

**1. FORMATION OF CONTRACT.** This proposed contract is Buyer's offer to purchase the goods and services (Goods) described in this offer. Acceptance is strictly limited to the terms and conditions in this offer. Unless specifically agreed to in writing by Buyer's Authorized Procurement Representative, Buyer objects to, and is not bound by, any term or condition that differs from or adds to this offer. Seller's commencement of performance or acceptance of this offer in any manner shall conclusively evidence acceptance of this offer as written.

## **2. SCHEDULE**

- a. Seller shall strictly adhere to the shipment or delivery schedules specified in this contract. In the event of any anticipated or actual delay, including but not limited to delays attributed to labor disputes, Seller shall: (i) promptly notify Buyer in writing of the reasons for the delay and the actions being taken to overcome or minimize the delay; (ii) provide Buyer with a written recovery schedule; and (iii) if requested by Buyer, ship via air or other expedited routing to avoid or minimize delay to the maximum extent possible, unless Seller is excused from prompt performance as provided in the "Force Majeure" article of this contract. The added premium transportation costs are to be borne by Seller.
- b. Seller shall not deliver Goods prior to the scheduled delivery dates unless authorized by Buyer.
- c. Buyer shall, at no additional cost, retain goods furnished in excess of the specified quantity or in excess of any allowable overage unless, within 45 days of shipment, Seller requests return of such excess. In the event of such request, Seller shall reimburse Buyer for reasonable costs associated with storage and return of the excess. If Goods are manufactured with reference to Buyer's proprietary information or materials, Seller agrees that, pursuant to the "Confidential, Proprietary and Trade Secrets Information and Materials" article of this contract, it will not sell or offer such Goods for sale to anyone other than Buyer without Buyer's prior written consent.

## **3. PACKING AND SHIPPING**

- a. Unless this contract specifies otherwise, the price includes shipping charges for goods sold F.O.B. destination.
- b. Seller shall prepare and package the goods to prevent damage or deterioration and shall use best commercial practice for packing and packaging of items to be delivered under this contract, unless otherwise specified herein.
- c. Seller shall comply with carrier tariffs. Unless otherwise directed, all items shipped in one day from and to a single location must be consolidated on one bill of lading or airbill, as appropriate. No charges will be allowed for packing, crating, freight, local cartage, and/or any other services unless so specified in this contract or any authorized changes thereto.
- d. Freight shipments are to be routed via contract instructions or as authorized by Buyer. Seller will request prior routing instructions for delicate equipment, emergency shipments, or shipments exceeding 10,000 pounds gross weight.
- e. Seller shall at all times comply with: (i) all applicable DOT, FAA, or other transportation regulations; and (ii) Buyer's written shipping instructions. Seller shall submit two (2) copies of each packing sheet with the shipment.
- f. The contract number(s) must appear on all correspondence, invoice, shipping labels, and shipping documents, including all packing sheets, bills of lading, and airbills.
- g. If Seller is unable to comply with the shipping instructions in this contract, Seller will contact the Buyer's Authorized Procurement Representative for additional instructions.

**4. QUALITY CONTROL.** Seller shall establish and maintain a quality control system acceptable to Buyer for the Goods purchased under this contract. Seller shall permit Buyer to review procedures, practices, processes and related documents to determine such acceptability. Seller shall have a continuing obligation to promptly notify Buyer of any violation of or deviation from Seller's approved inspection/quality control system and to advise Buyer of the quantity and specific identity of any Goods delivered to Buyer during the period of any such violation or deviation.

**5. SELLER'S NOTICE OF DISCREPANCIES.** Seller shall notify Buyer in writing when discrepancies in Seller's process or Goods are discovered or suspected regarding Goods delivered or to be delivered under this contract.

## **6. INSPECTION**

- a. At no additional cost to Buyer, Goods shall be subject to inspection, surveillance and test at reasonable times and places, including Seller's subcontractors' locations. Buyer shall perform inspections, surveillance and tests so as not to unduly delay the work.
- b. Seller shall maintain an inspection system acceptable to Buyer for the Goods purchased under this contract.
- c. If Buyer performs an inspection or test on the premises of Seller or its subcontractors, Seller shall furnish, and require its subcontractors to furnish, without additional charge, reasonable facilities and assistance for the safe and convenient performance of these duties.

## **7. ACCEPTANCE AND REJECTION**

- a. Buyer shall accept the Goods or give Seller notice of rejection or revocation of acceptance ("rejection" herein), notwithstanding any payment, prior test or inspection, or passage of title. No inspection, test, delay or failure to inspect or test or failure to discover any defect or other nonconformance shall relieve Seller of any obligations under this contract or impair any rights or remedies of Buyer.

