

**Common Terms and Conditions Guide**  
**Section 5 – Government Contract Requirements**

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**F04701-96-C-0020**  
**Combat Survivor/Evader Locator (CSEL) Program**

- (a) The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. Unless provided for otherwise elsewhere in this contract, only subparagraphs (23), (24), (25), and (42) of this paragraph (a) shall apply to any portion of this contract that is for commercial items or commercial components, as those terms are defined at FAR 52.202-1. In all of the following clauses, "Contractor" and "Offeror" shall mean Seller.
- (1) 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995). This clause applies only if this contract exceeds \$100,000.
  - (2) 52.203-7 Anti-Kickback Procedures (JUL 1995) [excluding subparagraph (c)(1)]. This clause applies only if this contract exceeds \$100,000. Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract.
  - (3) 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990). This clause applies only if this contract exceeds \$100,000. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold or recover from Seller the amount of the reduction.
  - (4) 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991). This clause applies only if this contract exceeds \$100,000.
  - (5) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JAN 1990). This clause applies only if this contract exceeds \$100,000. Paragraph (c) (4) is modified to read as follows: "(c) (4) Seller will promptly submit any disclosure required (with written notice to Buyer) directly to the PCO for the prime contract. Buyer will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."
  - (6) 52.204-2 Security Requirements (APR 1984) (excluding any reference to the Changes clause of this contract). This clause applies only if access to classified information is required.
  - (7) 52.208-1 Required Sources for Jewel Bearings and Related Items (APR 1984)
  - (8) 52.210-5 New Material (MAY 1995). "Contracting Officer" shall mean Buyer.

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- (9) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)
- (10) 52.215-2 Audit -- Negotiation (OCT 1995). This clause applies only if this contract exceeds \$100,000.
- (11) 52.215-23 Price Reduction For Defective Cost Or Pricing Data-Modifications (DEC 1994). This clause applies only if this contract exceeds \$500,000. "Contracting Officer" shall mean "Contracting Officer" or "Buyer." In Subparagraph (d)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (d)(2)(ii)(B), "Government" means "Government" or "Buyer." In Paragraph (e), "United States" shall mean "United States or Buyer."
- (12) 52.215-25 Subcontractor Cost or Pricing Data – Modifications (DEC 1994). This clause applies only if this contract exceeds \$500,000. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "The Boeing Company or any of its wholly owned subsidiaries."
- (13) 52.215-26 Integrity of Unit Prices (APR 1991) [excluding paragraph (c)]
- (14) 52.215-27 Termination of Defined Benefit Pension Plans (SEP 1989). This clause applies only if under this contract certified cost or pricing data is required and preaward or postaward cost determinations are subject to FAR subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer.
- (15) 52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (FEB 1995). This clause applies only if under this contract certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR part 31. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer.
- (16) 52.215-40 Notification of Ownership Changes (FEB 1995). This clause applies only if under this contract certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer.
- (17) 52.215-41 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1995)
- (18) 52.219-8 Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns (OCT 1995)

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- (19) 52.219-9 Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (OCT 1995). This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern. In paragraph (c), "Contracting Officer" shall mean Buyer.
- (20) 52.222-1 Notice to the Government of Labor Disputes (APR 1984). "Contracting Officer" shall mean Buyer.
- (21) 52.222-2 Payment of Overtime Premiums (JUL 1990). The word "zero" is inserted in the blank space indicated by an asterisk.
- (22) 52.222-20 Walsh-Healey Public Contracts Act (APR 1984). This clause applies only if this contract exceeds \$10,000.
- (23) 52.222-26 Equal Opportunity (APR 1984) [subparagraphs (b)(1) through (11)]
- (24) 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984). This clause applies only if this contract is for \$10,000 or more.
- (25) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984). This clause applies only if this contract exceeds \$2,500.
- (26) 52.222-37 Employment Reports on Special Disabled and Veterans of the Vietnam Era (JAN 1988). This clause applies only if this contract is for \$10,000 or more.
- (27) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.
- (28) 52.223-3 Hazardous Material Identification and Material Safety Data (NOV1991). This clause applies only if Seller will deliver hazardous materials.
- (29) 52.223-7 Notice of Radioactive Materials (NOV 1991). This clause applies only if this contract involves radioactive materials."Contracting Officer" shall mean Buyer. In the blank in paragraph (a), insert "60 days."
- (30) 52.223-14 Toxic Chemical Release Reporting (OCT 1995) [excluding paragraph (e)]. This clause applies only if this contract was competitively awarded, exceeds \$100,000 (including all options), is not for commercial items as defined in FAR Part 12 and Seller has a SIC designation of major groups 20 through 39 as set forth in FAR 19.102.
- (31) 52.225-11 Restrictions on Certain Foreign Purchases (MAY 1992)
- (32) 52.227-1 Authorization and Consent (JUL 1995), Alternate I (APR 1984)

