

Prime Contract Number: N00024-09-C-2104
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Contract Specific Supplemental Terms

1. NNPI - TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA RELATING TO THE NUCLEAR PROPULSION OF NAVAL SHIPS (Based on NAVSEA 5252.227-9101, NOV 1996, MODIFIED) (Note: Also includes controls for other than equipment or technical data defined as NNPI.)
 - a. The supplies specified to be delivered under this contract may relate to the nuclear propulsion of naval ships.
 - b. Equipment and technical data defined as Naval Nuclear Propulsion Information (NNPI) under NAVSEAINST 5511.32C shall not be disclosed to foreign nationals.
 - c. For other than equipment or technical defined as NNPI in paragraph (b) above, except with the prior written consent of the Buyer and the Contracting Officer (or his designated representative), the Seller shall not, at any time during or after the performance of this contract, transmit or authorize the transmittal of, any technical data or equipment as defined in paragraph (d) below,
 - i. Outside the United States; or
 - ii. Irrespective of location,
 1. To any foreign national, not working on this contract or any subcontract hereunder; or
 2. To any foreign organization (including foreign subsidiaries and affiliates of the Seller); or
 3. To any foreign government; or
 4. To any international organization.
 - d. As used in this requirement, the following terms shall have the following definitions:
 - i. "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Virgin Islands, Guam, and any areas subject to the complete sovereignty of the United States;
 - ii. "Equipment" means all supplies of the kind specified to be delivered under this contract, all component parts thereof, and all models of such supplies and component parts; but "equipment" does not include standard commercial supplies and component parts, and models thereof;
 - iii. "Technical Data" means all professional, scientific, or technical information and data produced or prepared for the performance of this contract, or on or for the operation, maintenance, evaluation, or testing of any contract item, whether or not the information and data were specified to be delivered under this contract including, without limitation, all writings, sound recordings, pictorial reproductions, and drawings or other graphical representations; but "technical data" does not include such information and data on standard commercial

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supplies and component parts to the extent that the information and data do not relate to the use, operation, maintenance, evaluation and testing of such supplies and component parts in or in connection with any item, or component parts thereof, specified to be delivered under this contract.

2. Flow Down Requirement:

- a. The Seller agrees to insert in all subcontracts under this contract provisions which shall conform substantially to the language of this requirement, including this paragraph (e).
- b. Notwithstanding any other provisions of this requirement, this requirement shall not apply:
 - i. Where the transmittal or authorization for the transmittal of equipment or technical data is to be made pursuant to a contract or agreement to which the United States is a party; and
 - ii. Where the transmittal is to be of equipment or technical data which the Buyer's Contracting Officer, or his designated representative, has declared in writing to be thereafter exempt from this requirement.

FAR/DFARS CLAUSES/PROVISIONS INCORPORATED BY REFERENCE
3.000 CLAUSES/PROVISIONS INCORPORATED BY REFERENCE.

The below listed Federal Acquisition Regulation (FAR) and the Department of Defense Federal Acquisition Regulation Supplement (DFARS) clauses are hereby incorporated by reference and made part of this Purchase Order with the same force and effect as though set forth in full text herein. Refer also to the Part I clause entitled "Definitions". Unless the text in these clauses clearly reserves rights in the Government only or as otherwise noted, the terms:

"Purchase Order" shall be substituted for "Contract";

"Purchaser" or "Buyer" for "Government" or "Contracting Officer" or equivalent phrases;

"Seller" for "Contractor"; and

"Seller's subcontractor" for "Subcontractor" when it can so reasonably be interpreted, and it is not obvious that the words refer to Buyer's prime contract, the Government or Contracting Officer, the Purchaser, or the Seller itself. Seller agrees to, where applicable, flow down the FAR and DFARS clauses as well as those clauses and provisions contained in this document to its lower-tier subcontractors and to also require further flow down, where applicable. The full text of a clause may be accessed electronically at these addresses (as of 10/22/07):

FAR: <http://acquisition.gov/comp/far/index.html>

DFARS: <http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

GENERAL (Applies to all solicitations and awards.)

FIXED PRICE (Applies to fixed price solicitations and awards in addition to PART III.0, GENERAL)

