

**CUSTOMER CONTRACT REQUIREMENTS  
Supplies and Services  
CUSTOMER CONTRACT 8883011558**

**CUSTOMER CONTRACT REQUIREMENTS**

The following customer contract requirements apply to this contract to the extent indicated below.

**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 hardware<sup>1</sup> and/or raw materials<sup>2</sup>.
- d. Those orders for commercially available U.S. off-the-shelf items<sup>3</sup>.
- 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.