

FLOW DOWN TERMS FOR US MILITARY PROGRAMMES



COM-SOPS-014

Issue: **Revision 03**

Precision Control Systems

Value stream or function

Cambridge

Manhattan (Kansas)

Cheltenham

Owner: **Commercial**

BMS change number BMS83-23

Date 26 June 2023

ULTRA.

Amendment record sheet

Issue	Summary description of change	BMS change form	Date
01	Formal issue		March 2016
02	Updating branding, updating terms and conditions	BMS711-22	August 2022
03	Regulatory updates	BMS835-23	June 2023

Table of contents

1	Introduction	3
2	General FAR and DFARS	4
3	United States FAR and DFARS	16
4	Research and Development FAR and DFARS	17
5	Cost Incentive or Performance Based FAR and DFARS	18
6	United States Government Property FAR and DFARS	19
7	Value based FAR and DFARS	20



1 Introduction

- 1.1. The text of the FARs and DFARS in the tables below are incorporated by reference and have the same force and effect as if they were given in full text and are applicable, including any narrative text following the clause citation, to this purchase order contract and all products and items supplied to Ultra PCS. Unless otherwise indicated, the version of the clause applicable to this contract shall be the version most recently published by the United States government. Terms may be accessed using this link: <https://www.acquisition.gov/>.
- 1.2. The United States Contracts Disputes Act does not apply to this purchase order contract nor to any product or item supplied to Ultra PCS, and nothing in this document grants the Supplier a direct claim or cause of action against the U.S. Government. The Supplier shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and FAR clauses included in this schedule.
- 1.3. The Supplier agrees to accept such amendments to the current terms and additional provisions as the Purchaser may deem necessary and that the Supplier will accept such changes.
- 1.4. The Supplier acknowledges that Ultra PCS will rely upon certifications and representations made by the Supplier, including representations as to business size and socio-economic status in accordance with all clauses, including the FAR and DFAR clauses, in this document and/or made in any written offer, proposal or quote, or company profile submission, which was relied in awarding a contract to the Supplier. By accepting and/or performing this contract, the Supplier confirms its acceptance of, and publishes, the applicable self-certifications statements within the clauses in this document and by accepting and/or performing a purchase order the Supplier republishes those certifications and representations. The Supplier shall immediately notify Ultra PCS of any change of status regarding any certification or representation.
- 1.5. In addition to the FAR and DFARS listed below Ultra PCS terms and conditions of purchase, as updated from time to time, shall apply to any purchase order(s) placed irrespective of words to the contrary within order acknowledgement(s) or otherwise
- 1.6. The following definitions shall apply:
 - Commercial Item or COTS** means a commercial item as defined in FAR 2.101.
 - Contract(s)** means the purchase order that Ultra PCS places on/with the Supplier or any arrangement to buy, sell and/or supply.
 - DFAR** means the United States Defence Acquisition Regulations Supplements.
 - FAR** means the United States Federal Acquisition Regulations.
 - Government** means the United States Government.
 - Prime Contract** means the contract between the Ultra PCS's customer and the U.S. Government.
 - Supplier** means the supplier of goods or services to Ultra PCS
 - Ultra PCS** means Ultra Electronics Limited, trading as Ultra Precision Control Systems
- 1.7. The following notes in this paragraph apply to the clauses incorporated by reference below when specified in the 'Narrative' column of the tables below (the "Notes"):
 - 1.7.1. **Note 1** - Substitute "the Purchaser" for "Government" or "United States" throughout this clause.
 - 1.7.2. **Note 2** - Substitute "the Purchaser" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
 - 1.7.3. **Note 3** - Insert "and the Purchaser" after "Government" throughout this clause.
 - 1.7.4. **Note 4** - Insert "or the Purchaser" after "Government" throughout this clause.



- 1.7.5. **Note 5** - Communication/notification required under this clause from/to the Supplier to/from the Contracting Officer shall be through the Purchaser and its customer.
- 1.7.6. **Note 6** - Insert "and the Purchaser" after "Contracting Officer", throughout the clause.
- 1.7.7. **Note 7** - Insert "or the Purchaser" after "Contracting Officer", throughout the clause.