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PART III.2 COST REIMBURSEMENT, TIME-AND-MATERIALS, AND LABOR HOUR

(Applies to CR, T & M, and LH type solicitations and awards in addition to PART III.0, GENERAL)

| EB-VF2 - PART III: FAR/DFARS CLAUSES MODIFIED AND INCORPORATED BY REFERENCE | | | | |
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| PART III Clause No. | Applicable Threshold | FAR/DFARS Clause Reference No. | Clause Title in EB-VF2 (Rev 11/07) | Applicable Revision |
| | | | Indemnification of Buyer by Seller for noncompliance (Refer to the Part 1 clauses addressing Indemnification as well as language below.) | |
| | | | - EB Identification of further flow down requirements is informational only and is not to be construed as determinative. Seller remains responsible for determining and complying with all clause flow down requirements. | |
| | | | - The following FAR and DFARS clauses are incorporated herein by reference, with modifications when noted, with the same force and effect as if incorporated in full text. | |
| PART III.1 | GENERAL | (Applies to all solicitations and awards.) | | |
| 3.001 | > \$100K | 252.203-7001 | Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies (Applies less paragraph (g) if this order exceeds the S. A. T. [\$100,000], except those for commercial items or components.) (Refer also to the Part I clauses herein entitled "Fraud and Falsification"; "Reduction or Suspension of Contract Payments Upon Finding of Fraud or Falsification"; and "Subcontracting and Subcontracting Restrictions" as well as the Part III clause no. 252.209-7004 (Modified) below entitled ".") | Mar-99 |
| 3.002 | All | 252.204-7000 | Disclosure of Information | Dec-91 |
| 3.003 | All | 252.204-7003 | Control of Government Personnel Work Product | Apr-92 |
| 3.004 | All | 252.204-7005 | Oral Attestation of Security Responsibilities | Nov-01 |
| 3.005 | All solicitations unless contains no precious metals | 252.208-7000 | Intent to Furnish Precious Metals as Government-Furnished Material (Applies to all solicitations unless the item(s) being purchased contain(s) no precious metals. Seller shall identify the precious metals required to Buyer.) | Dec-91 |
| 3.006 | >\$100K (except commercial items) | 252.209-7000 | Acquisitions from Subcontractors Subject to On-site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (Applies if exceeds S.A.T. [\$100,000], except for commercial items.) | Nov-95 |
| 3.007 | > \$1 Million | 252.211-7000 | Acquisition Streamlining (Applies for solicitations and purchase orders > \$1million.) | Dec-91 |
| 3.008 | > \$650K | 252.215-7000 | Pricing Adjustments | Dec-91 |
| 3.009 | > \$500K | 252.219-7003 | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) | Apr-96 |
| 3.010 | All | 252.223-7001 | Hazard Warning Labels | Dec-91 |
| 3.011 | All | 252.225-7001 | Buy America Act and Balance of Payments Program | Apr-03 |
| 3.012 | All | 252.225-7002 | Qualifying Country Sources as Subcontractors | Apr-03 |
| 3.013 | >\$500K | 252.225-7004 | Reporting of Contract Performance Outside the United States (Applies less para. (d)(1) if order exceeds \$500K (except those for: commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence).) | Apr-03 |
| 3.014 | All | 252.225-7012 | Preference for Certain Domestic Commodities | Feb-03 |
| 3.015 | All | 252.225-7013 | Duty-Free Entry (When a shipment is eligible for duty-free entry, Seller is to request in writing duty-free entry eligibility via Buyer and to request that Buyer provide the information required by the clause to allow Seller to comply. Buyer will, upon approval to disclose, provide Seller with the information required. Special marking, labeling, and packaging apply. Further flow down may be required.) | Apr-03 |
