



CHESAPEAKE SCIENCES CORPORATION
 1127B Benfield Blvd
 Millersville, Maryland 21108

TC-3

GENERAL PROVISIONS AND FAR FLOWDOWN PROVISIONS FOR SUBCONTRACTS OR PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS UNDER A U. S. GOVERNMENT PRIME CONTRACT

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SECTION I: GENERAL PROVISIONS

1. **DEFINITIONS:** The following terms shall have the meaning set forth below:

“Contract” means the instrument of contracting, (e.g. PO, Purchase Order, or other such designation), including all referenced documents, exhibits, and attachments. If these terms and conditions are incorporated into a master agreement that provides for releases (in the form of a Purchase Order, or other such document), the term “Contract” shall also mean the release document for the Work to be performed.

“FAR” means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, Code of Federal Regulations.

“DFARS” means Department of Defense (DoD) FAR Supplement. The DoD FAR supplement provides uniform policies and procedures that implement and supplement the Federal Acquisition Regulations.

“DPAS” means Defense Priorities and Allocation System.

“CSC” means CHESAPEAKE SCIENCES CORPORATION.

“Non-Commercial Item” means any item specified by a CSC drawing number or a Mil Spec number.

“CSC Procurement Representative” or **“BUYER”** means the person authorized by CSC’s Operations organization to administer this Contract.

“PO” or **“Purchase Order”** or **“Order”** as used in any document constituting a part of this Contract shall mean this Contract.

“SELLER” means the Party identified on the title page of the Contract, with whom CSC is contracting.

“Work” means all required articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

2. **FORMATION OF CONTRACT AND TERMS AND CONDITIONS:** This contract is CSC’s offer to SELLER. SELLER’s signature on the Contract, acknowledgment, acceptance of payment, or commencement of performance, shall constitute SELLER’s unqualified acceptance of this Contract. SELLER’s acceptance of this Contract creates a binding Contract between CSC and SELLER, which shall be governed by the provisions of this Contract. This Contract integrates, merges and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the Parties. Additional or differing terms or conditions proposed by SELLER or included in SELLER’s acknowledgement

hereof and hereby objected to CSC and have no affect unless accepted in writing by CSC.

3. **GOVERNING LAW AND COMPLIANCE WITH LAWS:** This Order shall be subject to and construed in accordance with the laws of the State of Maryland. The United Nations Convention on Contracts for the International Sale of Goods shall play no role in the interpretation or construction of this order. In the performance of this Order, the SELLER agrees to comply with all applicable local, state, and federal laws and executive orders and regulations issued pursuant thereto. SELLER further agrees to indemnify CSC against any loss, cost, damage or liability by reason of SELLER's violation of this provision.
4. **ASSIGNMENT AND SUBCONTRACTS:** SELLER shall not assign or transfer this Order or any part of this Order to a third party without the prior written consent of CSC. Further, SELLER agrees to obtain CSC's approval before subcontracting this Order or any portion thereof; provided, however, this limitation shall not apply to the purchase of standard commercial supplies or raw materials. This limitation shall not apply to secondary manufacturing processes commonly used in the fabrication of mechanical and electronic hardware items such as painting, silk screening, chemical treatments, coatings and platings. When secondary manufacturing processes are conducted at SELLER's lower-tier subcontractors the SELLER is required to provide certifications, when noted within the applicable process specifications, which validate that the lower-tier subcontractor was qualified to conduct the work.
5. **CONTRACT DIRECTION:** *Only the CSC Procurement Representative has authority to amend or to direct the SELLER regarding this Contract.* Such amendment or direction must be in writing. CSC engineering and technical personnel may render assistance or give technical advice or discuss or affect an exchange of information with SELLER's personnel concerning the Work hereunder. Such actions shall not be deemed to be a change under the *Changes* clause of this Contract (FAR 52.243-1) and shall not be the basis for equitable adjustment. Action or direction by and CSC customer shall not be deemed to be a change under the *Changes* clause of this Contract and shall not be the basis for equitable adjustment. Except as otherwise provided herein, all notice to be furnished by the SELLER shall be sent to the CSC Procurement Representative.
6. **COMMUNICATIONS WITH CSC CUSTOMER:** CSC shall be solely responsible for all liaison and coordination with the CSC customer, as it affects the applicable Prime Contract, this Contract and any related contract.