2 General FAR and DFARS

The FARs and DFARS applicable to all Contracts are:

Clause Number	Text	Narrative
FARS APPLICABLE:		
52.203-07	Anti-Kickback Procedures	
52.203-08	Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity	
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	
52.203-15	Whistleblower Protections Under The American Recovery And Reinvestment Act Of 2009	
52.203-16	Preventing Personal Conflicts Of Interest	
52.203-19	Prohibition On Requiring Certain Internal Confidentiality Agreements Or Statements	
52.204-02	Security Requirements	Applies if the Work requires access to classified information.
52.204-09	Personal Identity Verification Of Contractor Personnel	Applies where Supplier will have physical access to a federally-controlled facility or access to a Federal information system.
52.204-10	Reporting Executive Compensation And First-Tier Subcontract Awards	
52.204-21	Basic Safeguarding Of Covered Contractor Information Systems	Applies unless Supplier is furnishing COTS items as defined in FAR 2.101
52.204-23	Prohibition On Contracting For Hardware, Software, And Services Developed Or Provided By Kaspersky Lab And Other Covered	
52.204-25	Prohibition On Contracting For Certain Telecommunications And Video Surveillance Services Or Equipment	
52.204-27	Prohibition on a ByteDance Covered Application	
52.208-9	Contractor Use Of Mandatory Sources Of Supply	
52.209-6	Protecting The Governments Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment	Applies if this Contract exceeds \$35,000. Copies of notices provided by Supplier to



		the Contracting Officer shall be provided to Ultra PCS
52.209-10	Prohibition On Contracting With Inverted Domestic Corporations	
52.211-05	Material Requirements	Note 2 applies
52.211-15	Defense Priority And Allocation Requirements	
52.215-02	Audit And Records-Negotiation	Applies if this Contract exceeds \$150,000 and if: (1) Supplier is required to furnish cost or pricing data, or (2) the Contract requires Supplier to furnish cost, funding, or performance reports, or (3) this is an incentive or redeterminable type contract. Note 3 applies.
52.215-10	Price Reduction For Defective Certified Cost Or Pricing Data	Applies if submission of certified cost or pricing data is required. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "Ultra PCS" in paragraph (d)(1). Rights and obligations under this clause shall survive completion of the Contract and final payment and/or acceptance under this contract.
52.215-11	Price Reduction For Defective Certified Cost Or Pricing Data-Modifications	
52.215-12	Subcontractor Certified Cost Or Pricing Data	Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.
52.215-13	Subcontractor Certified Cost Or Pricing Data-Modifications	Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.
52.215-15	Pension Adjustments And Asset Reversions	Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.
52.215-16	Facilities Capital Cost Of Money	Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and Supplier proposed Facilities Capital Cost of Money in its offer.
52.215-17	Waiver Of Facilities Capital Cost Of Money	Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and Supplier did not propose facilities capital cost of money in its offer.
52.215-18	Reversion Or Adjustment Of Plans For Post-Retirement Benefits (Prb) Other Than Pensions	Applicable if this Contract meets the applicability requirements of FAR 15.408(j). Note 5 applies.
52.215-19	Notification Of Ownership Changes	Applies if this Contract meets the applicability requirements of FAR 15.408(k). Note 5 applies



52.215-20	Requirements For Certified Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data	Note 2 applies in paragraph (a)(1).
52.215-21	Requirements For Certified Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data - Modifications	Note 2 applies in paragraphs (a)(1) and (b).
52.222-01	Notice To The Government Of Labor Disputes	
52.222-50	Combating Trafficking In Persons	Note 2 applies. In paragraph (e) Note 3 applies.
52.222-53	Exemption From Application Of The Service Contract Labor Standards To Contracts For Certain Services – Requirements	
52.223-03	Hazardous Material Identification And Material Safety Data	Applies if this Contract involves hazardous material. Notes 2 and 3 apply, except for paragraph (f) where Note 4 applies.
52.223-07	Notice Of Radioactive Materials	Applies to Work containing covered radioactive material. In the blank insert "30". Notes 1 and 2 apply.
52.223-15	Energy Efficiency In Energy-Consuming Products	
52.223-16	Acquisition Of EPEAT®-Registered Personal Computer Products	
52.224-03	Privacy Training	Applies if Supplier will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records. In paragraph (d), Note 6 applies.
52.225-01	Buy American Act - Supplies	Applies if the Work contains other than US domestic components. Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph (c).
52.225-05	Trade Agreements	Applies if the Work contains other than U.S. made or designated country end products as specified in the clause.
52.225-08	Duty Free Entry	Applies if Work will be imported into the customs territory of the United States. Note 2 applies.
52.225-13	Restrictions On Certain Foreign Purchases	
52.227-01	Authorization And Consent	Applies only if the Prime Contract contains this clause.
52.227-03	Patent Indemnity	
52.227-09	Refund Of Royalties	Applies when reported royalty exceeds \$250. Note 1 applies except for the first two times "Government" appears in paragraph (d). Note 2 applies.