| 3.016 | All | 252.225-7014 | Preference for Domestic Specialty Metals and Alt. I (Applies at every tier, including ALT I) unless the item being purchased contains no specialty metals.) | 4/03 & ALT I 4/03 |
| 3.017 | All | 252.225-7015 | Restriction on Acquisition of Hand or Measuring Tools | Apr-03 |
| 3.018 | All | 252.225-7016 | Restriction on Acquisition of Ball and Roller Bearings (Applies at every tier unless items acquired are: (1) Commercial items other than ball or roller bearings; or (2) Items that do not contain ball or roller bearings.) | Apr-03 |
| 3.019 | All | 252.225-7019 | Restriction on Acquisition of Anchor and Mooring Chain (Applies if this subcontract is for items containing welded shipboard anchor and mooring chain, four inches or less in diameter.) | Apr-03 |
| 3.020 | All | 252.225-7022 | Restriction on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber | Apr-03 |
| 3.021 | All | 252.225-7025 | Restriction of Acquisition of Forgings (Applies if this subcontract is for forging items or for other items that contain forging items.) | Apr-03 |
| 3.022 | All | 252.225-7031 | Secondary Arab Boycott of Israel (Also, refer to the Part I clause entitled "Representations and Certifications".) | Apr-03 |
| 3.023 | All | 252.225-7038 | Restriction on Acquisition of Air Circuit Breakers (Refer also to Part II "Special Agreement Regarding Switchboard Subcontracts) | Apr-03 |
| 3.024 | All | 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts (Applies if this subcontract (1) is for other than commercial items; and (2) is expected to exceed the S.A.T. [\$100,000].) | Sep-01 |
| 3.025 | All | 252.227-7013 | Rights in Technical Data - Noncommercial Items (Subject to the requirements of the clauses in this Purchase Order entitled "Specifically Negotiated License Rights in Noncommercial Computer Software, Noncommercial Computer Software Documentation, and Technical Data Pertaining to Noncommercial Items" and "Unlimited Rights in Technical Data - Nuclear Propulsion Plant Systems.") | Nov-95 |
| 3.026 | All | 252.227-7014 | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Subject to the requirements of the clauses in this Purchase Order entitled "Specifically Negotiated License Rights in Noncommercial Computer Software, Noncommercial Computer Software Documentation, and Technical Data Pertaining to Noncommercial Items" and "Unlimited Rights in Technical Data - Nuclear Propulsion Plant Systems.") | Jun-95 |
| 3.027 | All | 252.227-7016 | Rights in Bid or Proposal Information ("Purchaser to include its parent, subsidiaries, and affiliates" is substituted for "Government.") | Jun-95 |
| 3.028 | All | 252.227-7019 | Validation of Asserted Restrictions - Computer Software (Applies in this subcontract and in all contracts, purchase orders, and other similar instruments with subcontractors or suppliers at any tier, who will be furnishing computer software to the Government in the performance of this contract.) | Jun-95 |
| 3.029 | All | 252.227-7025 | Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends. | Jun-95 |
| 3.030 | All | 252.227-7027 | Deferred Ordering of Technical Data or Computer Software | Apr-88 |
| 3.031 | All | 252.227-7028 | Technical Data or Computer Software Previously Delivered to the Government | Jun-95 |
| 3.032 | All | 252.227-7030 | Technical Data - Withholding of Payment | Mar-00 |
| 3.033 | All | 252.227-7036 | Declaration of Technical Data Conformity | Jan-97 |