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- (33) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984). This clause applies only if this contract exceeds \$100,000. A copy of each notice sent to the Government will be sent to Buyer.
- (34) 52.227-9 Refund of Royalties (APR 1984). This clause applies only if the amount of royalties reported during negotiation of this contract exceeds \$250.
- (35) 52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 1984). This clause applies only if this contract will involve access to classified information.
- (36) 52.227-11 Patent Rights – Retention by the Contractor (Short Form) (JUN 1989). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business or nonprofit organization.
- (37) 52.227-12 Patent Rights – Retention by the Contractor (Long Form) (JUN 1989). This clause applies only if this contract is for experimental, developmental, or research work and Seller is not a small business or nonprofit organization.
- (38) 52.230-5 Administration of Cost Accounting Standards (AUG 1992). This clause applies only if clause 3050 is incorporated in this contract. Add “Buyer and the” before “Contracting Officer” in paragraph (f).
- (39) 52.234-1 Industrial Resources Developed Under Defense Production Act Title III (FEB 1995)
- (40) 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984). This clause applies only if this contract requires work on a Government installation.
- (41) 52.244-5 Competition in Subcontracting (APR 1984)
- (42) 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 1995)
- (43) 52.245-2 Government Property (DEC 1989)
- (44) 52.245-18 Special Test Equipment (FEB 1993)
- (45) 52.247-63 Preference for U.S. – Flag Air Carriers (APR 1984). This clause applies only if this contract may involve international air transportation
- (46) 52.248-1 Value Engineering (MAR 1989) [excluding subparagraph (f)]. This clause applies only if this contract is for \$100,000 or more. "Contracting Officer" shall mean Buyer. If a Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant,

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concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of net acquisition savings or collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.

- (b) The following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" shall mean Seller.
- (1) 252.203-7001 Special Prohibition on Employment (APR 1993) [excluding paragraph (g)]. This clause applies only if this contract exceeds \$25,000.
  - (2) 252.204-7000 Disclosure of Information (DEC 1991). Seller will submit requests for authorization to release through Buyer.
  - (3) 252.209-7000 Acquisition From Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (DEC 1991). This clause applies only if this contract exceeds \$100,000 and is not for commercial or commercial-type products (see FAR 11.001).
  - (4) 252.210-7003 Acquisition Streamlining (DEC 1991). This clause applies only if this contract exceeds \$1,000,000.
  - (5) 252.215-7000 Pricing Adjustments (DEC 1991)
  - (6) 252.223-7001 Hazard Warning Labels (DEC 1991). This clause applies only if Seller delivers hazardous material under this contract.
  - (7) 252.223-7002 Safety Precautions for Ammunition and Explosives (MAY 1994). This clause applies only if this contract involves ammunition or explosives. "Government" means Government or Buyer in paragraph (b)(2), each time it appears in (e), (f)(1), (f)(2), the first time it appears in (g)(1)(i), and in (g)(3). "Government" means Buyer in paragraphs (c)(3), (c)(4), (c)(5), and the second time it appears in (g)(1)(i). "Contracting Officer" means Contracting Officer and Buyer in paragraph (g)(4). "Contracting Officer" means Buyer in paragraphs (c)(1), (c)(2), (c)(3), (c)(4), (c)(5), and each time it appears in (d).
  - (8) 252.223-7003 Change in Place of Performance – Ammunition and Explosives (DEC 1991). This clause applies only if DFARS 252.223-7002 is applicable to this contract.
  - (9) 252.225-7001 Buy American Act and Balance of Payments Program (JAN 1994)
  - (10) 252.225-7002 Qualifying Country Sources as Subcontractors (DEC 1991)