Unless otherwise directed in writing by the authorized CSC Procurement Representative, all documentation requiring submittal to, or action by, the government or the Contracting Officer shall be routed to, or through, the CSC Procurement Representative, or as otherwise permitted by this Contract.
7. **NEW MATERIALS:** Unless otherwise specified in this Contract, the Work to be delivered hereunder shall consist of new materials (not used or reconditioned, or of such age as to impair usefulness or safety).
8. **DELIVERY:** The supplies and services required by this Order shall be delivered in accordance with the delivery schedule contained in this Order. The time of delivery stated is of the essence for this Order. All items furnished hereunder

shall be delivered, FOB Destination via the most economical means of transportation, unless otherwise stated on the face of the PO. Delivery shall not be deemed complete until the supplies and services are received and accepted by CSC.

9. **TIMELY PERFORMANCE:** Time is of the essence in this Contract. SELLER's timely performance is a critical element of this contract.

Delivery in advance of schedule is acceptable unless expressly prohibited by CSC.

If SELLER becomes aware of difficulty in performing the Work, SELLER shall promptly notify CSC, in writing, giving pertinent details. This notification shall not change any delivery schedule.

In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of SELLER's normal flow time unless CSC has given prior written consent.

10. **INSPECTION AND ACCEPTANCE:** The SELLER shall provide and maintain a quality program acceptable to BUYER for supplies or services covered by this Order. The quality program shall be in accordance with quality provisions as may be identified on the face of this Order. SELLER shall, without additional cost to BUYER, permit CSC's personnel and customers to have access to SELLER's plant at all reasonable hours for the purpose of assessing progress, witnessing tests, and/or inspecting any items covered by this Order or work in progress for same. Unless otherwise specified, all supplies covered under this Order shall be subject to inspection and acceptance by BUYER at CSC's facility. Title and risk of loss for supplies shipped by SELLER shall pass to BUYER upon final acceptance of supplies by BUYER.
11. **CERTIFICATE OF CONFORMANCE:** SELLER shall include with each shipment of supplies a Certificate of Conformance, signed by a person authorized to make such certification on behalf of the SELLER, which certifies that the supplies are of the quality specified and conform in all respects with the Order requirements, including specifications, drawings, preservation, packaging, packing, marking, and physical identification (part number), and are in the quantity shown on shipping documents.
12. **PACKING, SHIPPING AND MARKING:** Unless otherwise specified, all Work is to be packed in accordance with good commercial practice to prevent damage and deterioration during shipping, handling, and storage. A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the CSC contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include the Contract number. Delivery shall be FOB Destination unless otherwise stated on the face of the PO.
13. **PROPRIETARY INFORMATION:** All specifications, drawings, designs, know-how, trade secrets and inventions which are furnished by CSC or developed by CSC or SELLER in connection with the subject matter of this Order, shall be the sole and exclusive property of CSC, and SELLER agrees to keep all such information in confidence and not to disclose it to other parties. SELLER agrees to

disclose to BUYER any proprietary information developed in connection with the subject matter of this Order and to transfer all right and title and interest in and to such proprietary information to BUYER.