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| 3.034 | All | 252.227-7037 | Validation of Restrictive Markings on Technical Data (Applies in this subcontract and in all contracts, purchase orders, and other similar instruments with subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.) | Sep-99 |
| 3.035 | All | 252.227-7039 | Patents - Reporting of Subject Inventions (Applies only when FAR 52.227-11, Patent Rights--Retention by the Contractor (Short Form) applies.) | Apr-90 |
| 3.036 | All | 252.231-7000 | Supplemental Cost Principles | Dec-91 |
| 3.037 | All | 252.243-7001 | Pricing of Contract Modifications | Dec-91 |
| 3.038 | REAs > \$100K | 252.243-7002 | Requests for Equitable Adjustments (REA)(Modified to reflect the relationship of the parties.) | Mar-98 |
| 3.039 | All | 252.244-7000 | Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Refer also to FAR 52.244-6, Subcontracts for Commercial Items (APR 2003)) | Mar-00 |
| 3.040 | All | 252.245-7001 | Reports of Government Property | May-94 |
| 3.041 | All | 252.247-7023 | Transportation of Supplies by Sea (Paragraphs (f) and (g) do not apply to orders at or below the S.A.T. [\$100,000].) | May-02 |
| 3.042 | All | 252.247-7024 | Notification of Transportation of Supplies by Sea | Mar-00 |
| 3.043 | > = \$500K | 252.249-7002 | Notification of Anticipated Contract Termination or Reduction (Applies if this order is \$500,000 or greater. For lower-tier subcontracts, \$500,000 is changed to \$100,000 in para. (d)(1).) | Dec-96 |
| 3.044 | All | 52.203-3 | Gratuities | Apr-84 |
| 3.045 | All | 52.203-5 | Covenant Against Contingent Fees | Apr-84 |
| 3.046 | > \$100K | 52.203-6 | Restrictions on Subcontractor Sales to the Government (Applies if this order exceeds \$100,000. Note: Further flow down is required.) | Jul-95 |
| 3.047 | > \$100K | 52.203-7 | Anti-Kickback Procedures (Modified) (Applies, less paragraph (c)(1), if this order exceeds \$100,000, suitably modified to reflect the relationship of the Parties. Further flow down is required. Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense (including reasonable attorney's fees), including but not limited to, any amount withheld from the Buyer's prime contract resulting from a violation or alleged violation of this clause or any law or regulation by Seller or its subcontractors at any tier.) | Jul-95 |
| 3.048 | All | 52.203-8 | Cancellation, Rescission, and Recovery of Funds For Illegal or Improper Activity | Jan-97 |
| 3.049 | All | 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity (Modified) (This clause applies with the following additional changes of parties: Replace the word "Government" with "Government and/or EB" wherever it appears and replace "prime contractor's price or fee" in paragraph (c) with "Seller's price or fee.") | Jan-97 |
| 3.050 | > \$100K | 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (This clause applies if this order exceeds \$100,000. Seller certifies in accordance with this clause and agrees to make disclosures, when required. Seller also agrees to require all lower-tier subcontractor's receiving awards in excess of \$100,000 to certify and to disclose accordingly. (Refer also to the Part I Clause entitled "Representations and Certification".) | Sep-07 |
| 3.051 | > \$100K | 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions (This clause applies if this order exceeds \$100,000. Seller agrees (1) to submit a certification in the form of FAR 52.203-11, and (2) if required, to make all required disclosures accordingly. Seller and lower-tier subcontractor's disclosure forms shall be forwarded from tier to tier until received by EB for forwarding to the Contracting Officer. Seller agrees to require all lower-tier subcontractor's receiving awards in excess of \$100,000 to comply and to certify and to disclose accordingly.) | Jun-03 |
| 3.052 | All | 52.204-2 | Security Requirements (Modified) (Applies to this order and to all lower-tier subcontracts that involve access to classified information. All references to the "Changes" clause are excluded. "Government" in paragraph (c) does not change to "Buyer".) | Aug-96 |
| 3.053 | All | 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Modified) (Delete "in excess of \$25,000" in para. (a) and delete para (b). In paragraph (c), replace "Contracting Officer" with "Buyer". All exceptions to this clause as modified require prior EB and Government approval.) | Jul-95 |
| 3.054 | All | 52.211-5 | Material Requirements | Aug-00 |
| 3.055 | All | 52.211-15 | Defense Priority and Allocation Requirements (Unless otherwise specified, the DPAS priority rating applicable for each item is identified at the P.O. line item level.) | Sep-90 |
| 3.056 | > \$100K | 52.215-2 | Audit & Records - Negotiation (This clause applies if this order exceeds the S.A.T. (\$100,000) and: (1) is a cost reimbursement, incentive, time-and-material, labor hour, or price redeterminable type or combination of these; or (2) is an order for which cost or pricing data are required; or (3) is an order that requires the Seller to furnish reports as discussed in paragraph (e) of this clause FAR 52.215-2. In paragraphs (b), (c), and (e), change "Contracting Officer" to "Buyer and the Contracting Officer". Further flow down may be required.) | Jun-99 |
| 3.057 | > \$650K | 52.215-12 | Subcontractor Cost or Pricing Data (This clause applies if this order exceeds \$650,000 on the date of agreement on price or the date of award, whichever is later. When required by this clause, Seller agrees that it will submit, and shall require its subcontractors to submit, cost or pricing data in the form required by FAR Part 15 and to execute a "Certificate of Current Cost or Pricing Data" in the format required by FAR Part 15.406-2 (entitled "Certificate of Current Cost or Pricing Data"), unless an exception under FAR 15.403-1 applies. In addition to any remedies provided by law, Seller agrees that if Buyer is subjected to any liability as a result of Seller's or its subcontractor's failure to comply with that requirement or the requirements in the applicable clauses invoked herein entitled "Subcontractor Cost or Pricing Data" and "Subcontractor Cost or Pricing Data - Modifications", then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense (including reasonable attorney's fees but excluding Buyer's overhead and profit) resulting from such failure.) | Oct-97 |
| 3.058 | > \$650K | 52.215-13 | Subcontractor Cost or Pricing Data - Modifications (This clause applies if this order exceeds \$650,000 on the date of agreement on price or the date of award, whichever is later. When required by this clause, Seller agrees that it will submit, and shall require its subcontractors to submit, cost or pricing data in the form required by FAR Part 15 and to execute a "Certificate of Current Cost or Pricing Data" in the format required by FAR Part 15.406-2 (entitled "Certificate of Current Cost or Pricing Data"), unless an exception under FAR 15.403-1 applies. In addition to any remedies provided by law, Seller agrees that if Buyer is subjected to any liability as a result of Seller's or its subcontractor's failure to comply with that requirement or the requirements in the applicable clauses invoked herein entitled "Subcontractor Cost or Pricing Data" and "Subcontractor Cost or Pricing Data - Modifications", then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense (including reasonable attorney's fees but excluding Buyer's overhead and profit) resulting from such failure.) | Oct-97 |