52.227-10	Filing Of Patent Applications-Classified Subject Matter	Applies if the Work or any patent application may cover classified subject matter.
52.227-14	Rights In Data - General	Does not apply if DFARS 252.227-7013 applies.
52.227-19	Commercial Computer Software – Restricted Rights	
52.227-21	Technical Data Declaration, Revision, And Withholding Of Payments-Major Systems	
52.229-08	Taxes – Foreign Cost-Reimbursement Contracts	
52.230-02	Cost Accounting Standards	
52.230-02	Cost Accounting Standards	Applies only when full CAS coverage applies. "United States" means "United States or Ultra PCS." Delete paragraph (b) of the clause.
52.230-03	Disclosure And Consistency Of Cost Accounting Practices	Applies only when referenced in this Contract that modified CAS coverage applies. "United States" means "United States or Ultra PCS." Delete paragraph (b) of the clause.
52.230-04	Disclosure And Consistency Of Cost Accounting Practices For Contracts Awarded To Foreign Concerns	Applies only when referenced in this Contract, modified CAS coverage applies. Note 3 applies in the second and third sentences.
52.230-05	Cost Accounting Standards - Educational Institutions	Applies only when referenced in this Contract that this CAS clause applies. "United States" means "United States or Ultra PCS." Delete paragraph (b) of the clause.
52.230-06	Administration Of Cost Accounting Standards	Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.
52.232-17	Interest	
52.232-39	Unenforceability Of Unauthorized Obligations	
52.232-40	Providing Accelerated Payments To Small Business Subcontractors	Applies if Supplier is a small business concern. Note 1 applies. This clause does not apply if Ultra PCS does not receive accelerated payments under the Prime Contract. Not all agencies provide accelerated payments.
52.233-03	Protest After Award	In the event Ultra PCS's customer is directed to stop performance of the Prime Contract under which this Contract is issued pursuant to FAR 33.1, Ultra PCS may, by written order to Supplier, direct Supplier to stop performance of the Work called for by this Contract. "30 days" means "10 days" in paragraph (b)(2). Note 1 applies except the first time "Government"



		appears in paragraph (f). In paragraph (f) add after "33.104(H)(1)" the following: "and recovers those costs from Ultra PCS.
52.233-03 Alt I	Alternate I – Protest After Award	
52.234-04	Earned Value Management System	
52.237-02	Protection Of Government Buildings, Equipment And Vegetation	Applies if Work is performed on a Government installation. Note 2 applies. Note 4 applies to the second time "Government" appears in the clause.
52.237-08	Restriction On Severance Payments To Foreign Nationals	
52.239-01	Privacy Or Security Safeguards	
52.242-13	Bankruptcy	Notes 1 and 2 apply.
52.242-15	Stop-Work Order	Notes 1 and 2 apply.
52.243-01	Changes - Fixed Price	Notes 1 and 2 apply. Alternate I applies if this Contract is for services. Alternate II applies if this contract is for supplies and services.
52.243-06	Change Order Accounting	Applies if the Prime Contract requires Change Order Accounting. Note 2 applies.
52.244-05	Competition In Subcontracting	
52.244-06	Subcontracts For Commercial Items	
52.245-09	Use And Charges	
52.246-01	Contractor Inspection Requirements.	
52.246-02	Inspection Of Supplies - Fixed Price	Note 2 applies. Note 3 applies, except in paragraph (b)the second time "Government" appears; (f), (h), (j) and (l) where Note 1 applies.
52.246-04	Inspection Of Services - Fixed Price	Note 3 applies, except in paragraphs (e) and (f) where Note 1 applies.
52.246-11	Higher-Level Contract Quality Requirement	
52.246-15	Certificate Of Conformance	
52.246-26	Reporting Nonconforming Items	
52.249-01	Termination For Convenience Of The Government (Fixed Price) (Short Form)	
52.249-02	Termination For Convenience Of The Government (Fixed-Price)	Notes 1 and 2 apply. Note 4 applies to the first time "Government" appears in paragraphs (b)(4) and (b)(6), it applies to all of paragraph (b)(8) and it applies to the second time "Government" appears in paragraph (d). In paragraph (n) "Government" means Purchaser and the Government. In paragraph (c) "120 days" is changed to "50 days." In paragraph (d) "15 days" is changed to "40 days," and "45 days" is changed to "70 days." In paragraph (e) "1 year" is changed to "5