- 14. INFORMATION OF CSC:** Information provided by CSC to SELLER remains the property of CSC. SELLER agrees to comply with the terms of any confidential disclosure agreement with CSC and to comply with all proprietary information markings and restrictive legends applied by CSC to anything provided hereunder to SELLER. SELLER agrees not to use any CSC-provided information for any purpose except to perform this Contract and agrees not to disclose such information to third parties without the prior written consent of CSC.
- 15. INTELLECTUAL PROPERTY INFRINGEMENT:** SELLER warrants that the Work performed and delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. SELLER agrees to defend, indemnify, and hold harmless CSC and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any action by a third party that is based on a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.
- 16. INDEMNIFICATION:** The SELLER shall indemnify CSC against all liability that may result from any claim, action, or suit by any person, based on any alleged injury to or death of any person or damage to or loss of any property that may occur or that may be alleged to have been caused by the SELLER in the course of performance of this Contract by the SELLER. The SELLER shall pay all charges or attorneys in connection therewith and, if any judgment shall be rendered against CSC in any such action or actions, the SELLER shall satisfy and discharge the same without cost or expense to CSC. However, this indemnity shall not apply to claims, actions, or suits resulting from CSC's negligence.
- CSC shall indemnify the SELLER against all liability that may result from any claim, action, or suit by any person, based on any alleged injury to or death of any person or damage to or loss of any property that may occur or that may be alleged to have been caused by CSC in the course of performance of this Contract. CSC shall pay all charges or attorney in connection therewith and, if any judgment shall be rendered against the SELLER in any such action or actions, CSC shall satisfy and discharge the same without cost or expense to the SELLER.
- 17. INFORMATION OF SELLER:** SELLER shall not provide any proprietary information to CSC without prior execution by CSC of a confidential disclosure agreement.
- 18. INSURANCE, LIABILITY TO THIRD PARTIES AND INDEMNIFICATION:** In the event that SELLER, its employees, agents, or subcontractors enter CSC's or its customer's premises for any reason in connection with this Contract, SELLER, as well as its subcontractors and lower-tier subcontractors, shall procure and maintain worker's comprehensive general liability, bodily injury, and property damage insurance in reasonable amounts, and such other insurances as CSC may require, as stated in the contract schedule, and shall comply with all site requirements. Such

insurances shall be written through a licenses carrier, with a financial rating of no less that A-, in the respective state of operation and shall meet all legal minimum requirements of same state. SELLER shall indemnify and hold harmless CSC, its officers, employees, and agents from any and all losses, costs, claims, causes of action, damages, liabilities, and expenses, including (but not limited to) attorney's fees, all expenses of litigation and settlement, and court costs, by reason of property damage or personal injury to any person caused in whole or in part by the actions or omissions or SELLER, its officers, employees, agents, suppliers, of subcontractors at any tier. SELLER shall provide CSC thirty (30) days advance written notice prior to the effective date of any cancellation or change in the terms or coverage of any of SELLER's required insurance. If requested, SELLER shall send a Certificate of Insurance showing SELLER's compliance with these requirements. SELLER shall name CSC as an additional insured for the duration of this Contract. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of CSC and is not contributory with any insurance which CSC may carry.

- 19. GRATUITIES AND KICKBACKS:** No gratuities (in the form of entertainment, gifts, or otherwise) or kickbacks shall be offered or given by SELLER to any employee of CSC with a view toward securing favorable treatment as a supplier.

By accepting this Contract, SELLER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph ©(1) of FAR 52.203-7 shall not apply.

- 20. INDEPENDENT CONTRACTOR RELATIONSHIP:** SELLER is an independent contractor in all its operation and activities hereunder. The employees used by SELLER to perform Work under this Contract shall be the SELLER's employees exclusively, without any relation whatsoever to CSC, and shall not be entitled to participate in or receive any of CSC's employee benefits.

SELLER shall be responsible for any costs or expenses including attorneys' fees, all expenses of litigation and settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, relating in any way to or affecting the performance of any of its obligations under this Contract.

- 21. DISPUTES:** Any dispute, controversy, or claim arising out of or relating to this Contract or default, termination, or invalidity hereof, shall be settled by arbitration under the rules of the American Arbitration Association. The place of the arbitration shall be Washington, D.C. The language to be used in the arbitral proceedings shall be English. Judgment of the arbitrators shall be final and non-appealable and may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of the enforcement. Each Party shall bear its own expenses of the arbitration, but the fees and costs of the arbitrators shall be borne equally between the Parties participating in the arbitration.

Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly

provide the requesting party with copies of documents relevant to the issues raised by any claim or counterclaim. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrators, whose determination shall be conclusive. All discovery shall be completed within thirty (30) days following the appointment of the arbitrators.

No action at law or in equity may be commenced by SELLER under or arising from this Contract unless it is brought within one year after the accrual of the cause of action upon which the claim is based, regardless of whether SELLER knew or should have known of the accrual of any such action.

Notwithstanding the foregoing, in the event of a breach or threatened breach by SELLER under the *Proprietary Information* provision of this Contract, CSC may forego arbitration under this provision and seek immediate judicial and equitable remedies, including, but not limited to, injunctive relief or specific performance.