- b. If Seller delivers non-conforming Goods, Buyer may at its option and at Seller's expense (i) return the Goods for credit or refund; (ii) require Seller to promptly correct or replace the Goods; (iii) correct the Goods; or (iv) obtain replacement Goods from another source.
- c. Seller shall not redeliver corrected or rejected goods without disclosing the former rejection or requirement for correction. Seller shall disclose any corrective action taken. Repair, replacement and other correction and redelivery shall be completed within the original delivery schedule or such later time as Buyer's Authorized Procurement Representative may reasonably direct.
- d. All costs and expenses and loss of value incurred as a result of or in connection with nonconformance and repair, replacement or other correction may be recovered from Seller by equitable price reduction or credit against any amounts that may be owed to Seller under this contract or otherwise.

**8. WARRANTY.** Seller warrants that all Goods furnished under this contract shall conform to all specifications and requirements of this contract and shall be free from defects in materials and workmanship. To the extent Goods are not manufactured pursuant to detailed designs and specifications furnished by Buyer, the Goods shall be free from design and specification defects. This warranty shall survive inspection, test and acceptance of, and payment for, the Goods. This warranty shall run to Buyer and its successors, assigns and customers. Such warranty shall begin after Buyer's final acceptance. Buyer may, at its option, either (i) return for credit or refund, or (ii) require prompt correction or replacement of the defective or non-conforming Goods. Return to Seller of defective or non-conforming Goods and redelivery to Buyer of corrected or replaced Goods shall be at Seller's expense. Goods required to be corrected or replaced shall be subject to this article and the "Inspection" article of this contract in the same manner and to the same extent as Goods originally delivered under this contract, but only as to the corrected or replaced part or parts thereof. Even if the parties disagree about the existence of a breach of this warranty, Seller shall promptly comply with Buyer's direction to: (i) repair, rework or replace the Goods, or (ii) furnish any materials or parts and installation instructions required to successfully correct the defect or nonconformance. If the parties later determine that Seller did not breach this warranty, the parties shall equitably adjust the contract price.

**9. TAXES.** Unless this contract specifies otherwise, the price of this contract includes, and Seller is liable for and shall pay, all taxes, impositions, charges and exactions imposed on or measured by this contract except for applicable sales and use taxes that are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.

**10. INVOICES AND PAYMENT.** Unless otherwise authorized by Buyer's Authorized Procurement Representative, Seller shall issue a separate original invoice for each delivery that shall include Buyer's contract number and line item number. Seller shall forward its invoice to the address specified elsewhere in this contract. Unless freight or other charges are itemized, Buyer may take any offered discount on the full amount of the invoice. Payment due date, including discount periods, shall be computed from the later of the scheduled delivery date, the actual delivery date or the date of receipt of a correct invoice. Payment shall be deemed made on the date Buyer's check is mailed or payment is otherwise tendered. Seller shall promptly repay Buyer any amounts paid in excess of amounts due Seller.

#### **11. CHANGES**

- a. Buyer's Authorized Procurement Representative may, without notice to sureties and in writing, direct changes within the general scope of this contract in any of the following: (i) technical requirements and descriptions, specifications, statement of work, drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of Buyer-furnished property; and, if this contract includes services, (vi) description of services to be performed; (vii) time of performance (e.g., hours of the day, days of the week); (viii) place of performance, and (ix) terms and conditions of this contract required to meet Buyer's obligations under Government prime contracts or subcontracts. Seller shall comply immediately with such direction.
- b. If such change increases or decreases the cost or time required to perform this contract, Buyer and Seller shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the increase or decrease. Buyer shall modify this contract in writing accordingly. Unless otherwise agreed in writing, Seller must assert any claim for adjustment to Buyer's Authorized Procurement Representative in writing within 25 days and deliver a fully supported proposal to Buyer's Authorized Procurement Representative within 60 days after Seller's receipt of such direction. Buyer may, at its sole discretion, consider any claim regardless of when asserted. If Seller's proposal includes the cost of property made obsolete or excess by the change, Buyer may direct the disposition of the property. Buyer may examine Seller's pertinent books and records to verify the amount of Seller's claim. Failure of the parties to agree upon any adjustment shall not excuse Seller from performing in accordance with Buyer's direction.
- c. If Seller considers that Buyer's conduct constitutes a change, Seller shall notify Buyer's Authorized Procurement Representative immediately in writing as to the nature of such conduct and its effect upon Seller's performance. Pending direction from Buyer's Authorized Procurement Representative, Seller shall take no action to implement any such change.
- d. During performance of this order, Seller shall not make any changes in the design of items to be furnished under this PO without advance written notification to and written approval of Buyer. This requirement applies whether or not there is a cost impact associated with the change and regardless of the type of change involved, including product improvements.