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| 3.059 | > \$100K | 52.215-14 | Integrity Of Unit Prices (This clause applies, less paragraph (b), if this order exceeds the S.A.T. in FAR Part 2 [\$100,000]. However, it does not apply to subcontracts for (1) construction or architect-engineer services under FAR Part 36; (2) utility services under FAR Part 41; (3) services where supplies are not required; (4) acquisition of commercial items; and (5) petroleum products. Further flow down is required.) | Oct-97 |
| 3.060 | All | 52.215-15 | Pension Adjustments & Asset Reversions (This clause applies to solicitations and orders meeting the applicability requirements of FAR 15.408(g) (e.g., for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determinations will be subject to Part 31). Further flow down is required.) | Dec-98 |
| 3.061 | All | 52.215-16 | Facilities Capital Cost of Money (Applies if Seller proposed this cost in its offer and if the criteria for allowability in FAR 31.205-10(b) are met. If this clause applies, clause "FAR 52.215-17, Waiver of Facilities Capital Cost of Money", is deleted.) | Jun-03 |
| 3.062 | All | 52.215-17 | Waiver of Facilities Capital Cost of Money (Applies if Seller did not propose this cost in its offer. If this clause applies, "FAR 52.215-16, Facilities Capital Cost of Money" is deleted.) | Oct-97 |
| 3.063 | All | 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (This clause applies to solicitations and orders meeting the applicability requirements of FAR 15.408(j) (e.g., for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determinations will be subject to Part 31). Further flow down is required.) | Oct-97 |
| 3.064 | > \$650K | 52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (This clause applies if this order exceeds \$650,000 on the date of agreement on price or the date of award, whichever is later.) | Oct-97 |
| 3.065 | All | 52.219-8 | Utilization of Small Business Concerns (Applies to all solicitations and orders that offer further subcontracting opportunities.) | Oct-00 |
| 3.066 | > \$500K (with large businesses only) | 52.219-9 | Small Business Subcontracting Plan (Applies to all solicitations and orders with large businesses > \$500,000 (\$1,000,000 for construction of any public facility, except those to small business concerns). If applicable, (1) the Seller agrees that it will submit to the Buyer for approval, negotiate, and adopt (and will require all of its subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to submit, negotiate, and adopt) a subcontracting plan that complies with all of the requirements of this clause FAR 52.219-9. (2) The plan, when approved in writing by Buyer, is hereby invoked by reference in and forms a part of an order awarded to Seller. (3) Seller agrees to submit SF294 and SF 295 reports. (4) Seller understands that failure to submit and negotiate a subcontracting plan may make it ineligible for award of an order. (5) Failure by Seller or its subcontractor(s) to comply in good faith with FAR 52.219-8 and 52.219-9 invoked herein shall be a material breach of the order and subject to termination for cause.) | Jan-02 |
| 3.067 | > \$500K (with large businesses only when FAR 52.219-9 applies) | 52.219-16 | Liquidated Damages - Subcontracting Plan (Modified) (Incorporated by Reference, less paragraphs (d) and (e). Seller agrees that the Buyer may withhold or recover from Seller such sums as the Buyer's Contracting Officer withholds or recovers from Buyer pertaining to Seller's or its subcontractor's compliance or noncompliance with the requirements of FAR 52.219-8, FAR 52.219-9, or this clause.) | Jan-99 |
| 3.068 | All orders that may require or involve the employment of laborers or mechanics. | 52.222-4 | Contract Work Hours & Safety Standards Act - Overtime Compensation (Applies if this order may involve the employment of laborers or mechanics. Further flow down may be required. Seller is responsible for compliance by any subcontractor or lower tier subcontractor with the provisions in paragraphs (a) - (d) of the clause.) | Jul-05 |
| 3.069 | All | 52.222-19 | Child-Labor Cooperation with Authorities and Remedies | Sep-02 |
| 3.070 | > \$10K | 52.222-20 | Walsh-Healey Public Contracts Act (Applies if this order exceeds or may exceed \$10,000.) | Dec-96 |
| 3.071 | All | 52.222-21 | Prohibition of Segregated Facilities (Applies if this order is subject to the FAR Equal Opportunity clause invoked herein. Further flow down is required.) | Feb-99 |
| 3.072 | > = \$10 million | 52.222-24 | Preaward On-Site Equal Opportunity Compliance Evaluation (Modified) (The recipient of this subcontract is the first-tier subcontractor and is therefore subject to a preaward compliance evaluation if this first-tier subcontract is expected to equal or exceed \$10 million.) | Feb-99 |
| 3.073 | All | 52.222-26 | Equal Opportunity (The terms and conditions of subparagraphs (b)(1) through (b)(11) of this clause apply unless this order is exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended. Seller shall include the terms and conditions of subparagraphs (b)(1) through (b)(11) of this clause in every lower-tier subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.) | Apr-02 |
| 3.074 | All | 52.222-29 | Notification of Visa Denial | Jun-03 |
| 3.075 | > = \$25K | 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Applies if this order > = \$25,000 unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor. The Seller shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance. Further flow down is required.) | Dec-01 |
| 3.076 | > \$ 10K | 52.222-36 | Affirmative Action for Workers With Disabilities (Applies if this order exceeds \$10,000 unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor. The Seller shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance. Further flow down is required.) | Jun-98 |
| 3.077 | > = \$25K | 52.222-37 | Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Applies if this order equals or exceeds \$25,000 unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor. Further flow down is required.) | Dec-01 |
| 3.078 | Applies when FAR 52.222-37 applies | 52.222-38 | Compliance with Veterans' Employment Reporting Requirements | Dec-01 |
| 3.079 | All | 52.223-3 | Hazardous Material Identification And Material Safety Data (Supplier must provide a list of any hazardous material to be delivered under this purchase order.) | Jan-97 |
| 3.080 | All | 52.223-7 | Notice of Radioactive Materials (Applies to all orders for radioactive materials or for items containing radioactive material.) (Insert "75" in paragraph (a).) (Further flow down may be required.) | Jan-97 |
| 3.081 | All | 52.223-11 | Ozone-Depleting Substances (PART II clause entitled "Ozone-Depleting Substances" applies.) | May-01 |
| 3.082 | All | 52.223-12 | Refrigeration Equipment and Air Conditioners | May-95 |
| 3.083 | All | 52.225-13 | Restrictions on Certain Foreign Purchases (Further flow down is required.) | Feb-06 |
| 3.084 | All | 52.227-1 | Authorization and Consent (Further flow down required.) | Jul-95 |
| 3.085 | > \$100K | 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement (Applies if this order is expected to exceed the S.A.T. [\$100,000]. Further flow down is required.) | Aug-96 |