Until final resolution of any dispute hereunder, SELLER shall diligently proceed with the performance of this Contract as directed by the CSC Procurement Representative.

- 22. TERMINATION FOR CONVENIENCE:** BUYER may at any time terminate this Order, in whole or in part, for the convenience of CSC by written notice to the SELLER. Upon receipt of the termination notice, SELLER shall, unless otherwise directed in writing, discontinue performance of work as instructed by BUYER on the date of the notice and take action to minimize costs to CSC. Payment for supplies or services already completed or in the process of completion shall be adjusted between BUYER and SELLER in a fair and reasonable manner, but such payment shall exclude any allowance for anticipated profits for work not performed. Such payments shall not exceed the total value of the Order prior to the termination notice. SELLER shall submit to BUYER a termination for convenience claim within sixty (60) days after date of the termination notice with supporting data for the claim. SELLER shall deliver, and assign all completed and partially completed supplies as instructed by BUYER. SELLER shall continue work not terminated.
- 23. TERMINATION FOR CAUSE:** BUYER may terminate this Order in whole or in part by written notice of default if SELLER: (a) fails to deliver the supplies or perform the services within the time specified, (b) fails to make sufficient progress with the work thereby endangering completion of the work within the time specified, or fails to comply with any other material terms and conditions. CSC's right to terminate for default may be exercised if SELLER does not cure the failure within ten (10) days after receiving CSC's notice of such failure. If BUYER terminates this Order in whole or in part, BUYER may purchase similar supplies and services from others and SELLER shall be liable for any additional costs above the original price for the terminated supplies or services. BUYER shall pay the Order price for any completed supplies or services delivered and accepted by BUYER. SELLER shall continue the work not terminated. SELLER shall not be liable for additional costs if failure to perform arises from causes beyond SELLER's control and without fault or negligence.
- 24. FURNISHED PROPERTY:** CSC may provide to SELLER property owned by either CSC or its customer (Furnished Property). Furnished Property shall be used only for the

performance of this Contract. Title to Furnished Property shall be retained by CSC or its customer. SELLER shall clearly mark (if not already marked) all Furnished Property to show ownership. Except for reasonable wear and tear, SELLER assumes all risk of loss, destruction, or damage of Furnished Property, while in SELLER's possession, custody, or control. Upon request, SELLER shall provide CSC with adequate proof of insurance against such risk as loss. SELLER shall promptly notify CSC of, any loss or damage. Without additional charge, SELLER shall manage, maintain, and preserve Furnished Property in accordance with good commercial practice. At CSC's request or at completion of this Contract the SELLER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by CSC. With respect to government-furnished property, or property to which the government may take under this Contract: (1) For this fixed-price Contract, the clause at FAR 52.245-2 shall apply. Said clause is incorporated by reference, except as used therein "Government" means "CSC" except in the phrases "Government-Furnished Property" and "Government Property," and in reference to government title to property. "Contracting Officer" means "CSC." (2) SELLER shall provide CSC immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the government of its property control system.

- 25. PAYMENTS, TAXES, AND DUTIES:** Unless otherwise specified on the face of the PO, terms of payment shall be net forty-five (45) days from CSC's receipt of the Seller's proper invoice. CSC shall have the right of setoff against payments due or at issue under this Contract or any other Contract between the Parties.

Payment shall be deemed to have been made as of the date of CSC's mailed payment or electronic funds transfer.

Unless otherwise specified, prices include all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoices. Prices shall not include any taxes, impositions, charges or exactions for which CSC has furnished a valid exemption certificate or other evidence of exemption.

All taxes, assessments and similar charges levied with respect to or upon any such products or Work owned by the CSC while in SELLER's possession or control, and for which no exemption is available, shall be borne by SELLER.

The prices stated in the contract are firm, fixed prices in United States dollars.

- 26. SOURCE SURVEILLANCE:** In addition to inspections as otherwise provided in this Contract, and at no increase in Contract price, CSC may assign quality assurance representatives to SELLER's facilities to conduct and maintain surveillance as necessary to ensure quality and reliability. SELLER likewise shall reserve such right to CSC with respect to SELLER's lower-tier subcontractors. If such examination is made, SELLER shall provide, and require its subcontractors to provide, such representatives with reasonable facilities, equipment and unescorted access (except in areas where proprietary processes or data are located, in which case access shall be on an escorted basis) to all areas essential to the proper conduct of the above described activity.