**12. DISPUTES.** Any dispute that arises under or is related to this contract that cannot be settled by mutual agreement of the parties may be decided by a court of competent jurisdiction. Pending final resolution of any dispute, Seller shall proceed with performance of this contract according to Buyer's instructions so long as Buyer continues to pay amounts not in dispute.

**13. FORCE MAJEURE.** Seller shall not be liable for excess reprocurement costs pursuant to the "Cancellation for Default" article of this contract, incurred by Buyer because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of Seller. Examples of these causes are (a) acts of God or of the public enemy, (b) acts of the Government in either its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics, (f) quarantine restrictions, (g) strikes, (h) freight embargoes and (i) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of Seller. If the delay is caused by delay of a subcontractor of Seller and if such delay arises out of causes beyond the reasonable control of both, and if such delay is without the fault or negligence of either, Seller shall not be liable for excess costs unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedules. Seller shall notify Buyer in writing within 10 days after the beginning of any such cause.

**14. TERMINATION FOR CONVENIENCE.** Buyer may terminate all or part of this contract, effective as of the date specified by Buyer, in accordance with the provisions of Federal Acquisition Regulation ("FAR") 52.249-2 (Sep 96), "Termination for Convenience of the Government (Fixed Price)," which provisions, except for subparagraphs (d) and (j), are incorporated herein by reference. The terms "Government" and "Contracting Officer" shall mean "Buyer," "Contractor" shall mean "Seller," and the phrase "1 year" is deleted each place it occurs and "six months" is substituted in its place. The time for requesting an equitable adjustment under subparagraph (1) is reduced to 45 days. Settlements and payments under this article may be subject to approval by the Contracting Officer and the Settlement Review Board.

#### **15. CANCELLATION FOR DEFAULT**

- a. Buyer may, by written notice to Seller, cancel all or part of this contract if (i) Seller fails to deliver the Goods within the time specified by this contract or any written extension; (ii) Seller fails to perform any other provision of this contract or fails to make progress, so as to endanger performance of this contract, and, in either of these two circumstances, does not cure the failure within 10 days after receipt of notice from Buyer specifying the failure; or (iii) in the event of Seller's suspension of business, insolvency, appointment of a receiver for Seller's property or business, or any assignment, reorganization or arrangement by Seller for the benefit of its creditors.
- b. Seller shall continue work not canceled. If Buyer cancels all or part of this contract, Seller shall be liable for Buyer's excess re-procurement costs.
- c. Buyer may require Seller to transfer title and deliver to Buyer, as directed by Buyer, any (i) completed Goods, and (ii) any partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (collectively, "Manufacturing Materials") that Seller has specifically produced or acquired for the canceled portion of this contract. Upon direction from Buyer, Seller shall also protect and preserve property in its possession in which Buyer or its Customer has an interest.
- d. Buyer shall pay the contract price for Goods accepted. Payment for Manufacturing Materials accepted by Buyer and for the protection and preservation of property shall be at a price determined in accordance with the "Termination for Convenience" article of this contract, except that Seller shall not be entitled to profit. Buyer may withhold from any amount due under this contract any sum Buyer determines to be necessary to protect Buyer or Buyer's customer against loss because of outstanding liens or claims of former lien holders.
- e. If, after cancellation, it is determined that Seller was not in default, the rights and remedies of the parties shall be as if the contract had been terminated according to the "Termination for Convenience" article of this contract.

**16. ASSIGNMENT, DELEGATION AND SUBCONTRACTING.** Seller shall not assign any of its rights or interest in this contract or subcontract all or substantially all of its performance of this contract, without Buyer's prior written consent. Seller shall not delegate any of its duties or obligations under this contract. Seller may assign its right to monies due or to become due. No assignment, delegation or subcontracting by Seller, with or without Buyer's consent, shall relieve Seller of any of its obligations under this contract or prejudice any of Buyer's rights against Seller whether arising before or after the date of any assignment. This article does not limit Seller's ability to purchase standard commercial supplies or raw materials.

**17. PUBLICITY.** Without Buyer's prior written approval, Seller shall not, and shall require that its subcontractors at any tier shall not, release any publicity, advertisement, news release or denial or confirmation of same regarding this contract or the Goods or program to which it pertains. Seller shall be liable to Buyer for any breach of such obligation by any subcontractor.