		months." Paragraph (h) is deleted. In paragraph (l) "90 days is changed to "35 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.
52.249-08	Default (Fixed-Price Supply And Service)	Notes 1 and 2 apply, except Note 1 is not applicable to paragraph (c). Note 4 applies to the second and third time "Government" appears in paragraph (e). Timely performance is a material element of this Contract.
52.249-14	Excusable Delays	
DFARS APPLICABLE:		
252.203-7002	Requirement To Inform Employees Of Whistle Blower Rights	
252.203-7003	Agency Office Of The Inspector General	Applies when FAR 52.203-13 applies to this Contract.
252.204-7000	Disclosure Of Information	
252.204-7008	Requirements For Contracts Involving Export-Controlled Items.	
252.204-7009	Limitations On The Use And Disclosure Of Third Party Contractor Reported Cyber Incident Information	Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.
252.204-7012	Safeguarding Covered Defense Information And Cyber Incident Reporting	Applies if this Contract is for operationally critical support or for which performance will involve covered defense information. Supplier shall furnish Lockheed Martin copies of notices provided to the Contracting Officer at the time such notices are sent. Ultra PCS shall mark or otherwise identify Covered Defense Information provided to the Supplier in support of the performance of this Contract.
252.204-7014	Limitations On The Use Of Disclosure Of Information By Litigation Support Contractors	
252.204-7015	Notice Of Authorized Disclosure Of Information For Litigation Support	Supplier provided confidential and proprietary information shall only be disclosed to a litigation support contractor if a non-disclosure agreement is in place with provisions no less onerous than those included to the non-disclosure agreement executed between Supplier and Ultra PCS in affect at the time the data is disclosed.



252.204-7018	Prohibition On The Acquisition Of Covered Defence Communications Equipment Or Services	
252.204-7019	Notice Of NIST SP 800-171 DOD Assessment Requirements	
252.204-7020	NIST SP 800-171 DOD Assessment Requirements	
252.204-7021	Contractor Compliance With The Cybersecurity Maturity Model Certification Level Requirement	
252.209-7009	Organizational Conflict Of Interest – Major Defense Acquisition Program	
252.209-7010	Critical Safety Items	
252.211-7003	Item Unique Identification And Valuation	Applies if this Contract requires the Work to contain unique item identification. Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to Ultra PCS. Government means "Ultra PCS" except in the definition of "issuing agency" in paragraph (a).
252.211-7005	Substitutions For Military Or Federal Specifications And Standards	
252.211-7006	Passive Radio Frequency Identification	
252.211-7008	Use Of Government-Assigned Serial Numbers	
252.215-7000	Pricing Adjustments	Applies if FAR 52.215-12 or 52.215-13 applies to this Contract.
252.215-7008	Only One Offer	
252.217-7028	Over And Above Work.	
252.219-7003	Small Business Subcontracting Plan (DOD contracts) – Basic	Applies if FAR 52.219-9 applies to this Contract.
252.219-7004	Small Business Subcontracting Plan (Test Program)	
252.222-7006	Restriction On The Use Of Mandatory Arbitration Agreements	The certification in paragraph (b)(2) applies to both Supplier in its own capacity and to Supplier's covered subcontractors.
252.222-7007	Representation Regarding Combating Trafficking In Persons	
252.223-7001	Hazard Warning Labels	Applies if this Contract requires the delivery of hazardous materials.
252.223-7002	Safely Precautions for ammunition and Explosives	Applies only if the articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants. Notes 2, 3, and 5 apply to paragraphs (g)(1)(i) and (e)(1)(ii). Note 3 applies. Delete "prime" in (g)(1)(ii) and add "and Ultra PCS Procurement



		Representative". Delete in (g)(1)(ii) "substituting its name for references to the Government."
252.223-7003	Change in Place of Performance – Ammunition and Explosives	Applies if DFARS 252.223-7002 applies to this Contract. Notes 2 and 4 apply.
252.223-7006	Prohibition On Storage, Treatment, And Disposal Of Toxic Or Hazardous Materials	
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, And Explosives	Applies if this Contract is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to Supplier as Government Furnished Property.
252.223-7008	Prohibition Of Hexavalent Chromium	Note 2 applies.
252.225-7001	Buy American And Balance Of Payments Program	Applies if the Work contains other than domestic components. Applies in lieu of FAR 52.225-1.
252.225-7002	Qualifying Country Sources As Subcontractors	
252.225-7006	Quarterly Reporting Of Actual Contract Performance Outside The United States	
252.225-7007	Prohibition On Acquisition Of United States Munitions List Items From Communist Chinese Military Companies	Applies if Supplier is supplying items on the U.S. Munitions list.
252.225-7009	Restriction On Acquisition Of Certain Articles Containing Specialty Metals	Applies if the Work to be furnished contains specialty metals. Paragraph (d) is deleted.
252.225-7012	Preference For Certain Domestic Commodities	
252.225-7013	Duty-Free Entry	Notes 1 and 2 apply in subparagraph (c). Applies in lieu of FAR 52- 225-8.
252.225-7015	Restriction On Acquisition Of Hand Or Measuring Tools	
252.225-7016	Restriction On Acquisition Of Ball And Roller Bearings	Applies if Work supplied under this Contract contains ball or roller bearings. Note 1 applies to subparagraph (a)(2).
252.225-7021	Trade Agreements	Applies if the Work contains other than U.S. made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5
252.225-7025	Restriction On Acquisition Of Forgings	
252.225-7027	Restriction On Contingent Fees For Foreign Military Sales	
252.225-7028	Exclusionary Policies And Practices Of Foreign Governments	
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	
252.225-7032	Waiver Of United Kingdom Levies – Evaluation Of Offers	