27. **DPAS PRIORITY RATING:** If so identified on the PO, this Contract is a “rated order,” certified for national defense use, and the SELLER shall follow all the requirements of the *Defense Priorities and Allocation System (DPAS) Regulation (15 C.F.R. Part 700)*.
28. **QUALITY CONTROL SYSTEM:** Unless this contract contains other specific quality requirements, SELLER shall provide and maintain a quality control system to an industry-recognized quality standard for the Work covered by this Contract.
- Records of all quality control inspection work by SELLER shall be kept complete and made available to CSC and its customers during the performance of this Contract and for such longer periods as may be specified.
29. **RELEASE OF INFORMATION:** Except as required by law, no public release of any information, or conformation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER without the prior written approval of CSC.
30. **CHANGES:** BUYER shall have the right at any time to make changes in drawings, designs, specifications, quantities, delivery schedules, method of shipment and packaging of any item in this Order, and SELLER agrees to be bound thereby. If such changes result in delay or an increase or decrease in expense to the SELLER, SELLER shall promptly notify CSC’s Purchasing Representative to negotiate an equitable adjustment. If so directed by BUYER in writing, the SELLER shall proceed diligently to perform the work or services, pending completion of negotiations, and supply the items contracted for, as so changed. No claim by SELLER for such equitable adjustment shall be valid unless submitted

to BUYER within fifteen (15) days from the date of such change notice, accompanied by a detailed support of charges resulting from such change.

31. **PRECEDENCE:** Any inconsistencies in this Contract shall be resolved in Accordance with the following (in descending order of precedence): (1) face of the Purchase Order, release document or schedule (which may include continuation sheets), as applicable, including any special terms and conditions; (2) any master agreement, such as corporate, sector, or blanket agreements; (3) Statement of Work; and (4) these General Provisions.
32. **WARRANTY:** SELLER expressly warrants that all supplies and services furnished hereunder are of merchantable quality, fit for the intended purpose, free from defects in design, except where design is provided by BUYER, and conform to the applicable specifications, drawings, and descriptions. The warranty period shall be six months after final acceptance of supplies by BUYER. Work not in conformance with this warranty shall, at CSC’s option, be returned to SELLER, at SELLER’s expense, for credit or correction or replacement at SELLER’s expense.
33. **WAIVER, APPROVAL, AND REMEDIES:** Failure by CSC to enforce any provisions of this Contract shall not be constructed as a waiver of the requirements of such provisions, or as a waiver of the rights of CSC thereafter to enforce each and every such provision. CSC’s approval of documents shall not relieve SELLER from complying with any requirements of this Contract. The rights and remedies of CSC in this Contract are in addition to any other rights and remedies provided by law or in equity.

SECTION II; FAR AND DFARS FLOWDOWN PROVISIONS

- A. **CONTRACT:** This Order is placed under the requirements of a U.S. Government prime contract awarded to CSC. This Subcontract or Purchase Order is entered into by CSC and the SELLER in support of this U. S. Government Contract. The clauses cited below are in addition to the clauses of SECTION I hereof. The clauses of the Federal Acquisition Regulation (FAR) and the Department of Defense FAR Supplement (DFARS) shall, with respect to the rights, duties and obligations of CSC and SELLER hereunder, be interpreted and construed in such manner as to recognize and give effect to the contractual relationship between CSC and SELLER under this Order and the rights of the U.S. Government with respect thereto under the prime contract from which such clauses are derived.
- B. **DEFINITIONS AND NOTES:** Where necessary to make the context of these clauses applicable to this Order:

DEFINITIONS:

The term “Contractor” shall mean SELLER, as defined previously in SECTION I, and acting as an immediate (first-tier) subcontractor to CSC, the “Prime Contractor”.

The term “subcontractor” or equivalent term, shall mean “lower-tier subcontractor”.

The term “contract” shall mean “this Order”.

The terms “Government” and “Contracting Officer” shall mean “BUYER”.