**18. BUYER'S PROPERTY.** Seller shall clearly mark, maintain an inventory of, and keep segregated or identifiable all of Buyer's property and all property to which Buyer acquires an interest by virtue of this contract. Seller assumes all risk of loss, destruction or damage of such property while in Seller's possession, custody or control, including any transfer to Seller's subcontractors. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss. Seller shall not use such property other than in performance of this contract without Buyer's prior written consent. Seller shall notify Buyer's Authorized Procurement Representative if Buyer's property is lost, damaged or destroyed. As directed by Buyer, upon completion, termination or cancellation of this contract, Seller shall deliver such property, to the extent not incorporated in delivered Goods, to Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses. Nothing in this article limits Seller's use, in its direct contracts with the Government, of property in which the Government has an interest.

**19. PATENT, TRADEMARK AND COPYRIGHT INDEMNITY.** Seller will indemnify, defend and hold harmless Buyer and its customer from all claims, suits, actions, awards (including, but not limited to, awards based on intentional infringement of patents known at the time of such infringement, exceeding actual damages and/or including attorneys' fees and/or costs), liabilities, damages, costs and attorneys' fees related to the actual or alleged infringement of any United States or foreign intellectual property right (including, but not limited to, any right in a patent, copyright, industrial design or semiconductor mask work, or based on misappropriation or wrongful use of information or documents) and arising out of the manufacture, sale or use of Goods by either Buyer or its customer. Buyer and/or its customer will duly notify Seller of any such claim, suit or action; and Seller will, at its own expense, fully defend such claim, suit or action on behalf of indemnities. Seller will have no obligation under this article with regard to any infringement arising from (a) Seller's compliance with formal specifications issued by Buyer where infringement could not be avoided in complying with such specifications or (b) use or sale of Goods in combination with other items when such infringement would not have occurred from the use or sale of those Goods solely for the purpose for which they were designed or sold by Seller. For purposes of this article only, the term Buyer will include Praxis, Inc. and all Praxis subsidiaries and all officers, agents and employees of Praxis or any Praxis subsidiary.

**20. INDEMNIFICATION AND INSURANCE.** Seller will indemnify, defend and hold harmless Buyer and its customer from and against all liability, demands, claims, losses, costs, damages, and expenses by reason or on account of property damage, death, and personal injury arising out of, as a result of, or in connection with the performance of this PO. Seller will maintain and carry liability insurance which includes but is not limited to employer's liability, workmen's compensation, general liability, public liability, property damage liability, product liability, completed operations liability, and contractual liability in amounts set forth or incorporated in this PO, with insurance carriers acceptable to the Buyer, and if no amounts are so set forth, then in amounts acceptable to and approved by the Buyer but in no event shall such amounts be less than minimum statutory requirements, if any. Seller will, if requested by Buyer, furnish certificates of insurance from its carrier on the foregoing coverages, which shall provide that such coverage shall not be changed without 30 days advance written notification to Buyer from the carrier.

**21. CONFIDENTIAL, PROPRIETARY AND TRADE SECRET INFORMATION AND MATERIALS.** Buyer and Seller shall each keep confidential and protect from unauthorized use and disclosure all (a) confidential, proprietary and/or trade secret information; (b) tangible items and software containing, conveying or embodying such information; and (c) tooling identified as being subject to this article and obtained, directly or indirectly, from the other in connection with this contract or other agreement referencing this contract (collectively referred to as "Proprietary Information and Materials"). Buyer and Seller shall each use Proprietary Information and Materials of the other only in the performance of and for the purpose of this contract and/or any other agreement referencing this contract. However, despite any other obligations or restrictions imposed by this article, Buyer shall have the right to use, disclose and reproduce Seller's Proprietary Information and Materials, and make derivative works thereof, for the purposes of testing, certification, use, sale or support of any Goods delivered under this contract or any other agreement referencing this contract. Any such use, disclosure, reproduction or derivative work by Buyer shall, whenever appropriate, include a restrictive legend suitable for the particular circumstances. The restrictions on disclosure or use of Proprietary Information and Materials by Seller shall apply to all materials derived by Seller or others from Buyer's Proprietary Information and Materials. Upon Buyer's request at any time, and in any event upon the completion, termination or cancellation of this contract, Seller shall return to Buyer all of Buyer's Proprietary Information and Materials and all materials derived therefrom, unless specifically directed otherwise in writing by Buyer. Seller shall not, without the prior written authorization of Buyer, sell or otherwise dispose of (as scrap or otherwise) any parts or other materials containing, conveying, embodying or made in accordance with or by reference to any Proprietary Information and Materials of Buyer. Prior to disposing of such parts or other materials as scrap, Seller shall render them unusable. Buyer shall have the right to audit Seller's compliance with this article. Seller may disclose Proprietary Information and Materials of Buyer to its subcontractors as required for the performance of this contract, provided that each such subcontractor first agrees in writing to the same obligations imposed upon Seller under this article relating to Proprietary Information and Material. Seller shall be liable to Buyer for any breach of such obligation by such subcontractor. The provisions of this article are effective in lieu of any restrictive legends or notices applied to Proprietary Information and Materials. The provisions of this article shall survive the performance, completion, termination or cancellation of this contract.

