	<p>Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Dec 2008)</p> <p>This clause applies to first tier subcontractors only if the Order exceeds the Simplified Acquisition Threshold. "Government" is not changed in this clause. Additionally, the following changes to this clause apply: (1) A new paragraph (f) has been added as follows "Seller shall not employ or allow to serve, as a director or consultant of Seller, any person in contravention of paragraph (b)." (2) Existing paragraph (f) is changed to (g), and the flowdown provision at 252.203-7001(g) has been deleted.</p>
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Jan 2009)
252.204-7000	Disclosure of Information (Dec 1991)
252.204-7005	Oral Attestation of Security Responsibilities ( Nov 2001)
252.204-7008	<p>Requirements for Contracts Involving Export-Controlled Items (Jul 2008)</p> <p>This clause applies to subcontracts that are expected to involve access to or generation of export-controlled items.</p>
252.211-7000	<p>Acquisition Streamlining (Dec 1991)</p> <p>This clause is applicable to all subcontracts in excess of \$1 million under systems acquisition Prime Contracts. Government is not changed in this clause.</p>
252.211-7003	<p>Item Identification and Evaluation (Aug 2008)</p> <p>This clause is applicable if subassemblies, components or parts embedded within subcontract deliverables are identified as requiring DoD unique item identification, as specified, within this Order, its exhibits or SDRL item number.</p>
252.215-7000	Pricing Adjustments ( Dec 1991)
252.215-7002	<p>Cost Estimating System Requirements (Dec 2006)</p> <p>This clause applies to Orders awarded on the basis of certified cost or pricing data.</p>
252.215-7004	<p>Excessive Pass –Through Charges (May 2008)</p> <p>This clause applies to Orders awarded on the basis of certified cost or pricing data.</p>

Form TCP-GS, REV 2/10

252.219-7003	<p>Small, Small Disadvantaged and Woman-Owned Small Business Subcontracting Plan (Apr 2007)</p> <p>This clause is applicable when FAR 52.219-9 applies.</p>
252.222-7999	<p>Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements ( Feb 2010)</p>
252.223-7001	<p>Hazard Warning Labels (Dec 1991)</p>
252.223-7004	<p>Drug -Free Work Force (Sep 1988)</p>
252.223-7006 & Alt. I	<p>Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993) &amp; Alt. I (Nov 1995)</p>



DFARS Reference	Title/Applicability
252.225-7001	Buy American Act and Balance of Payments Program (Jan 2009)  "Government" is not changed in this clause.
252.225-7004	Reporting of Intended Contract Performance Outside the United States and Canada (May 2007)  This clause applies to first tier subcontracts over \$550,000.
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States (May 2007)  This clause applies to first tier subcontracts over \$550,000. Paragraph (f) is deleted.
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Sep 2006)
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (July 2009)
252.225-7013	Duty-Free Entry-- (Dec 2009)  This clause applies to subcontracts involving supplies to be accorded duty-free entry under the prime contract. It applies to Department of Defense contracts in lieu of FAR 52.225-8. Paragraph (d) is modified to read, "The Buyer will obtain from the Government duty-free entry certificates and afford such assistance as appropriate to obtain the duty-free entry of supplies for which the shipping documents bear the notation specified in paragraph (e) of this clause." No change to "Contracting Officer," "Government," "contractor," or "prime contract: in paragraphs (b), (c), (e) or (h).
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools ( Jun 2005)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (Mar 2006)
252.225-7019	Restriction on Acquisition of Foreign Anchor and Mooring Chain ( Dec 2009)
252.225-7021	Trade Agreements (Jul 2009)
252.225-7025	Restriction on Acquisition of Forgings (Dec 2009)
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate ( Dec 2006)
252.225-7033	Waiver of United Kingdom Levies ( Apr 2003)

Form TCP-GS, REV 2/10

252.225-7036	Buy American Act - Free Trade Agreements - Balance of Payments Program (Jul 2009)
252.225-7038	Restriction on Acquisition of Air Circuit Breakers ( Jun 2005)
252.225-7041	Correspondence in English (Jun 1997)
252.226-7001	<p>Utilization of Indian Organizations, Indian-owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004)</p> <p>This clause applies if the Order exceeds \$500,000, and further subcontracting opportunities may exist.</p>



DFARS Reference	Title/Applicability
252.227-7013	<p>Rights in Technical Data -- Noncommercial Items (Nov 1995)</p> <p>This clause is applicable when technical data, but not software, will be delivered to the Government by the prime contractor from the subcontractor. "To the Contractor" has been deleted from (b)(1)(vi) and "contract or" and "thereunder" have been deleted from (b)(1)(ix). "Buyer or" is added before "Government" in (c) and (l). The second and third occurrences of "Contracting Officer" are changed to "Government" in (e)(4). "And the Government" is added after "parties" in (h)(1). In (h)(2) "sixty (60)" is changed to "forty (40)" days. No substitutions for "Government" have been made.</p>
252.227-7014	<p>Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995)</p> <p>This clause is applicable when software and software documentation will be delivered to the Government by the prime contractor from the subcontractor. "To the Contractor" has been deleted from (b)(1)(iii) and "contract or" and "thereunder" have been deleted from (b)(1)(vi). "Buyer or" is added before "Government" in (l). The second and third occurrences of "Contracting Officer" are changed to "Government" in (e)(4). "And the Government" is added after "parties" in (h)(1). In (h)(2) "sixty (60)" is changed to "forty (40)" days. No substitutions for "Government" have been made.</p>
252.227-7015	<p>Technical Data -- Commercial items (Nov 1995)</p> <p>This clause is applicable only when commercial item (as defined in the FAR) technical data is deliverable to the Government by the prime from the subcontractor. No substitutions for "Contracting Officer" or "Government" have been made.</p>
252.227-7016	<p>Rights in Bid or Proposal Information (Jun 1995)</p> <p>This clause applies when DFARS 252.227-7013 is used. No substitutions for "Government" or "Contracting Officer" are made.</p>
252.227-7017	<p>Identification and Assertion of Use, Release, or Disclosure of Restrictions (Jun 1995)</p> <p>This clause applies if either DFARS clauses 252.227-7013 or 252.227-7014 is used.</p>