NOTES:

Substitute “CSC” for “Government” or “United States” references as applicable throughout all FAR and DFARS clauses.

Substitute “CSC Procurement Representative” for “Contracting Officer”, “Administrative Contracting Officer” or “ACO” references throughout all FAR and DFARS clauses.

- C. **PRECEDENCE:** In the event of conflict between the clauses of the same subject matter of SECTION I and SECTION II, the clauses of SECTION II shall prevail.

D. **INCORPORATION OF FAR CLAUSES:** The following APPLICABLE CLAUSES are incorporated by reference with the same force and effect as though set forth in full text. The full text of the referenced clauses may be accessed electronically at the following addresses:

FAR clauses: <http://www.arnet.gov/far/>
DFARS clauses: <http://www.acq.osd.mil/dp/dars/dfars/dfars.html>



E. AMENDMENTS REQUIRED BY CSC OR GOVERNMENT:

The SELLER agrees that upon the request of CSC it will negotiate in good faith with CSC relative to amendments to its Contract to incorporate additional provisions herein or to change provisions hereof, as CSC may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the *Changes* clause of this Contract.

F. FAR FLOWDOWN CLAUSES

1. THE FOLLOWING FAR CLAUSES APPLY TO THIS CONTRACT:

<p>52.202-1 DEFINITIONS (OCT 1995)</p> <p>52.203-3 GRATUITIES (APR 1984)</p> <p>52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)</p> <p>52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)</p> <p>52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)</p> <p>52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)</p> <p>52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)</p> <p>52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)</p> <p>52.211-5 MATERIAL REQUIREMENTS (OCT 1997)</p> <p>52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (SEP 1990)</p> <p>52.215-9 CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997)</p> <p>52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)</p> <p>52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)</p> <p>52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)</p> <p>52.222-3 CONVICT LABOR (AUG 1996)</p> <p>52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)</p> <p>52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)</p> <p>52.222-26 EQUAL OPPORTUNITY (FEB 1999)</p>	<p>52.223-2 CLEAN AIR AND WATER (APR 1984)</p> <p>52.223-6 DRUG-FREE WORKPLACE (JAN 1997)</p> <p>52.223-11 OZONE-DEPLETING SUBSTANCES (JUN 1996)</p> <p>52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2000)</p> <p>52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (FEB 2000)</p> <p>52.227-14 RIGHTS IN DATA—GENERAL (JUNE 1987)</p> <p>52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)</p> <p>52.229-4 FEDERAL, STATE, AND LOCAL TAXES (NON-COMPETITIVE CONTRACTS) (JAN 1991)</p> <p>52.232-1 PAYMENTS (APR 1984)</p> <p>52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)</p> <p>52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)</p> <p>52.232-11 EXTRAS (APR 1984)</p> <p>52.232-16 PROGRESS PAYMENTS (MAR 2000) (Applies if the Contractor is other than a Small Business Concern.)</p> <p>52.232-16 PROGRESS PAYMENTS (MAR 2000) AND ALTERNATE I (MAR 2000) (Applies if the Contractor is a Small Business Concern.)</p> <p>52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE II (APR 1984)</p> <p>52.232-25 PROMPT PAYMENT (JUN 1997)</p> <p>52.233-1 DISPUTES (OCT 1995)</p> <p>52.242-13 BANKRUPTCY (JUL 1995)</p> <p>52.242-15 STOP-WORK ORDER (AUG 1989) ALTERNATE I (APR 1984)</p> <p>52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)</p> <p>52.243-1 CHANGES--FIXED-PRICE (AUG 1987) AND ALTERNATE II (APR 1984)</p> <p>52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)</p> <p>52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995)</p> <p>52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) (DEVIATION) (OCT 1997) (The language "special tooling accountable to the contract is subject to the provisions of the special</p>
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tooling clause and not the provisions of the Government Property (Fixed-Price Contracts) clause” in paragraph 52.245-2(c). If waiver for a period of one year, or until the FAR is changed, whichever occurs first.)