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- (11) 252.225-7009 Duty-Free Entry -- Qualifying Country End Products and Supplies (MAY 1994)
- (12) 252.225-7012 Preference for Certain Domestic Commodities (MAY 1994)
- (13) 252.225-7014 Preference for Domestic Specialty Metals (DEC 1991), Alternate I (DEC 1991)
- (14) 252.225-7016 Restriction on Acquisition of Antifriction Bearings (APR 1993)
- (15) 252.225-7022 Restriction on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber (DEC 1991)
- (16) 252.225-7025 Foreign Source Restrictions (APR 1993)
- (17) 252.225-7026 Reporting of Contract Performance Outside the United States (MAY 1995). This clause applies only if this contract exceeds \$100,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.
- (18) 252.225-7034 Restriction on Acquisition of Coal and Petroleum Pitch Carbon Fiber (MAY 1994)
- (19) 252.227-7013 Rights in Technical Data -- Noncommercial Items (JUN 1995); Alternate I (JUN 1995). This clause applies only if this contract requires Seller to provide noncommercial technical data to Buyer for delivery to the Government.
- (20) 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995); Alternate (JUN 1995). This clause applies only if this contract requires Seller to provide noncommercial computer software or noncommercial computer software documentation to Buyer for delivery to the Government.
- (21) 252.227-7016 Rights in Bid or Proposal Information (JUN 1995) .
- (22) 252.227-7019 Validation of Asserted Restrictions -- Computer Software (JUN 1995). This clause applies only if this contract requires Seller to provide computer software to Buyer for delivery to the Government.
- (23) 252.227-7026 Deferred Delivery of Technical Data or Computer Software (APR 1988). This clause applies only if technical data or computer software may be originated, developed, or delivered under this contract.
- (24) 252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 1988). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.
- (25) 252.227-7030 Technical Data - Withholding of Payment (OCT 1988). In this clause, "Government" and "Contracting Officer" shall mean Buyer. This

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clause applies only if the delivery of technical data is required under this contract.

- (26) 252.227-7036 Certification of Technical Data Conformity (MAY 1987). This clause applies only if the delivery of technical data is required under this contract.
  - (27) 252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 1995). This clause applies only if DFARS 252.227-7013 applies.
  - (28) 252.231-7000 Supplemental Cost Principles (DEC 1991)
  - (29) 252.235-7003 Frequency Authorization (DEC 1991); Alternate I (DEC 1991). This clause applies only if this contract involves the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.
  - (30) 252.242-7005 Cost/Schedule Status Report (DEC 1991). This clause applies only if this contract is more than 12 months in duration and is other than firm-fixed-price.
  - (31) 252.245-7001 Reports of Government Property (MAY 1994). Seller will provide information Buyer may require to complete Buyer's annual report.
  - (32) 252.246-7001 Warranty of Data (DEC 1991). In this clause, "Government" and "Contracting Officer" shall mean Buyer. The warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data.
  - (33) 252.249-7001 Notification of Substantial Impact on Employment (MAY 1994). This clause applies only if this contract is \$500,000 or more.
  - (34) 252.249-7002 Notification of Proposed Program Termination or Reduction (MAY 1995). This clause applies only if this contact is \$500,000 or more.
  - (35) 252.251-7000 Ordering From Government Supply Sources (DEC 1991). This clause applies only if Seller is notified by Buyer that it is authorized to purchase from Government supply sources in the performance of this contract.
- (c) Cost Accounting Standards
- (1) The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause 3050 is the version dated April 1992.
  - (2) The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause 3051 is the version dated April 1992.