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| 3.086 | All | 52.227-10 | Filing of Patent Applications - Classified Subject Matter (except that paragraph (a) is changed from 30 to 45 days. Applies if this order covers or is likely to cover classified subject matter. Further flow down is required.) | Apr-84 |
| 3.087 | Small businesses only | 52.227-11 | Patent Rights - Retention By the Contractor (Short Form) Applies to orders for for experimental, developmental, or research work to be performed by a small business, except for work in connection with the nuclear propulsion plant, its associated components and systems which are under the cognizance of NAVSEA 08. For such orders FAR 52.227-13 applies and refer also to the Part II clause entitled "Invention Rights". | Jun-97 |
| 3.088 | Large businesses only | 52.227-12 | Patent Rights - Retention By the Contractor (Long Form) (1) Applies (except that paragraph (c), "Withholding of Payment" is deleted) if this order is for experimental, developmental, or research work to be performed by a large business. (2) FAR 52.227-11, Patent Rights - Retention by the Contractor (Short Form) , applies in lieu of FAR 52.227-12 if this order is for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. (3) FAR 52.227-13, " Patent Rights - Acquisition by the Government ", applies in lieu of FAR 52.227-11 or FAR 52.227-12 for work in connection with the nuclear propulsion plant, its associated components and systems which are under the cognizance of NAVSEA 08. Further flow down may be required. Refer also to clause DFARS 252.227-7039, "Patents - Reporting of Subject Inventions" and the Part II clause entitled "Invention Rights" pertaining to nuclear propulsion plant systems. | Jan-97 |
| 3.089 | All | 52.227-13 | Patent Rights - Acquisition by the Government (Applies in lieu of FAR 52.227-11 or FAR 52.227-12 for work in connection with the nuclear propulsion plant, its associated components and systems which are under the cognizance of NAVSEA 08. Further flow down may be required. Refer also to clause DFARS 252.227-7039, "Patents - Reporting of Subject Inventions" and the Part II clause entitled "Invention Rights" pertaining to nuclear propulsion plant systems. | Jan-97 |
| 3.090 | All | 52.228-5 | Insurance - Work on a Government Installation (Applies if this order requires work on a Government installation. Seller is to provide and maintain, and require their lower-tier subcontractors to provide and maintain, the insurance required elsewhere in this contract if their presence on a Government installation is involved. Also, refer to the clause herein entitled "Work on Buyer's Owned or Controlled Premises". Further flow down is required.) | Jan-97 |
| 3.091 | > \$650K (Large businesses only) (See Note 1) | 52.230-2 | Cost Accounting Standards (Applies (less paragraph (b)), unless exempted per 48 CFR 9903.201-1, to negotiated subcontracts over \$650,000 (see Note 1) with large businesses. This clause does not apply if FAR 52.230-3; FAR 52.230-4; or FAR 52.230-5 applies. Refer to the Purchase Order Standard Clauses for the applicable CAS clause. Seller shall include the substance of this clause (less paragraph (b)) in all other negotiated subcontracts over \$650,000 (see Note 1) of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if it has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data unless the negotiated subcontract is exempt per 48 CFR 9903.201-1. Subcontract awards subject to CAS require the same type of CAS coverage as would prime contracts awarded to the same business unit (9903.201-2(d)). Negotiated subcontracts to Federally Funded Research and Development Centers (FFRDC) operated by an educational institution are subject to full or modified CAS coverage (9903.201-2(c)(4)). | Apr-98 |