252.225-7033	Waiver Of United Kingdom Levies	Applies if this Contract is with a United Kingdom firm. Note 2 applies. Note 1 applies to the second sentence of paragraph (a).
252.225-7048	Export-Controlled Items	
252.225-7052	Restriction On The Acquisition Of Certain Magnets And Tungsten	
252.227-7013	Rights In Technical Data- Noncommercial Items	
252.227-7014	Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation	Applies in lieu of FAR 52.227-14.
252.227-7015	Technical Data - Commercial Items	Applies to commercial items delivered under this Contract.
252.227-7016	Rights In Bid Or Proposal Information	
252.227-7017	Identification And Assertion Of Use, Release, Or Disclosure Restrictions	
252.227-7019	Validation Of Asserted Restrictions- Computer Software	
252.227-7025	Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends	For paragraph (c)(1), note 3 applies.
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	Note 1 applies.
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	Note 1 applies to the first sentence.
252.227-7028	Technical Data Or Computer Software Previously Delivered To The Government	The definitions for "contract" and "subcontract" shall not apply herein, except for the first reference to contract. Note 4 applies.
252.227-7030	Technical Data - Withholding Of Payment	Notes 1 and 2 apply to (a); Note 4 applies to (b).
252.227-7037	Validation Of Restrictive Markings On Technical Data	
252.227-7039	Alt II Patent Rights Ownership By The Contractor	
252.228-7001	Ground And Flight Risk	
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	In paragraph (a) Note 5 applies. In paragraph (b) Note 3 applies.
252.229-7003	Tax Exemptions (Italy)	
252.229-7005	Tax Exemptions (Spain)	
252.229-7006	Value Added Tax Exclusion (United Kingdom)	
252.231-7000	Supplemental Cost Principles	
252.232-7017	Accelerating Payments To Small Business Subcontractors - Prohibition On Fees And Consideration	Note 1 applies.
252.234-7002	Earned Value Management System	
252.234-7003	Notice Of Cost And Software Reporting System	



252.234-7004	Cost And Software Data Reporting System	
252.235-7003	Frequency Authorization - Basic	Applies if this Contract requires developing, producing, constructing, testing, or operating a device requiring a frequency authorization. Note 2 applies.
252.237-7010	Prohibition On Interrogation Of Detainees By Contractor Personnel	
252.237-7023	Continuation Of Essential Contractor Services	
252.239-7000	Protection Against Compromising Emanations	
252.239-7001	Information Assurance Contractor Training And Certification	
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	
252.243-7002	Requests For Equitable Adjustment	
252.244-7000	Subcontracts For Commercial Items	
252.245-7004	Reporting, Reutilization, And Disposal	
252.246-7000	Material Inspection And Receiving Report	
252.246-7001	Warranty Of Data	
252.246-7003	Notification Of Potential Safety Issues	Applies if this Contract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. Supplier shall provide notifications to Ultra PCS and the contracting officer identified to Supplier.
252.246-7007	Contractor Counterfeit Electronic Part Detection And Avoidance System	Paragraphs (a) through (e) apply. In paragraph (c)(2) Note 3 applies. In paragraph (c)(6) Note 6 applies.
252.246-7008	Sources Of Electronic Parts	Applies if this contract is for electronic parts or assemblies containing electronic parts, unless Supplier is the original manufacturer. Note 1 applies except in paragraph (d). Note 2 applies.
252-215-7009	Proposal Adequacy Checklist	
252-216-7004	Award Fee Reduction Or Denial For Jeopardizing The Health Or Safety Of Government Personnel	
252-229-7011	Reporting Foreign Taxes - U.S. Assistance Programs	
OTHER APPLICABLE CLAUSES		



NAVAIR 5252.227-9507 Notice Regarding the Dissemination of Export-Controlled Technical Data

- (a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.
- (b) For violation of export laws, the contractor, its employees, officials or agents are subject to:
- (1) Imprisonment and/or imposition of criminal fines; and
 - (2) Suspension or debarment from future Government contracting actions.
- (c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this Contract.