- 52.246-2 INSPECTION OF SUPPLIES--FIXED PRICE (AUG 1996)
- 52.246-4 INSPECTION OF SERVICES--FIXED PRICE (AUG 1996)
- 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)
- 52.246-7 INSPECTION OF RESEARCH AND DEVELOPMENT--FIXED-PRICE (AUG 1996)
- 52.246-23 LIMITATION OF LIABILITY (FEB 1997)
- 52.246-24 LIMITATION OF LIABILITY--HIGH VALUE ITEMS (FEB 1997)
- 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
- 52.256-18 SPECIAL TEST EQUIPMENT (FEB 1993)

2. THE FOLLOWING FAR CLAUSES APPLY TO THIS CONTRACT IF THE VALUE OF THIS CONTRACT EQUALS OR EXCEEDS \$10,000:

- 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

3. THE FOLLOWING FAR CLAUSES APPLY TO THIS CONTRACT IF THE VALUE OF THIS CONTRACT EQUALS OR EXCEEDS \$100,000:

- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
- 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997) AND ALTERNATE I (OCT 1997) (Applies if contract award was not based on full and open competition.)

- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JUL 1995)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
- 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

4. THE FOLLOWING FAR CLAUSES APPLY TO THIS CONTRACT IF THE VALUE OF THIS CONTRACT EQUALS OR EXCEEDS \$500,000:

- 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
- 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999) AND ALTERNATE II (JAN 1999)

5. THE FOLLOWING FAR CLAUSES APPLY TO THIS CONTRACT AS INDICATED:

- 52.204-2 SECURITY REQUIREMENTS (AUG 1996) (Applicable if the Work requires access to classified information; delete paragraph (c) of the clause).
- 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) (Applicable if FAR 52.215-12 applies to this Contract.)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997) (Applicable if FAR 52.215-13 applies to this Contract, and FAR 52.215-10 is not applicable.)
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998) ((Applicable if the Contract meets the applicability requirements of FAR 15.408(g).)
- 52.215-16 FACILITIES CAPITAL COST OF MONEY (OCTOBER 1997) (Applicable only if the Contract is subject to the cost principles under FAR subpart 31.2 and the contractor proposed facilities capital cost of money in its offer.)
- 52.215-17 FACILITIES CAPITAL COST OF MONEY (OCTOBER 1997) (Applicable only if the Contract is subject to the cost principles under FAR subpart 31.2 for Contracts with commercial organizations, and the Contractor 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 (OCT 1997) (Applicable if this Contract meets the applicability requirements of FAR 15.408(j).)

52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (Applicable if this Contract meets the applicability requirements of FAR 15.408(k).)	1997) (Applicable to other than a small business or non-profit organization performing experimental or research and development work.)
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCTOBER 1997) (See Note 2)	52.230-2 COST ACCOUNTING STANDARDS (APR 1998) (Applicable when referenced in the Contract, full CAS coverage applies)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS (OCTOBER 1997) (See Notes 2 & 3)	52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998) (Applicable when referenced in the Contract, modified CAS coverage applies.)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Applicable if the Contract involves hazardous materials. See Notes 2 & 3)	52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999) (Applicable if FAR 52.230-2 or -3 applies.)
52.225-1	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM - SUPPLIES (FEBRUARY 2000) (Applicable if the Work contains other than domestic components.)	52.233-3 PROTEST AFTER AWARD (AUG 1996) (In the event CSC's customer has directed CSC to stop performance of the work under the Prime Contract under which this contract is issued pursuant to FAR 33.1 CSC may, by written order to SELLER direct SELLER to stop performance of the work called for by the Contract; "30 days" means "20 days" in paragraph (b)(2); note 1 applies except the first time it appears in paragraph (f); in paragraph (f) add "and recovers those costs from CSC" after "33.104(h)(1))
52.227-9	REFUND OF ROYALTIES (APRIL 1984) (Applicable when reported royalty exceeds \$250; See Notes 1 & 2)	52.243-6 CHANGE ORDER ACCOUNTING (APR 1984) (Applicable only if Prime Contract requires change order accounting. See Note 2; delete reference to the "Disputes" clause in the last sentence.)
52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER (APR 1984) (Applicable if the Work or any patent application may cover classified subject matter.)	52.243-17 SPECIAL TOOLING (DEC 1989) (Applicable if this is a fixed price contract the contract involves the use of special tooling; see note 2. DoD contracts shall incorporate the (April 1984) clause.)
52.227-11	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1989) (Applicable if the Contractor is a small business or non-profit organization performing experimental or research and development work.)	52.243-18 SPECIAL TEST EQUIPMENT (FEB 1983) (Applicable if this contract involves the acquisition or fabrication of special test equipment. Notice to acquire shall be through CSC.)
52.227-12	PATENT RIGHTS RETENTION BY THE CONTRACTOR (LONG FORM) (JANUARY	