**22. RECORDS AND AUDIT.** Seller shall retain all records and documents pertaining to the Goods for a period of no less than three years after final payment. Such records and documents shall date back to the time this contract was issued and shall include without limitation, catalogs, price lists, invoices and inventory records for purposes of verification of prices or rates charged by Seller for Goods procured by Buyer. Buyer shall have the right to examine, reproduce and audit all such records related to pricing and performance to evaluate the accuracy, completeness and currency of cost and pricing data submitted with Seller's bid or offer to sell; and related to "Changes," "Termination for Convenience" or "Cancellation for Default" articles of this contract.

**23. RIGHTS OF BUYER'S CUSTOMERS AND REGULATORS TO PERFORM INSPECTION, SURVEILLANCE AND TESTING.** Buyer's rights to perform inspections, surveillance and tests and to review procedures, practices, processes and related documents related to quality assurance, quality control, flight safety and configuration control shall extend to the customers of Buyer that are departments, agencies or instrumentalities of the United States Government and to the United States Government Federal Aviation Administration and any successor agency or instrumentality of the United States Government. Buyer may also, at Buyer's option, by prior written notice from Buyer's Authorized Procurement Representative, extend such rights to other customers of Buyer and to agencies or instrumentalities of foreign governments equivalent in purpose to the Federal Aviation Administration. Seller shall cooperate with any such United States Government-directed or Buyer-directed

inspection, surveillance, test or review without additional charge to Buyer. Nothing in this contract shall be interpreted to limit United States Government access to Seller's facilities pursuant to law or regulation.

**24. GRATUITIES.** Seller warrants that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, any gratuities to Buyer's employees, agents or representatives for the purpose of securing this contract or securing favorable treatment under this contract.

**25. OFFSET CREDITS**

- a. To the exclusion of all others, Buyer or its assignees shall be entitled to all industrial benefits or offset credits which might result from this contract. Seller shall provide documentation or information that Buyer or its assignees may reasonably request to substantiate claims for industrial benefits or offset credits.
- b. Seller agrees to use reasonable efforts to identify the foreign content of goods that Seller either produces itself or procures from subcontractors for work directly related to this contract. Promptly after selection of a non-U.S. subcontractor for work under this contract, Seller shall notify Buyer of the name, address, subcontract point of contact (including telephone number) and dollar value of the subcontract.

**26. 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 black colleges and universities and minority institutions, Historically Underutilized Business Zone small business concerns and U.S. Veteran and Service-Disabled Veteran Owned small business concerns to participate in the subcontracts Seller awards to the fullest extent consistent with the efficient performance of this contract.

**27. RIGHTS AND REMEDIES.** Any failures, delays or forbearances of either party in insisting upon or enforcing any provisions of this contract, or in exercising any rights or remedies under this contract, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect. Except as otherwise limited in this contract, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity. If any provision of this contract is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.

**28. COMPLIANCE WITH LAWS.** Seller shall comply with all applicable statutes and government rules, regulations and orders, including those pertaining to United States Export Controls.

**29. GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the state of Virginia. No consideration shall be given to Virginia's conflict of laws rules. This contract excludes the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

**30. GOVERNMENT CLAUSES.** Government clauses applicable to this contract are incorporated herein either by attachment to this document or by some other means of reference.

**31. SUSPENSION OF WORK**

- a. Buyer's Authorized Procurement Representative may, by written order, suspend all or part of the work to be performed under this contract for a period not to exceed 100 days. Within such period of any suspension of work, Buyer shall (i) cancel the suspension of work order; (ii) terminate this contract in accordance with the "Termination for Convenience" article of this contract; (iii) cancel this contract in accordance with the "Cancellation for Default" article of this contract; or (iv) extend the stop work period.
- b. Seller shall resume work whenever a suspension is canceled. Buyer and Seller shall negotiate an equitable adjustment in the price or schedule or both if (i) this contract is not canceled or terminated; (ii) the suspension results in a change in Seller's cost of performance or ability to meet the contract delivery schedule; and (iii) Seller submits a claim for adjustment within 20 days after the suspension is canceled.