NAVAIR 5252.227-9511 Disclosure, Use, and Protection of Proprietary Information (The term "prime contractor" means "Supplier.")

- (a) During the performance of this Contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.
- (b) The use of an ISC is solely for the convenience of the Government. Subject to paragraph (e), the ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.
- (c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.
- (d) The Supplier acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to Purchaser or Supplier.
- (e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and Purchaser and the Purchaser's Customer, the Supplier will agree to enter into a direct agreement with any ISC, if required by the Government or Purchaser. A properly executed copy (per FAR 9.505-4) of the agreement will be provided by Purchaser to the Government's Procuring Contracting Officer.

Investment

Any decision by Supplier at, or prior to, the date of award of this Contract or at or prior to the date of execution of any modification to this Contract to (i) incur costs, by reason of investment or otherwise, that are not expressly included in writing in the Supplier's bid, offer, or proposal to Purchaser, agreed to by Purchaser, and incorporated into this Contract's price, (ii) forego profit on costs, or (iii) apply a management decrement, is made at the sole risk of Supplier. Supplier acknowledges that the price of this Contract shall not be increased by any portion of incurred costs, foregone profit, or management decrement, for any reason, including, but not limited to, a termination for convenience of this Contract, notwithstanding any provisions of this Contract or applicable regulations governing termination for convenience settlements of purchase orders under United States Government Prime Contracts, unless Purchaser expressly agrees in writing to pay such portion. Purchaser, as set forth in the clause of this Contract entitled "Termination for Convenience (Fixed Price)," or "Termination (Cost Reimbursement)" may terminate this Contract for any reason if Purchaser determines that it is in the Purchaser's interest to do so. The term "any reason" includes, but is not limited to, termination of the Purchaser's customer's Prime Contract with the U.S. Government on any basis, convenience or default. A



termination for default of this Contract is justified at any time where the circumstances provided in the clause of this Contract entitled "Default" apply.

Restriction on the Delivery or Procurement of Supplies and Services from the Republic of Turkey

("Contractor" means Supplier, "Contracting Officer" means Purchaser)

ions.

- (1) "Component" means any item supplied to the Government or Purchaser as part of an end product including, without limitation, raw materials and intermediate assemblies.
- (2) "Covered article" means any end item, component, software, or service that-
 - (i) Is produced in Turkey or by a covered entity; or
 - (ii) Is a service provided in Turkey or by a covered entity.
- (3) "Covered entity" means an entity that is effectively owned or controlled by the Turkish government.
- (4) "Effectively owned or controlled" means that the Turkish government or any entity controlled by the Turkish government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the entity's officers or a majority of the entity's board of directors by any means, e.g., ownership, contract, or operation of the law (or equivalent power for unincorporated organizations).
- (5) "Entity controlled by the Turkish government" means
 - (i) Any domestic or foreign organization or corporation that is known to be effectively owned or controlled by the Turkish government; or
 - (ii) Any individual directly and openly, or known to the Contractor to be acting on behalf of the Turkish government.
- (6) "Purchase Order" means a mutually binding agreement between the Contractor and a subcontractor indicating types, definite quantities, and prices for products or services the subcontractor will provide to the Contractor.

ctions.

The Contractor shall not enter into any Purchase Orders after 31 March 2020 that would result in the delivery of covered articles under this contract nor charge to this contract, either directly or indirectly, the costs of any covered article placed on a Purchase Order after 31 March 2020.

(c) Reporting requirement.

- (1) In the event the Contractor identifies a covered article provided to the Government or Purchaser during contract performance that was placed on a Purchase Order after 31 March 2020 or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer the following information:
 - (i) Within 10 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 20 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.
- (d) The Parties agree that no consideration shall be provided by the Contractor to the Government or Purchaser, or penalties imposed upon the Contractor for unknowingly being non-compliant to paragraph (b)(1) above.



(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts, including subcontracts for the acquisition of commercial items.

3 United States FAR and DFARS

The following clauses apply to this contract in addition to any other applicable terms in the whole of this document if this contract is being performed in the United States by a supplier or a supplier's subcontractors, or the supplier or its subcontractors are recruiting United States employees in the United States to work on the contract. Compliance with these clauses is not required at either the supplier's or its subcontractors' non-U.S. facilities. "United States employees" means persons who are United States citizens or United States permanent residents.