DFARS Reference	Title/Applicability
252.227-7019	<p>Validation of Asserted Restrictions -- Computer Software (Jun 1995)</p> <p>The clause applies when DFARS 252.227-7014 is used. "Buyer's Purchasing Representative" is substituted for "Contracting Officer" in paragraph (b); otherwise no substitutions are made for "Contracting Officer" or "Government." In paragraph (f)(5) and (f)(6), the "prime contract" is substituted for "this contract."</p>
252.227-7025	<p>Limitation on the Use or Disclosure of Government-furnished Information Marked with Restrictive Legends (Jun 1995)</p> <p>This clause applies when either DFARS clauses 252.227-7013 or 252.227-7014 is used. No substitution is made for "Government".</p>
252.227-7027	Deferred Ordering of Technical Data or Computer Software ( Apr 1988)
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government ( Jun 1995)
252.227-7030	<p>Technical Data -- Withholding of Payment (Mar 2000)</p> <p>This clause is applicable when DFAR clause 252.227-7013 is used. "Buyer" is substituted for "Contracting Officer in paragraph (a). In paragraph (b), "or Buyer" is added after "Government."</p>
252.227-7037	<p>Validation of Restrictive Markings on Technical Data (Sep 1999)</p> <p>This clause applies when DFARS clauses 252.227-7013, 252.227-7014, or 252.227-7015 are used. In paragraph (b), "Contractor's" remains in the clause with a lower case "c." In paragraph (c) and (d)(1), "hereunder" is inserted after "subcontract." In paragraphs (f) and (g)(2)(i) change "this contract" to "the prime contract." No substitutions for "Government" or "Contracting Officer" are made.</p>
252.227-7038	Patent Rights—Ownership by the Contractor ( Large Business) (Dec 2007)
252.231-7000	Supplemental Cost Principles (Dec 1991)
252.235-7003	Frequency Authorization (Dec 1991)
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services ( Dec 1991)
252.243-7001	Pricing of Contract Modifications (Dec 1991)

252.243-7002	Requests for Equitable Adjustment (Mar 1998)
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Aug 2009)
252.246-7001	Warranty of Data (Dec 1991)
252.246-7001 Alt I	<p>Warranty of Data - Alternate I (Dec 1991)</p> <p>This clause applies when DFARS clause 252.227-7013 is used and technical data is deliverable to the Government. The additional liability provisions at paragraph (d)(3) are appropriate only if the Alternate I or II version of the DFARS clause is in the prime contract. Only Alternate I is reflected here because the subcontract flowdown provisions are identical to Alternate II. In paragraph (b) the parenthetical is deleted. In paragraph (d)(1), including (ii), and (d)(2) "Buyer" has been substituted for "Contracting Officer." Paragraphs (d)(3)(i) through (iii) have been modified and deleted to read, "The limit of the Seller's liability shall be ten percent of the total price." In paragraph (d)(3)(iv)B change second "Government" to "Government or Buyer."</p>



DFARS Reference	Title/Applicability
252.246-7003	Notification of Potential Safety Issues (Jan 2007)
252.247-7023	<p>Transportation of Supplies by Sea (May 2002)</p> <p>This clause is applicable to Orders in excess of the simplified acquisition threshold in Part 13 of the FAR. Paragraph (c), first sentence has been modified as to read "The Seller and its subcontractors may request that the Buyer obtain Government authorization for shipment....". In paragraph (d) "Contracting Officer" is changed to "Buyer" in the second sentence. "45" is changed to "60" days in paragraph (d) and "30" to "25" days in paragraph (e). In paragraph (e) "and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, D.C. 20590," is deleted. In paragraph (g) "for the purposes of the Prompt Payment clause of this contract" is deleted.</p>
252.247-7024	<p>Notification of Transportation of Supplies by Sea (Mar 2000)</p> <p>This clause applies to subcontracts when the prime's original response to the solicitation stated that no transportation by sea was contemplated.</p>
252.249-7002	<p>Notification of Anticipated Contract Termination or Reduction (Dec 2006)</p> <p>This clause applies to first tier subcontracts of \$550,000 or more and thereafter to lower tier subcontracts of \$100,000 or more. "Buyer" is substituted for "Contracting Officer" throughout. Paragraph (d)(1) is modified to read "Provide notice of the proposed termination or reduction to each subcontractor with a subcontract of \$100,000 or more under the program...."</p>