

**CUSTOMER CONTRACT REQUIREMENTS
Supplies and Services
CUSTOMER CONTRACT 03092**

CUSTOMER CONTRACT REQUIREMENTS

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

Article 1. U.S. Government Access

Seller agrees that authorized representatives of the Government of the United States shall have access to and the right to examine, for a period of three (3) years following the final payment to the Seller, any of the it's directly pertinent books, documents, papers, or other records involving transactions related to this Contract. The following contracts are exempted from this provision:

- a. Those orders equal to or less than \$100,000 in value.
- b. Those orders in implementation of a contract awarded to the contractor on a competitive lowest responsive bid or best bid/best value basis.
- c. Those orders for common hardware¹ and/or raw materials².
- d. Those orders for commercially available U.S. off-the-shelf items³.
- e. Those orders issued and effective prior to date of this Contract

Seller and its sub-contractors agree to include this clause in subcontracts under this contract.

Article 2. Funding Source

Government (USG) funds are being used to finance this contract.
Acceptance of this contract constitutes acknowledgment of such notification of USG financing.

Article 3. Declaration and Agreement

Acceptance and implementation of this Contract constitute a declaration and agreement by the principal executive officers of Seller that no bribes, rebates, gifts, kickbacks, or gratuities to secure this Contract, or for favorable treatment under such agreement, or for any other purpose relating to the Contract been or will be directly or indirectly offered or given to, or have been or will be arranged with officers, officials or employees of the Buyer by the Seller, its employees or agents.

Article 4. Certification

By accepting this Contract, Seller certifies that the recipient(s) and amount(s) of any commission, contingent fees, or similar compensation paid or to be paid in any way (to include payments to a bona fide employee or a bona fide commercial or selling agency), whether in cash or in kind, directly or indirectly related to this Contract will be fully disclosed to Buyer in the format below. This requirement does not apply to a purchase that is for an amount less than the simplified acquisition threshold or to a purchase of commercial items that are sold at catalog or published prices.
Recipient(s) of commissions, contingent fees, or compensation:

NAME and ADDRESS:

AGGREGATE AMOUNT PAID OR TO BE PAID: _____

AGGREGATE AMOUNT INCLUDED IN PURCHASE AGREEMENT: _____

RELATIONSHIP TO CONTRACTOR: _____

NATIONALITY: _____

a. By accepting this Contract, Seller certifies that the Contract price does not include commissions, contingent fees, or similar compensation paid or promised to any person for the purpose of soliciting or securing the Contract, unless such payments have been identified to and approved in writing by the Buyer prior to contract award for payment with repayable FMF credit or with the Buyer's national funds.

b. By accepting this Contract, Seller certifies that any commissions, contingent fees, or similar compensation paid or promised by the Seller to any person in relation to soliciting the Contract were not in violation of U.S. law or regulations.

c. By accepting this Contract, Seller agrees to include within every subcontract or order under this Contract (except those exempted under Article 1) prominently displayed contract clause(s) requiring that the subcontractor provide the disclosures and certifications set forth herein.

Article 5. Audit

For contracts other than those excepted in Article 1, acceptance and implementation of the subcontract constitutes agreement by the subcontractor to identify and to consent to the disclosure of the following accounts to, and at the request of, the U.S. Department of Defense, or the U.S. Department of Justice, or a U.S. Federal Grand Jury:

(1) accounts wherever located in the name of such subcontractor or supplier; and

(2) accounts located outside the United States in the name of the principal executive officers of such subcontractor or supplier (and any nominees) who have been personally and substantially involved in this subcontract under the Purchase Agreement.

The term "consent to the disclosure" for purposes of sub-paragraphs (a) and (b) of this paragraph includes agreement to provide consent documents authorizing the disclosure of such information upon request.