Clause Number	Text	Narrative
FARs APPLICABLE:		
52.203-14	Display of Hotline Posters	Applies if this Contract exceeds \$5,500,000.
52.219-08	Utilization Of Small Business Concerns	
52.219-09	Small Business Subcontracting Plan	Applies if this Contract exceeds \$700,000 except the clause does not apply if Supplier is a small business concern. Note 2 is applicable to paragraph (c) only. Supplier's subcontracting plan is incorporated herein by reference.
52.219-28	Post-Award Small Business Program Representation	
52.222-04	Contract Work Hours and Safety Standards Act – Overtime Compensation	Applies if the Contract may require or involve the employment of laborers and mechanics.
52.222-17	Non Displacement Of Qualified Workers	
52.222-19	Child Labor - Cooperation With Authorities And Remedies	
52.222-20	Contracts For Materials, Supplies, Articles, And Equipment Exceeding \$15,000.	
52.222-21	Prohibition of Segregated Facilities	
52.222-26	Equal Opportunity	
52.222-35	Equal Opportunity For Veterans	Applies if this Contract is for \$150,000 or more.
52.222-36	Affirmative Action For Workers With Disabilities	Applies if this Contract exceeds \$15,000.
52.222-37	Employment Reports On Veterans	Applies if this Contract is for \$150,000 or more.
52.222-39	Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees	
52.222-40	Notification Of Employee Rights Under The National Labor Relations Act	Applies if this Contract exceeds \$10,000.
52.222-41	Service Contract Act Of 1965	Applies if this Contract is for services subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41



		U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.
52.222-42	Statement Of Equivalent Rates For Federal Hires	
52.222-44	Fair Labor Standards Act And Service Contract Labor Standards-Price Adjustment	
52.222-54	Employment Eligibility Verification	Applies if this Contract exceeds \$3,500 except for commercial services that are part of the purchase of COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS Item.
52.222-55	Minimum Wages Under Executive Order 13658	Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" means "Ultra PCS."
52.222-62	Paid Sick Leave Under Executive Order 13706	Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.
52.222-99	Establishing A Minimum Wage For Contractors	
52.223-11	Ozone-Depleting Substances	Applies if the Work was manufactured with or contains ozone depleting substances.
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	Applies if this Contract exceeds \$3,500.
52.234-01	Industrial Resources Developed Under Defense Production Act Title III	Notes 1 and 2 apply.
252.203-7004	Display Of Fraud Hotline Poster(s)	Applies in lieu of FAR 52.203-14.
252.226-7001	Utilization Of Indian Organizations, Indian-Owned Economic Enterprises And Native Hawaiian Small Business Concerns	Applies if this Contract exceeds \$500,000. Note 2 applies to paragraph (c) the first time "Contracting Officer" appears.) In subparagraph (f)(1) "Contractor" shall mean "Ultra PCS." Ultra PCS shall have no liability to Supplier for any incentive payment under this clause unless and until the Government provides said incentive payment to Ultra PCS.

4 Research and Development FAR and DFARS

The following clauses apply to this contract in addition to any other applicable terms in the whole of this document if this contract is one for research and/or development:

Clause Number	Text	Narrative
---------------	------	-----------



FARs APPLICABLE:		
52.227-11	Patent Rights-Ownership By The Contractor	Applies if this Contract includes, at any tier, experimental, developmental, or research Work and Supplier is a small business concern or domestic non-profit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the Ultra PCS Procurement Representative identified on the face of this Contract. FAR 52.227-13 applies in lieu of this clause if Supplier is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.
52.227-13	Patent Rights - Ownership By The Government	Applies if this Contract is for experimental, developmental or research work and Supplier is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government. Paragraph (g) is deleted. If not otherwise included in this Contract, the name and address of the contracting officer may be obtained from Ultra PCS's authorized representative.
52.249-05	Termination For Convenience Of The Government (Educational And Other Non-profit Institutions)	Applies in lieu of FAR 52.249-2 if this Contract is for research and development work with an educational or non profit institution on a no-profit or no-fee basis. Notes 1 and 2 apply. In paragraph (c) "120 days" is changed to "40 days." In paragraph (d) "1 year" is changed to "5 months" In paragraph (e) "1 year" is changed to "5 months". Paragraph (h) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.
52.249-09	Default (Fixed-Price Research And Development).	
DFARS APPLICABLE:		
252.227-7038	Patent Rights- Ownership By The Contractor (Large Business)	Applies if (1) Supplier is not small business or non profit organization subject to FAR 52.227-11, and (2) the Contract is for experimental, developmental, or research work.