| | Note 1: | This note applies to Cost Accounting Standards FAR clauses 52.230-2; 52.230-3; 52.230-5; and 52.230-6 invoked herein, when applicable. In accordance with the revised threshold for CAS applicability effective 6/14/07 stated in 48 CFR 9903.201-1 entitled CAS applicability, which exempts negotiated subcontracts not in excess of \$650,000 (vs. the prior \$500,000) from all CAS requirements, the threshold for CAS applicability in the above FAR CAS clauses is hereby revised from \$500,000 to \$650,000. | | |
| 3.092 | > \$650K (Large businesses eligible for and electing to claim Modified CAS coverage.) (See Note 1) | 52.230-3 | Disclosure and Consistency of Cost Accounting Practices (Applies (less paragraph (b)), unless exempted per 48 CFR 9903.201-1, to negotiated subcontracts over \$650,000 (see Note 1), but less than \$50 million, with large businesses if it certifies on its CAS Appendix A-9 submittal that it is eligible for and elects to use "Modified CAS coverage" (see 48 CFR 9903.201-2). This clause doesn't apply if FAR 52.230-2; FAR 52.230-4; or FAR 52.230-5 applies. Refer to the Purchase Order Standard Clauses for the applicable CAS clause. Seller shall flow down this clause (less paragraph (b)) in all other negotiated subcontracts over \$650,000 of any tier unless the negotiated subcontract is exempt per 48 CFR 9903.201-1. Subcontract awards subject to CAS require the same type of CAS coverage as would prime contracts awarded to the same business unit (9903.201-2(d)). Negotiated subcontracts to Federally Funded Research and Development Centers (FFRDC) operated by an educational institution are subject to the full or modified CAS coverage (9903.201-2(c)(4)). | Apr-98 |
| 3.093 | > \$650K (Educational institutions only) (See Note 1) | 52.230-5 | Cost Accounting Standards—Educational Institution (Applies (less paragraph (b)), unless exempted per 48 CFR 9903.201-1, to negotiated subcontracts over \$650,000 (see Note 1) with an "educational institution". This clause doesn't apply if FAR 52.230-2; 52.230-3; or 52.230-4 applies. Refer to the Purchase Order Standard Clauses for the applicable CAS clause. Seller shall flow down this clause (less paragraph (b)) in all other negotiated subcontracts over \$650,000 (see Note 1) of any tier, including the obligation to comply with all applicable CAS in effect on the subcontractor's award date or if it has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data unless the negotiated subcontract is exempt per 48 CFR 9903.201-1. Subcontract awards subject to CAS require the same type of CAS coverage as would prime contracts awarded to the same business unit (9903.201-2(d)). | Apr-98 |
| | | | Negotiated subcontracts awarded to Federally Funded Research and Development Centers (FFRDC) operated by an educational institution are subject to full or modified CAS coverage (9903.201-2(c)(4)) and FAR 52.230-5 and may not be used by an FFRDC (see 48 CFR 9903.201-2(c)(5)). | |
| 3.094 | > \$650K when CAS applies (see Note 1) | 52.230-6 | Administration of Cost Accounting Standards (Applies if this is a negotiated contract over \$650,000 awarded to a large business, unless exempted from CAS. Refer to the Purchase Order Standard Clauses for the applicable CAS clause. For negotiated subcontracts subject to FAR 52.230-2 or FAR 52.230-5, Seller shall comply with all CAS in effect on the date of award or, if it has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.) | Nov-99 |
| 3.095 | All | 52.232-17 | Interest (Not applicable to state and local governments or to contracts without provision for profit or fee with a nonprofit organization. In paragraphs (a) and (b)(3), "Government" retains its original meaning and add "or Buyer" after it.) | Jun-96 |