**32. ACCESS TO PLANTS AND PROPERTIES.** Seller shall comply with all the rules and regulations established by Buyer for access to and activities in and around premises controlled by Buyer or Buyer's customer.

**33. ENTIRE AGREEMENT.** This contract contains the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Buyer and Seller related to the subject matter of this contract. No amendment or modification of this contract shall bind either party unless it is in writing and is signed by Buyer's Authorized Procurement Representative and an authorized representative of Seller.

**34. ADDITIONAL GOVERNMENT PROVISIONS.** If the face of the Purchase Order (PO) indicates that it is placed under a Government prime or higher tier subcontract or PO, or if the face of the PO does not indicate that it is placed under a commercial contract, the following provisions are applicable to this order. As used herein, "FAR" shall mean the Federal Acquisition Regulations, "DFARS" shall mean the Department of Defense Supplement to the Federal Acquisition Regulations, "NASA" shall mean the National Aeronautics and Space Administration, and "NFS" shall mean the NASA FAR Supplement.

Government contract clauses incorporated by reference are those in effect on the date of the latest Government prime contract under which this order is a subcontract; however, if the Buyer does not enter into a contract with its customer until after the date of this order, such clauses incorporated by reference are those in effect on the date of this order and the Seller agrees to comply with any revised versions of the Government contract clauses cited that are set forth in the Buyer's contract with its customer.

The Government clauses are the FAR and DFARS clauses cited unless the Government contract number on the face of the PO bears the prefix "NAS" or otherwise indicates that this order is placed under a NASA prime or higher tier subcontract, in which event the FAR and NFS clauses indicated are applicable. In all such clauses, unless otherwise specified, "this contract" shall mean this order, "Contractor" shall mean the Seller, "Contracting Officer" shall mean the Buyer, "Government" shall include the Buyer to the extent necessary to enable the Buyer to administer this order and to perform its obligations under its Government prime contract or higher tier subcontract, and "subcontract(s)" and "subcontractor(s)" shall mean the Seller's lower tier subcontract(s) and subcontractor(s), respectively.

A. GOVERNMENT CONTRACT CLAUSES:

1. The following FAR Provisions are hereby incorporated herein by reference as provided herein unless otherwise stated on the face of this PO:

52.202-1	Definitions (Dec 2001)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-10	Price of Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation of Payments to Influence Certain Federal Transactions (June 2003)
52.204-2	Security Requirements (Aug 1996)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
52.211-15	Defense Priority and Allocation Requirement (Sept 1990)
52.214-26	Audits and Records - Sealed Bidding (Oct 1997)
52.215-1	Instructions to Offerors-Competitive Acquisition (May 2001)
52.215-2	Audit and Records-Negotiation (June 1999)
52.215-8	Order of Precedence-Uniform Contract Format (Oct 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (Oct 1997)
52.215-12	Subcontractor Cost or Pricing Data (Oct 1997)
52.215-14	Integrity of Unit Prices (Oct 1997)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Oct 1997)
52.216-7	Allowable Cost and Payment (Dec 2002)
52.216-8	Fixed Fee (Mar 1997)
52.219-6	Notice of Total Small Business Set-Aside (June 2003)
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (Oct 2000)
52.219-9	Small Business Subcontracting Plan (Jan 2002) and Alternate I (Oct 2001)
52.219-14	Limitations on Subcontracting (Dec 1996)
52.219-16	Liquidated Damages-Subcontracting Plan (Jan 1999)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-2	Payment for Overtime Premiums (July 1990)
52.222-3	Convict Labor (June 2003)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (Sept 2000)
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)
52.222-26	Equal Opportunity (Apr 2002)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
52.222-36	Affirmative Action for Workers with Disabilities (June 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997)
52.223-6	Drug-Free Workplace (May 2001)
52.225-13	Restrictions on Certain Foreign Purchases (June 2003)