G. DFARS FLOWDOWN CLAUSES

1. THE FOLLOWING DFARS CLAUSES APPLY TO THIS CONTRACT:

525.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)	525.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
525.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)	525.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)
525.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)	525.222-7001	RIGHT OF FIRST REFUSAL OF EMPLOYMENT--CLOSURE OF MILITARY INSTALLATIONS (APR 1993)
525.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (AUG 1999)	525.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
525.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) (Applies if this contract exceeds \$500,000.)	525.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)
		525.225-7009	DUTY-FREE ENTRY--ADDITIONAL COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) (MAR 1998)

252.225-7010 DUTY-FREE ENTRY--ADDITIONAL PROVISIONS (MAR 1998)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)

252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APRIL 1988)

252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUNE 1995) (In this clause the terms "contractor" or "subcontractor" shall not change in meaning.)

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 (SEP 1999)

252.227-7039 PATENTS--REPORTING OF SUBJECT INVENTIONS (APR 1990)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.232-7004 DOD PROGRESS PAYMENT RATES (FEB 1996)

252.232-7006 REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD (AUG 1992)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (MAR 1998)

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

252.246-7001 WARRANTY OF DATA (DEC 1991)

2. THE FOLLOWING DFARS CLAUSES APPLY TO THIS CONTRACT IF THE VALUE OF THE CONTRACT EQUALS OR EXCEEDS \$100,000:

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT RELATED FELONIES (MAR 1999) (In this clause, the terms "contract", "contractor" or "subcontractor" shall not change in meaning.)

3. THE FOLLOWING DFARS CLAUSES APPLY TO THIS CONTRACT IF THE VALUE OF THE CONTRACT EQUALS OR EXCEEDS \$500,000:

252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 1996)

4. THE FOLLOWING DFARS CLAUSES APPLY TO THIS CONTRACT IF THE VALUE OF THE CONTRACT EQUALS OR EXCEEDS \$1,000,000:

252.211-7000 ACQUISITION STREAMLINING (DEC 1991)

5. THE FOLLOWING DFARS CLAUSES APPLY TO THIS CONTRACT ONLY IF THE STIPULATION IN THE RELEVANT PARENTHETICAL APPLIES:

252.215-7000 PRICING ADJUSTMENTS (DEC 1991) (Applicable if FAR 52.215-12 or -13 applies to this contract.)

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996) (Applicable if FAR 52.219-9 applies to this contract.)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998) (Substitute the DFARS clause for FAR clause 52.225-3 in all Contracts for supplies; applicable if the work contains other than domestic components as defined by this clause.)

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994) (Applicable if government property is provided or acquired under this Contract. CONTRACTOR shall submit its required reports to CSC, not later than October 10, not withstanding anything to the contrary in this clause.)

SECTION III: CERTIFICATIONS AND REPRESENTATIONS

The FAR Clauses listed below contain certifications and representations that are material representations of the fact upon which CSC will rely in making awards to CONTRACTOR. By submitting its written offer, providing oral offers or quotations at the request of CSC, or accepting any Contract, CONTRACTOR certifies to the representations and certifications as set forth in each of the clauses listed below. These certifications shall apply whenever these terms and conditions are incorporated by reference in any Contract, agreement, other contractual document or any quotation, request for quotation (oral or written), or request for proposal or solicitation (oral or written), issued by CSC. CONTRACTOR shall immediately notify CSC of any change of status with regard to these certifications and representations.

- 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APRIL 1991) (Applicable to solicitations and contracts exceeding \$100,000)
- 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APRIL 2001)
- 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEBRUARY 1999)
- 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1984)
- 52.223-13 CERTIFICATION OF TOXIC CHEMICALS RELEASE REPORTING (OCTOBER 2000) (Applicable to competitive solicitations and POs that exceed \$100,000)