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DPAS RATING: DOA3

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| 3.096 | All | 52.233-3 | Protest After Award (Aug 1996) & ALT I (Jun 1985) (Modified) - (This clause applies and Buyer may issue a stop work order under this clause to Seller irrespective of whether the protest is against award of the prime subcontract that this purchase order is a subcontract under or whether the protest is against award of this purchase order.) - (ALT I applies if this is or is intended to be a cost-reimbursement type Purchase order.) - (In addition to revising the language to reflect the relationship of the parties, (i) change para. (a) (2) to read, "Terminate the work covered by the Purchase Order as provided in the Default clause or a termination clause of this Purchase Order"; (ii) change para. (c) to read "terminated for convenience" in lieu of "terminated for the convenience of the Government" and (iii) delete paragraph (f).) | Aug-96 & ALT I Jun-85 |
| 3.097 | All | 52.234-1 | Industrial Resources Developed Under Defense Production Act Title III | Dec-94 |
| 3.098 | All CR, FPI, or Price Redeterminable | 52.242-1 | Notice of Intent to Disallow Costs (Applies when a cost-reimbursement contract, a fixed-price incentive contract, or a contract providing for price re-determination is contemplated.) | Apr-84 |
| 3.099 | > \$650K | 52.242-3 | Penalties for Unallowable Costs (Applies if the solicitation or Purchase Order exceeds \$650,000 (except fixed-price contracts without cost incentives or any firm-fixed-price contract for the purchase of commercial items.) | May-01 |
| 3.100 | All | 52.242-4 | Certification of Final Indirect Costs (Applies to all solicitations and contracts which provide for establishment of final indirect cost rates. E.g., (a) interim reimbursement of indirect costs; (2) establishment of final indirect cost rates; or (c) contract financing that includes interim payment of indirect costs [e.g., progress payments].) | Jan-97 |
| 3.101 | All | 52.244-5 | Competition In Subcontracting | Dec-96 |
| 3.102 | All | 52.244-6 | Subcontracts for Commercial Items (Refer also to DFARS 252.244-7000, Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Mar 2000)) | Apr-03 |
| 3.103 | All | 52.247-63 | Preference for U.S. - Flag Air Carriers | Jun-03 |
| 3.104 | >= \$100K | 52.248-1 | Value Engineering (Applies if this order is \$100,000 or greater.) (Deviation: add the following: "(n) this clause does not apply to any work under this contract in connection with the nuclear propulsion plant, its associated components and systems which are under the technical cognizance of NAVSEA 08.") | Feb-00 |
| PART III.2 FIXED PRICE (Applies to fixed price solicitations and awards in addition to PART III.1, GENERAL) | | | | |
| 3.201 | All FP | 52.242-17 | Government Delay of Work (Applies suitably modified to reflect the relationship of the Parties if the Government causes a delay at the prime contract level which impacts Seller's performance of this purchase order.) | Apr-84 |
| 3.202 | All FP (Also, refer to Part I.2 "Default (Fixed-Price Supply and Service)" clause.) | 52.249-2 (Mod) | Termination For Convenience of the Government or Buyer (Fixed Price) (Modified) (This clause is incorporated herein by reference modified as shown below such that Buyer shall have the right to terminate this Purchase Order for convenience of either the Government or the Buyer. Revised to apply to all fixed-price orders.) • Revise the title to read "Termination for Convenience of the Government or Buyer (Fixed Price)" in lieu of "Termination for Convenience of the Government"; and • Revise the language to reflect the relationship of the parties as described in Part III language "Clauses/Provisions Incorporated by Reference"; and • In paragraph (a), revise "... if the Contracting Officer determines that a termination is in the Government's interest" to "... if the Buyer determines that a termination is in the Buyer's or Government's interest"; and • In paragraph (b)(8), revise "Government" to "Buyer or the Government"; and • In paragraph (c), "120 days" is changed to "60 days" and paragraph (e) is changed from "one year" to "six months"; and • Delete paragraph (j) in its entirety; and • In paragraph (n), "Government" is changed to "Government and the Buyer". | Sep-96 |
| PART III.3 COST REIMBURSEMENT, TIME-AND-MATERIALS, AND LABOR HOUR | | | | |
| (Applies to CR, T & M, and LH type solicitations and awards in addition to PART III.0, GENERAL) | | | | |
| 3.301 | All CR | 52.216-7 | Allowable Cost and Payment (Applies if this solicitation and/or order is contemplated to be a cost-reimbursement subcontract (other than a facilities subcontract).) | Dec-02 |
| 3.302 | All CR | 52.216-8 | Fixed Fee (Modified) (This clause applies, less the final two sentences of paragraph (b), if this solicitation and/or order is contemplated to be a cost-plus-fixed-fee subcontract (other than a facilities subcontract or a construction subcontract).) | Mar-97 |
| 3.303 | All CR | 52.232-20 | Limitation of Costs (Except that "60 days" is changed to "75 days" in paragraph (b)(1).) (Applies if a fully funded cost-reimbursement contract is contemplated, except those for consolidated facilities, facilities acquisition, or facilities use, whether or not the contract provides for payment of a fee.) | Apr-84 |
| 3.304 | All CR | 52.232-22 | Limitation of Funds (Except that "60 days" is changed to "75 days" in paragraph (c)(1).) (Applies if an incrementally funded cost-reimbursement contract is contemplated.) | Apr-84 |
| 3.305 | All CR, T&M, or LH (See Part I also) | 52.245-5 | Government Property (Cost Reimbursement, Time & Material, or Labor Hour Contracts) Delete Section (j) and use Alt. IV for Time & Material or Labor Hour Contracts | Jan-86 |
| 3.306 | All CR (See Part I also) | 52.246-3 | Inspection of Supplies - Cost Reimbursement | May-01 |
| 3.307 | All CR (See Part I also) | 52.246-5 | Inspection of Services - Cost Reimbursement | Aug-96 |
| 3.308 | All T & M or LH | 52.246-6 | Inspection - Time and Material and Labor Hour | May-01 |
| 3.309 | All CR, T&M, or LH | 52.249-6 | Termination (Cost Reimbursement) (Modified) - (Except that paragraph (d) is changed from "120 days" to 60 "days" and paragraph (f) is changed from "one year" to "six months". Delete Section (j) and use Alt. IV for Time & Material or Labor Hour Contracts.) | 9/96 and (T&M and LH) ALT IV (9/96) (Modified) |
| 3.310 | All CR, T&M, or LH | 52.249-14 | Excusable Delays | Apr-84 |