- 52.225-14 Inconsistency Between English Version and Translation of Contract (Feb 2000)
  - 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (June 2000)
  - 52.227-1 Authorization and Consent (July 1995)
  - 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
  - 52.227-3 Patent Indemnity (Apr 1984)
  - 52.227-10 Filing of Patent Applications - Classified Subject Matter (Apr 1984)
  - 52.227-11 Patents Rights - Retention by the Contractor (Short Form) (June 1997)
  - 52.228-7 Insurance - Liability to Third Persons (May 1996)
  - 52.229-4 Federal, State, and Local Taxes (State and Local Adjustments) (Apr 2003)
  - 52.230-3 Disclosure and Consistency of Cost Accounting Practices (Apr 1998)
  - 52.230-4 Consistency in Cost Accounting Practices (Aug 1992)
  - 52.230-6 Administration of Cost Accounting Standards (Nov 1999)
  - 52.232-9 Limitation on Withholding of Payments (Apr 1984)
  - 52.232-16 Progress Payments (Apr 2003)
  - 52.232-17 Interest (June 1996)
  - 52.232-18 Availability of Funds (Apr 1984)
  - 52.232-20 Limitation of Cost (Apr 1984)
  - 52.232-22 Limitation of Funds (Apr 1984)
  - 52.232-23 Assignment of Claims (Jan 1986)
  - 52.232-25 Prompt Payment (Feb 2002)
  - 52.233-1 Disputes Alternate I (Dec 1991)
  - 52.233-3 Protest after Award (Aug 1996) and Alternate I (June 1985)
  - 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
  - 52.242-1 Notice of Intent to Disallow Costs (Apr 1984)
  - 52.242-2 Production Progress Reports (Apr 1991)
  - 52.242-13 Bankruptcy (July 1995)
  - 52.242-15 Stop-Work Order (Aug 1989) and Alternate I (Apr 1984)
  - 52.243-2 Changes - Cost Reimbursement (Aug 1987) and Alternate V (Apr 1984)
  - 52.243-6 Change Order Accounting (Apr 1984)
  - 52.244-2 Subcontracts (Aug 1998) and Alternate I (Aug 1998)
  - 52.244-5 Competition on Subcontracting (Dec 1996)
  - 52.254-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (June 2003)
  - 52.246-9 Inspection of Research and Development (Short Form) (Apr 1984)
  - 52.246-23 Limitation of Liability (Feb 1997)
  - 52.246-24 Limitation of Liability - High Value Items (Feb 1997)
  - 52.247-34 F.O.B. Destination (Nov 1991)
  - 52.247-63 Preference for U.S. Flag Air Carriers (June 2003)
  - 52.249-6 Termination (Cost-Reimbursement) (Sept 1996)
  - 52.249-14 Excusable Delays (Apr 1984)
  - 52.253-1 Computer Generated Forms (Jan 1991)
2. The following DFARS Provisions are hereby incorporated herein by reference as provided herein unless otherwise stated on the face of this PO:
- 252.201-7000 Contracting Officer's Representative (Sept 1999)
  - 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Mar 1999)
  - 252.203-7002 Display of DoD Hotline Poster (Dec 1991)
  - 252.204-7003 Control of Government Personnel Work Product (Apr 1992)
  - 252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)
  - 252.215-7000 Pricing Adjustments (Dec 1991)

252.215-7002	Cost Estimating System Requirements (Oct 1998)
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)
252.223-7001	Hazard Warning Labels (Dec 1991)
252.225-7001	Buy American Act and Balance of Payments Program (Apr 2003)
252.227-7013	Rights in Technical Data--Noncommercial Items (Nov 1995)
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program (June 1995)
52.227-7020	Rights in Special Works (June 1995)
252.227-7030	Technical Data--Withholding of Payment (Mar 2000)
252.227-7034	Patents--Subcontracts (Apr 1984)
252.227-7036	Declaration of Technical Data Conformity (Jan 1997)
252.227-7037	Validation of Restrictive Markings on Technical Data (Sept 1999)
252.227-7039	Patents--Reporting of Subject Inventions (Apr 1990)
252.231-7000	Supplemental Cost Principles (Dec 1991)
252.243-7001	Pricing of Contract Modifications (Dec 1991)
252.246-7000	Material Inspection and Receiving Report (Mar 2003)

B. **SPECIAL LABOR PROVISIONS:** The following clauses are incorporated herein by reference to the extent they are included in the Buyer's prime or higher tier subcontract under which this order is placed:

1. SERVICE CONTRACT ACT OF 1965, FAR 52.222-41 (for orders exceeding \$2,500). As used therein, "Contractor" shall mean the Seller except in the term "Government Prime Contractor."
2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION - GENERAL, FAR 52.222-4 (for orders exceeding \$5,000). As used therein, "Contractor" shall mean the Seller except in the term "Government Prime Contractor." The Buyer reserves the right to withhold out of the monies payable to the Seller an amount equal to that withheld by the Contracting Officer under the Buyer's prime or higher tier subcontract pursuant to the "Withhold of Funds" clause for any liabilities, acts, or omissions of the Seller or its subcontractor(s).