5 Cost Incentive or Performance Based FAR and DFARS

The following clauses apply to this contract in addition to any other applicable terms in the whole of this document if this contract is a cost incentive or performance based contract:



Business Management System

COM-SOPS-014 Issue: 03 | FLOW DOWN TERMS FOR US MILITARY PROGRAMMES

Clause Number	Text	Narrative
FARs APPLICABLE:		
52.215-23	Limitation On Pass-Through Charges	Applies if this is a cost-reimbursement Subcontract in excess of \$150,000, except if the Prime Contract to which this contract relates is with DoD, then the applies to both cost-reimbursement subcontracts and fixed-price contracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed \$750,000. Notes 4 and 6 apply.
52.216-16	Incentive Price Revision Firm Target.	
52.227-02	Notice And Assistance Regarding Patent And Copyright Infringement	Applies if this Contract exceeds \$150,000. Notes 2 and 4 apply.
52.246-08	Inspection Of Research And Development Cost-Reimbursement	
52.246-09	Inspection Of Research And Development Cost-Reimbursement	
52.247-67	Submission Of Transportation Documents For Audit	
52.249-06	Alternate V – Termination (Cost Reimbursement)	
DFARS APPLICABLE:		
252.232-7012	Performance-Based Payments – Whole-Contract Basis	

6 United States Government Property FAR and DFARS

The following clauses apply to this contract in addition to any other applicable terms in the whole of this document if the supplier is in possession of United States government owned property:

Clause Number	Text	Narrative
FARs APPLICABLE:		
52.245-01	Government Property (Alt I)	"Contracting Officer" means "Ultra PCS" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Ultra PCS. "Government is unchanged in the phrases "Government Property and Government Furnished Property" and where elsewhere used except in paragraph (d)(1) where it means "Ultra PCS" and except in paragraphs (d)(2) and (g) where the term includes Ultra PCS. The following is added as paragraph (n) "Supplier shall provide Ultra PCS immediate notify if the



		Government or other customers (i) revokes its assumption of loss under any direct contracts with Supplier, or (ii) makes a determination that Supplier's property management practices are inadequate, and/or present an undue risk, or that Supplier has failed to take corrective action when required."
DFARS APPLICABLE:		
252.211-7007	Reporting Of Government-Furnished Property	252.211-7007
252.245-7001	Tagging, Labeling, And Marking Of Government-Furnished Property	252.245-7001
252.245-7002	Reporting Loss Of Government Property	252.245-7002
252.245-7003	Contractor Property Management System Administration	252.245-7003

7 Value based FAR and DFARS

The following clauses apply to this contract in addition to any other applicable terms in the whole of this document for contracts over the value stated in the 'narrative' column of the table below:

Clause Number	Text	Narrative
FARs APPLICABLE:		
52.203-06	Restrictions On Subcontractor Sales To The Government	Applies if this Contract exceeds \$150,000.
52.203-12	Limitation On Payments To Influence Certain Federal Transaction	Contract exceeds \$150,000.
52.203-13	Contractor Code Of Business Ethics And Conduct	Applies if this Contract exceeds \$5,500,000 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.
52.203-17	Contractor Employee Whistleblower Rights and Requirement to inform Employees of Whistleblower rights	Applies if this Contract exceeds \$150,000.
52.215-14	Integrity Of Unit Prices	Applies if this Contract exceeds \$150,000. Delete paragraph (b) of the clause.
52.248-01	Value Engineering	Applies if this Contract exceeds \$150,000. Note 1 applies, except in paragraphs (c)(5), where Note 3 applies and except in (b)(3) where Note 4 applies, and where "Government" precedes cost throughout. Note 2 applies. In paragraph (m) "Government is unchanged." Also, "Government" does not mean Ultra PCS in the phrase "Government costs."
DFARS APPLICABLE:		



<p>252.203-7001</p>	<p>Prohibition On Persons Convicted Of Fraud Or Other Defense Contract-Related Felonies</p>	<p>Applies if this Contract exceeds \$150,000. The terms "contract," "contractor," and "subcontract" shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g). In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to Ultra PCS not the Government. In paragraph (f), note 5 applies.</p>
<p>252.211-7000</p>	<p>Acquisition Streamlining</p>	<p>Applies if this Contract exceeds \$1.5M. Note 1 applies.</p>
<p>252.225-7004</p>	<p>Reporting Of Contract Performance Outside The United States And Canada - Submission After Award</p>	<p>Contracts over \$15m</p>
<p>252.249-7002</p>	<p>Notification Of Anticipated Contract Termination Or Reduction</p>	<p>Applies if this Contract exceeds \$700,000. Note 2 applies. Delete paragraph (d) (1) and the first five words of paragraph (d) (2).</p>



*** End of document ***