C. **COST OR PRICING DATA:** If the Seller is required to furnish a Certificate of Current Cost or Pricing Data substantially in conformance with the form prescribed in FAR Subsection 15.406-2 in connection with the pricing of this order or any change thereto or modification thereof, the following FAR clauses are incorporated herein by reference: Price Reduction for Defective Cost or Pricing Data, FAR 52.215-10; Price Reduction for Defective Cost or Pricing Data-Modifications, FAR 52.215-11; Subcontractor Cost or Pricing Data, FAR 52.215-12; Subcontractor Cost or Pricing Data-Modifications, FAR 52.215-13.

The Seller agrees to furnish and require its higher tier subcontractors to furnish cost or pricing data as defined in the FAR and a Certificate of Current Cost or Pricing Data substantially in conformance with the form set forth in FAR Subsection 15.406-2 in connection with the pricing of any change to or modification of this order. The Seller agrees to indemnify and hold the Buyer harmless from and against any loss or damage the Buyer may incur which arises out of or results from any failure of the Seller or the Seller's actual or prospective subcontractors or vendors, at whatever level, to comply with any of the foregoing provisions.

D. **COST ACCOUNTING STANDARDS:** If this order exceeds \$500,000 and unless the Seller is otherwise exempt, the following provisions apply:

1. The Seller shall comply with the provisions of FAR clause 52.230-2 "Cost Accounting Standards," (excluding subparagraph (b) thereof), hereby incorporated herein by reference or, if the face of this order so indicates, FAR clause 52.230-36 "Disclosure and Consistency of Cost Accounted Practices," (excluding subparagraph (b) thereof), hereby incorporated herein by reference; provided, however, that, in lieu of submission of a Disclosure Statement to the Buyer as may be required by either of said clauses, the Seller may, as appropriate, submit a Certificate of Previously Submitted Disclosure Statement or a Certificate of Submittal of Disclosure Statement Containing Privileged Information as contained in the Buyer's form approved for that purpose.
2. The Seller shall comply with the provision of FAR clause 52.230-4 "Administration of Cost Accounting Standards," hereby incorporated herein by reference. As a subcontractor to the Buyer, the Seller shall furnish the information specified in subparagraphs (1) through (4) of paragraph (d) (2) thereof to the Government Contract Administration Office having cognizance of the Seller's facility within thirty (30) days of receipt of this order.
3. As used herein and in the clauses incorporated herein by reference, the Cost Accounting Standards applicable shall be those in effect on the date of this order or the date of final agreement on price as shown on the Seller's "Certificate of Current Cost or Pricing Data," if applicable.



4. If the Government Contracting Officer of the prime contract under which this order is issued determines that the Government incurred any increased costs under the prime contract because the Seller or a higher tier subcontractor failed to comply with an applicable Cost Accounting Standard, rule, or regulation of the Cost Accounting Standards Board or any other provision of this Cost Accounting Standards clause, and, as a result, the prime contract price or the price of this order is reduced pursuant to the Cost Accounting Standards clause in the prime contract, or, where the prime contract is on other than a firm fixed price basis, if the price of this order is disallowed in whole or in part, then the price of this order shall be appropriately reduced and this order shall be modified in writing as may be necessary to reflect such reduction.
  5. The Seller agrees to indemnify and save the Buyer harmless from and against any loss, damage, liability, or expenses caused by any failure of the Seller or the Seller's higher tier subcontractors or vendors to comply with any of the foregoing provisions.
- E. PRICING OF ADJUSTMENTS: When costs are a factor in any contract price adjustment pursuant to the Changes article or any other provisions of this purchase order, such costs shall be in accordance with Part 31 of the FAR as in effect on the date of this purchase order.
- F. PATENT CLAUSES: If this order contemplates or has as one of its purposes experimental developmental, research, design, or engineering work, the following clauses set forth in the indicated Subsections of the FAR and the NFS are, to the extent that such clauses are included in the Buyer's prime or higher tier subcontract under which this order is placed, incorporated herein by reference:
- |                 |  |
|-----------------|--|
| FAR 52.227-11   | Patent Rights-Retention by the Contractor (Short Form) |
| FAR 52.227-12   | Patent Rights-Retention By the Contractor (Long Form)  |
| FAR 52.227-13   | Patent Rights-Acquisition for the Government           |
| NFS 1852.227-11 | Patent Rights-Retention by the Contractor (Short Form) |
| NFS 1852.227-70 | New Technology   |
| NFS 1852.227-84 | Patent Rights Clauses                                  |